



भारतीय रिज़र्व बैंक
संपदा विभाग, भुवनेश्वर

निविदा आमंत्रण सूचना (एनआईटी)

“बैंक के स्टाफ क्वार्टर्स, बरमुंडा, भुवनेश्वर में पूर्ण स्वचालित ऑर्गेनिक वेस्ट कन्वर्टर की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग और संचालन” के लिए ई-निविदा।

संपदा विभाग, भारतीय रिज़र्व बैंक, भुवनेश्वर “बैंक के स्टाफ क्वार्टर्स, बरमुंडा, भुवनेश्वर में पूर्ण स्वचालित ऑर्गेनिक वेस्ट कन्वर्टर की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग और संचालन” के लिए ई-निविदा आमंत्रित करता है। इस कार्य की अनुमानित लागत **₹9,50,000/-** है और इसे कार्य के **आबंटन पत्र की तारीख से 14वें दिन से 7 सप्ताह के भीतर** पूरा किया जाना है।

1. ई-निविदा प्रक्रिया में भाग लेने के लिए न्यूनतम पात्रता निम्नानुसार है-

i) भारत में स्वचालित ऑर्गेनिक वेस्ट कन्वर्टर मशीनों का मूल उपकरण निर्माता (ओईएम)/अधिकृत डीलर/सिस्टम इंटीग्रेटर होना चाहिए।

और

ii) **कार्य अनुभव:** कार्यालय भवनों/वाणिज्यिक/आवासीय परिसरों के लिए न्यूनतम क्षमता 350 किलोग्राम की ऑर्गेनिक वेस्ट कन्वर्टर मशीन की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के समान कार्य करने में न्यूनतम 5 वर्ष का अनुभव होना चाहिए। समान कार्य **30 अप्रैल, 2020** को या उससे पहले किया जाना चाहिए।

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iii) **पात्रता मानदंड:** इच्छुक निविदाकर्ता को **30 अप्रैल 2025** को समाप्त पिछले पांच वर्षों के दौरान कार्यालय भवनों/वाणिज्यिक/आवासीय परिसरों के लिए न्यूनतम 350 किलोग्राम क्षमता के पूर्ण स्वचालित ऑर्गेनिक वेस्ट कन्वर्टर की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग जैसे समान कार्यों को सफलतापूर्वक निष्पादित करना होगा और होना चाहिए, जिसका मूल्य निम्नानुसार है:

(क) तीन कार्य जिनमें से प्रत्येक की लागत अनुमानित लागत के 40% के बराबर से कम नहीं है

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(ख) दो कार्य जिनमें से प्रत्येक की लागत अनुमानित लागत के 50% के बराबर से कम नहीं होगी

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(ग) एक कार्य जिसकी लागत अनुमानित लागत के 80% के बराबर से कम न हो और

- iv) पिछले तीन वित्तीय वर्षों के दौरान अनुमानित लागत का 100% या उससे अधिक होना चाहिए और वार्षिक कारोबार लेखापरीक्षित वित्तीय विवरणों द्वारा विधिवत समर्थित होना चाहिए।

और

- v) बिक्री के बाद सेवा प्रदान करने के लिए **भुवनेश्वर** में पूर्ण कार्यालय स्थापित किया गया हो।

2. ई-निविदा प्रक्रिया में भाग लेने के लिए उनकी पात्रता के बारे में बैंक को संतुष्ट करने के लिए निविदा दस्तावेजों के साथ निम्नलिखित जानकारी/दस्तावेज अनिवार्य रूप से प्रस्तुत करने होंगे।

a)	फर्म की संरचना	ठेकेदारों की फर्म की संरचना का पूरा विवरण (चाहे ठेकेदार एक व्यक्ति है, या साझेदारी फर्म है, या कंपनी आदि) विस्तृत रूप से नाम और पता, साझेदार के संस्था के अंतर्नियम/पावर ऑफ अटॉर्नी/ अन्य प्रासंगिक दस्तावेज की प्रति, जीएसटी पंजीकरण प्रमाण पत्र की प्रति, ईपीएफ और ईएसआई दस्तावेजों के साथ श्रमिकों के पंजीकरण का विवरण (यदि कोई हो)।
b)	अनुभव की अवधि	बोलीदाता को समान कार्य/कार्यों को करने के न्यूनतम 5 वर्षों के अनुभव से संबंधित दस्तावेजी साक्ष्य प्रस्तुत करना चाहिए और 5 वर्ष के न्यूनतम अनुभव के समर्थन में दस्तावेजी साक्ष्य प्रस्तुत करना होगा (अर्थात्, बोलीदाता को 30 अप्रैल, 2020 से पहले समान कार्य/कार्यों को करना चाहिए) * अर्थात् अर्हक कार्यों के लिए विस्तृत कार्य आदेश की प्रतियां, अवार्ड की तारीख, संविदा राशि, कार्य पूरा करने के लिए दिया गया समय आदि और संबंधित पूर्णता प्रमाणपत्र में दर्शाते हुए जो वास्तविक समाप्ति की तारीख और निष्पादित समान कार्य/कार्यों के वास्तविक मूल्य को दर्शाते हैं,

		सरकारी/सार्वजनिक क्षेत्र की कंपनियों के लिए निष्पादित कार्यों के लिए ग्राहक द्वारा जारी किए गए और कार्य आदेश की प्रतियां, निजी कंपनियों के लिए निष्पादित कार्यों के लिए ग्राहक(ओं) द्वारा जारी किए गए स्रोत पर कर कटौती (टीडीएस) प्रमाण पत्र के साथ कार्य पूर्णता प्रमाण पत्र। बोलीदाता को कार्य आदेश, कार्य पूर्णता प्रमाण पत्र के साथ पिछले 5 वर्षों के दौरान किए गए कार्यों का विवरण प्रस्तुत करना होगा।
c)	कार्य अनुभव एवं निर्दिष्ट अवधि के दौरान निर्दिष्ट मूल्य के समान कार्यों को पूरा करना	बोली लगाने वाले के पास 30 अप्रैल, 2025 को समाप्त होने वाले पिछले 5 वर्षों के दौरान समान कार्य/कार्यों को सफलतापूर्वक पूरा करने का अनुभव होना चाहिए * एकल रूप से लागत (a) तीन कार्य जिनमें से प्रत्येक की लागत अनुमानित लागत के 40% के बराबर राशि से कम नहीं होनी चाहिए अर्थात् ₹3,80,000/- या (b) दो कार्य जिनमें से प्रत्येक की लागत अनुमानित लागत के 50% के बराबर राशि से कम नहीं होनी चाहिए अर्थात् ₹4,75,000/- या (c) एक कार्य जिसकी लागत अनुमानित लागत के 80% के बराबर राशि से कम नहीं होनी चाहिए अर्थात् ₹7,60,000/- और अवार्ड की तारीख, संविदा राशि, कार्य पूरा करने के लिए दिया गया समय आदि दर्शाते हुए अर्हक कार्यों के लिए विस्तृत कार्य आदेश की प्रतियां और सरकार/सार्वजनिक क्षेत्र की कंपनियों के लिए निष्पादित कार्यों के लिए ग्राहक द्वारा जारी किए गए निष्पादित समान कार्य/कार्यों की वास्तविक समाप्ति की तारीख और वास्तविक मूल्य दर्शाते हुए संबंधित पूर्णता प्रमाण पत्र, निजी कंपनियों के लिए निष्पादित कार्यों के लिए ग्राहकों द्वारा जारी प्रमाण पत्र प्रस्तुत करना चाहिए। प्रारूप के अनुसार प्रत्येक अर्हक कार्य के लिए ग्राहक प्रमाण पत्र प्रस्तुत करना होगा।
d)	ठेकेदार की ऋण पात्रता और निर्दिष्ट अवधि के दौरान उनका कारोबार	आयकर अनापत्ति प्रमाणपत्र/आयकर निर्धारण आदेश की प्रतियां, साथ ही, ठेकेदार के व्यवसाय के नवीनतम अंतिम लेखों की प्रतियां, जिन्हें चार्टर्ड अकाउंटेंट द्वारा प्रमाणित किया गया हो, ऋण पात्रता के प्रमाण के रूप में संलग्न की जानी चाहिए तथा पिछले तीन वर्षों के टर्नओवर की जानकारी अपलोड की जानी चाहिए।
e)	बैंक खातों का विवरण	बैंक खातों का पूरा विवरण, जैसे खाता संख्या, प्रकार, कब खोला गया आदि अपलोड किया जाना चाहिए।

f)	वर्तमान संपर्क अधिकारियों के नाम और पते	फर्म के ग्राहकों के नाम और पते के बारे में लिखित जानकारी के साथ-साथ संपर्क अधिकारियों (अर्थात् वे व्यक्ति जिनसे बैंक द्वारा आवश्यकता पड़ने पर ग्राहकों के कार्यालय में संपर्क किया जा सकता है) के पूर्ण विवरण, जैसे नाम, डाक पते, ई-मेल आईडी, टेलीफोन (लैंडलाइन और मोबाइल) नंबर, फैक्स नंबर आदि अपलोड किए जाने चाहिए।
g)	पूर्ण किये गये कार्यों का विवरण	कार्य के ग्राहकवार नाम, कार्य के निष्पादन का वर्ष, निष्पादित कार्य की प्रदान की गई और वास्तविक लागत, संविदा में निर्धारित समापन समय और कार्य को पूरा करने में लगा वास्तविक समय, अधिकारियों/प्राधिकारियों/विभागों के नाम और पूर्ण संपर्क विवरण जिनके अधीन कार्य निष्पादित किया गया/थे, अपलोड किया जाना चाहिए।
h)	बैंकर्स सर्टिफिकेट	कार्य की अनुमानित लागत के बराबर राशि का बैंकर्स प्रमाण पत्र अनुलग्नक- जी के अनुसार प्रस्तुत किया जाना चाहिए।

3. इच्छुक निविदाकर्ता द्वारा बैंक को संतुष्ट करने में विफल रहने की स्थिति में, बैंक उनके द्वारा प्रस्तुत बोली को अस्वीकार करने का अधिकार सुरक्षित रखता है।

4. निविदा दस्तावेज **26 मई 2025 को** www.mstcecommerce.com/eprocn पर उपलब्ध होंगे। इस ई- निविदा को एमएसटीसी की वेबसाइट यानी www.mstcecommerce.com/eprocn के माध्यम से अनिवार्य रूप से भरा जाना चाहिए / ऑनलाइन जमा करना होगा। ई- निविदा दाखिल करने और जमा करने की अंतिम तिथि **19 जून 2025 को दोपहर 2:00 बजे तक है**। ई- निविदा का भाग-1 **19 जून 2025 को अपराह्न 02:30 बजे खोला जाएगा**। ई -निविदा प्रस्तुत करने के लिए फर्मों द्वारा विस्तृत दिशा-निर्देश निविदा अनुसूची (एसओटी) में उल्लिखित किए गए हैं। ई-निविदा दस्तावेज के भाग-1 की जांच के बाद, यदि कोई भी फर्म आवश्यक पात्रता नहीं रखती है, तो उनके ई-निविदा को बैंक द्वारा आगे की प्रक्रिया के लिए स्वीकार नहीं किया जाएगा।

5. निविदा दस्तावेज निर्धारित प्रपत्र में एमएसटीसी वेबसाइट पर अपलोड किए जाएंगे। निविदा के भाग-1 में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें तथा निविदाकर्ता का कवरेज लेटर शामिल होगा। हालांकि, एनईएफटी हस्तांतरण के रूप में **₹19,000/-** का ईएमडी (**एनईएफटी के लिए बैंक विवरण हैं खाता नाम: भारतीय रिजर्व बैंक, भुवनेश्वर; खाता संख्या: 186004001 ; आईएफएससी कोड: RBIS0BBPA01 (कृपया आईएफएससी कोड के 5वें और 10वें अक्षर को**

"शून्य" के रूप में पढ़ें) , या भुवनेश्वर में देय भारतीय रिजर्व बैंक के पक्ष में डिमांड ड्राफ्ट, भारतीय रिजर्व बैंक, संपदा विभाग, भुवनेश्वर - 751001 को 19 जून 2025 को दोपहर 2:00 बजे से पहले व्यक्तिगत रूप से जमा करना होगा। डिमांड ड्राफ्ट को सीलबंद लिफाफे में जमा किया जाना चाहिए, जिस पर "बैंक के स्टाफ क्वार्टर्स, बरमुंडा , भुवनेश्वर में पूर्ण स्वचालित ऑर्गेनिक वेस्ट कन्वर्टर की आपूर्ति, स्थापना, परीक्षण, कमीशनिंग और संचालन के लिए ई-निविदा के लिए ईएमडी" लिखा होना चाहिए ।

6.पात्र निविदाकर्ताओं का भाग-II (मूल्य बोली) आगामी तिथि को खोला जाएगा, जिसकी सूचना निविदाकर्ताओं को पहले ही दे दी जाएगी।

7. आवेदकों/निविदाकर्ताओं को एमएसटीसी पोर्टल पर निम्नलिखित दस्तावेज अपलोड करने होंगे।

(a). **अनुलग्नक-एफ** में दिए गए प्रारूप के अनुसार ग्राहक का प्रमाण पत्र अपने उन ग्राहकों से जिनके लिए उन्होंने इस नोटिस में वर्णित पात्रता (पूर्व-पात्रता) मानदंडों के अनुसार "पात्र कार्य" किए हैं।

(b). अपने बैंकर/बैंकरों से **अनुलग्नक- जी** में दिए गए प्रारूप के अनुसार बैंकर प्रमाण-पत्र ।

8. ग्राहक का प्रमाण पत्र तभी स्वीकार किया जाएगा जब उस पर सरकारी/अर्धसरकारी संगठन या पीएसयू के मामले में कार्यकारी अभियंता/अधीक्षक अभियंता या समकक्ष रैंक के अधिकारी द्वारा हस्ताक्षर किए गए हों और केवल तभी जब वे ठेकेदार द्वारा किए गए कार्य के लिए प्राप्त भुगतान के पर्याप्त प्रमाण द्वारा समर्थित हों। निजी संगठनों द्वारा जारी किए गए ग्राहक के प्रमाण पत्र के साथ स्रोत पर कर कटौती (टीडीएस) प्रमाण पत्र भी होना चाहिए। उपरोक्त प्रमाण पत्रों के बिना प्राप्त आवेदन/निविदाएं अस्वीकार की जा सकती हैं। बैंक को इन प्रमाण पत्रों को स्वतंत्र रूप से सत्यापित करने का अधिकार होगा।

9. बैंक ई- निविदा की मूल्य बोली के मूल्यांकन से पहले उक्त रिपोर्ट का मूल्यांकन करेगा। यदि किसी भी समय किसी भी टेंडरकर्ता के पास ई- निविदा प्रक्रिया में भाग लेने के लिए आवश्यक पात्रता नहीं पाई जाती है और/या उसके ग्राहकों और/या उसके बैंकरों से प्राप्त उसकी कार्य निष्पादन रिपोर्ट असंतोषजनक पाई जाती है, तो बैंक ई- निविदा के भाग-I के खुलने के बाद भी उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित रखता है। ऐसा करने के लिए बैंक कोई कारण बताने के लिए बाध्य नहीं है।

10. बैंक सबसे कम कीमत वाली ई-निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी ई-निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी ई-निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।

क्षेत्रीय निदेशक

संपदा विभाग

भुवनेश्वर



**Reserve Bank of India
Estate Department
Bhubaneswar**

E-Tender For “Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank’s Staff Quarters Baramunda, RBI Bhubaneswar”.

e-Tender No: RBI/Bhubaneswar Regional Office/Estate/ 3/25-26/ET/140

PART-I

Name of Tenderer _____

Address _____

Pre-bid Meeting: 11:00 Hrs. on June 06, 2025

Last Date for submission: June 19, 2025 up to 14:00 Hrs

Opening of Part – I: June 19, 2025 at 14:30 Hrs

Venue: RBI, Estate Department, Bhubaneswar – 751001

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Disclaimer

Reserve Bank of India, Estate Department, Bhubaneswar (the Bank) has prepared this tender document. The information is provided to prospective Tenderers to enable them to bid for **“Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank’s Staff Quarters, Baramunda RBI Bhubaneswar”** from the date specified in the contract as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

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

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RESERVE BANK OF INDIA
Estate Department, Bhubaneswar

Notice Inviting Tender (NIT)

E-Tender for “Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank’s Staff Quarters, Baramunda RBI Bhubaneswar”.

Estate Department, Reserve Bank of India, Bhubaneswar invites E-tenders for **“Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank’s Staff Quarters, RBI Bhubaneswar”**. The work is estimated to cost ₹ 9,50,000/- and is to be completed within 7 weeks from 14th day of date of letter of award of work.

1. Minimum eligibility to participate in the E- tender process are as under-

i) Should be an Original Equipment Manufacturer (OEM)/ authorized dealer/ system integrator of Automatic organic waste converter machines in India.

AND

ii) **Work Experience:** Experience of minimum 5 years in undertaking similar work of Supply, Installation, Testing and Commissioning of organic waste converter machine of minimum capacity 350 Kg for office buildings/commercial/residential premises. The similar work should have been undertaken on or before April 30,2020.

AND

iii) **Qualifying criteria:** The intending tenderer must and have executed successfully similar works viz. Supply, Installation, Testing and Commissioning of fully Automatic Organic Waste Converters of minimum capacity 350 Kg for office buildings/commercial/residential premises during last five years ending April 30,2025 of value as under:

(a) Three works each costing not less than the amount equal to 40% of the estimated cost

OR

(b) Two works each costing not less than the amount equal to 50% of the estimated cost

OR

(c) One work costing not less than the amount equal to 80% of the estimated cost

AND

- iv) Yearly turnover of 100% of estimated cost duly supported by audited financial statements.

AND

- v) Full-fledged office set up in **Bhubaneswar** for rendering after sales service.

2. The Tenderers should invariably furnish the following information/documents along with the tender documents so as to satisfy the Bank about their eligibility for participation in the e-Tendering process.

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be uploaded along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document. copy of Goods and Service Tax registration certificate. Details of registration of labour along with EPF and ESI documents if any.
(b)	Duration of experience	The bidder should submit documentary evidence as proof of minimum 5 years of experience of completing similar work/s and shall submit the documentary evidence in support of minimum experience of 5 years (i.e., the bidder should have undertaken similar work/s*prior to April 30, 2020) * viz. copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. The bidder should submit the details of the works undertaken during last 5 years along with the work orders, work completion certificate.
(c)	Work experience & Completion of similar works of specified value during the specified period	The bidder should have experience of successfully completed similar work/s * individually costing (a) Three works each costing not less than the amount equal to 40% of the estimated cost i.e. ₹3,80,000/- or (b) Two works each costing not less than the amount equal to 50% of the estimated cost i.e.

		₹4,75,000/- or (c) One work costing not less than the amount equal to 80% of the estimated cost i.e. ₹7,60,000/- during last 5 years ending on April 30, 2025 and should submit Copies of detailed work order/s for qualifying works indicating date of award, contract amount, time given for completing the work, etc. and the corresponding completion certificate(s) indicating actual date of completion and actual value of executed similar work/s issued by the client(s) for works executed for government /public sector companies and copies of work order, work completion certificate along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for private companies. Client certificate/s for each of the qualifying work as per the Format
(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 creditworthiness and turnover for last three years should be uploaded.
(e)	Details of bank accounts	Full particulars of bank accounts, such as account no. type, when opened etc., should be uploaded.
(f)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of clients of the firm along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e., the persons who can be contacted at the office of clients by the Bank in case it is so needed) should be uploaded.
(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be uploaded.
(h)	Bankers Certificate	Banker's certificate of amount equal to estimated cost of the work should be submitted as per annexure-G should be submitted

3. In the event of intending Tenderer's failure to satisfy the Bank; the Bank reserves the right to reject the bid submitted by them.

4. Tender documents will be available at MSTC website i.e., www.mstcecommerce.com/eproc on **May 26, 2025, from 17:00 hrs.** This e-Tender needs to be mandatorily filled up / online submission through MSTC website. Deadline for filing up and submitting the e-Tender is by **14:00 hrs. on June 19, 2025.** Part I of the e-Tender will be opened at **14:30 hrs. on June 19, 2025.** Detailed guidelines on submission of the e-Tender by the firms have been mentioned in the Schedule of Tender (SOT). After scrutiny of part I of the e-Tender document along with the supporting documents, if any of the firms not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.

5. Tender documents in prescribed form shall be uploaded on MSTC website. Part- I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter. However, an EMD of **₹19,000/-** in the form of NEFT transfer (**The bank details for NEFT are A/c Name: Reserve Bank of India, Bhubaneswar; A/c Number: 186004001; IFSC Code: RBIS0BBPA01 (Please read 5th and 10th character of IFSC Code as "Zero")**), or a demand draft favoring Reserve Bank of India payable at Bhubaneswar, needs to be submitted in person to Reserve Bank of India, Estate Department, Bhubaneswar – 751001, before 14:00 hrs. **on June 19, 2025.** Demand draft should be submitted in sealed cover super scribed "EMD for **E-Tender for "Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank's Staff Quarters, Baramunda, RBI Bhubaneswar"**".

6. Part-II (Price bid) of the eligible Tenderers shall be opened on a subsequent date which will be intimated to the Tenderers in advance.

7. The applicants/tenderers have to upload the following documents on MSTC portal

(a) Client's certificate as per format at [Annex- F](#) from their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre- qualification) criteria explained in this notice.

(b) Banker's certificate as per format at [Annex -G](#) from their banker/bankers.

8. 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 received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

9. The Bank shall evaluate the said reports before evaluation of price bid of the e-Tenders. If any Tenderer is not found to possess the required eligibility for participating

in the e-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 e- Tender. The Bank is not bound to assign any reason for doing so.

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

Regional Director
Estate Department
Bhubaneswar

SCHEDULE OF TENDER (SOT)

1	e-Tender No.	RBI/Bhubaneswar Regional Office/Estate/ 3/25-26/ET/140
2	Name of the Work:	E-Tender for “Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank’s Staff Quarters, Baramunda, RBI Bhubaneshwar”.
3	Mode of Tender:	e-Procurement System (Part I – Techno-Commercial Bid and Part II - Financial Bid) through MSTC website https://www.mstcecommerce.com/eprocn/
4	Date of NIT available in MSTC portal for viewing of e-Tender	May 26, 2025 after 17:00 hrs.
5	Date and Time of the Pre-Bid Meeting	June 06, 2025 at 11:00 hrs. in Estate Department, RBI, Bhubaneswar
6	Estimated cost of the work:	₹9,50,000/-- (Rupees Nine Lakh Fifty Thousand Only)
7	Earnest Money Deposit (EMD)	<p>₹19,000/-- (Rupees Nineteen Thousand Only) in the form of</p> <p>i. NEFT: A/C No-186004001, Reserve Bank of India, IFSC Code - RBIS0BBPA01 (0=Zero), Branch Name – Bhubaneswar. The details of transaction must be provided to estatebhubaneswar@rbi.org.in</p> <p style="text-align: center;">Or</p> <p>ii. Demand Draft: DD 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</p> <p>Any such bid received without EMD shall be treated as non bona fide and shall be rejected from participating in the tender process.</p>
8	Last date of submission of DD/ NEFT for EMD	June 19, 2025, up to 14:00 Hrs.
9	Performance Bank Guarantee (PBG)	5 % of Contract amount.

10	Bidding start date of Techno-commercial Bid and Financial Bid	June 09, 2025, from 14:00 Hrs.
11	Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid	June 19, 2025, up to 14:00 Hrs.
12	Date & Time of opening of Part-I (i.e., Techno-Commercial Bid)	June 19, 2025, at 14:30 Hrs.
13	Date & Time of opening of Part- II (i.e. Financial Bid)	Will be intimated to the eligible Tenderers.
14	Transaction fee	As charged by MSTC Ltd. Payment of transaction fees will be paid online through MSTC payment gateway.

Important Instructions Regarding E-tender

This is an e-procurement event of RBI. The e- procurement Service Provider/Contractor is the MSTC Limited.

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

Process of E-tender:

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

SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE

SUBMITTED ON-LINE ONLY AT www.mstcecommerce.com/eprocn/ (Version 3)

1) Vendors are required to register themselves online with www.mstcecommerce.com/eprocn/

Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to Download Guide / Video / Registration

Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact MSTC/ RBI, (before the scheduled time of the e- tender).

Contact details:

a) Contact person (MSTC) For Vendors:

HO Central Help Desk: (For vendors)

Phone Number :07969066600

helpdeskho@mstcindia.in (Please mention "HO Helpdesk" as subject while sending emails)

Availability

9:30 AM to 5:00 PM on all working days for all Technical issues e-Tenders, System settings etc.

b) Contact person (MSTC)

Please visit www.mstcindia.co.in/content/Contact.aspx

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) Contact person at RBI (RO/TE)

Shri Prem Shankar Konapala, AGM – premshankark@rbi.org.in (Mobile – 8074376753)

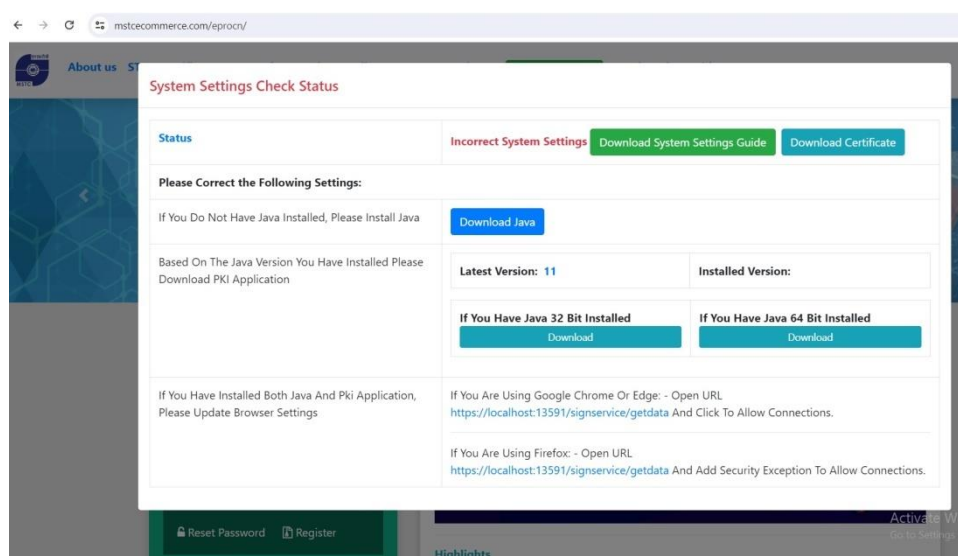
Shri Subhash Govind Pawar (T-E) – subhashpawar@rbi.org.in (Mobile – 9958969919)

Shri Aakoju Sravan Kumar, AM – asravankumar@rbi.org.in (Mobile – 8247400250)

Guide.

1. System Requirement:

For details, vendor may refer to the **DOWNLOAD SYSTEM SETTING GUIDE** available <https://www.mstcecommerce.com/eprocn/>



- i) Windows 7 or above Operating System
- ii. Edge/Google Chrome
- iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

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

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

Tools => Internet Options => General => Click On Settings under “browsing

history/Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".

To enable ALL active X controls and disable 'use pop up blocker' under Tools→ Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

2. Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link against the specific tender in the "Bid Floor"/through the "Pay Transaction fee" in "Event catalog" through their login. Service Provider / Contractor / Vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, Service Provider / Contractor / Vendor shall generate a challan by filling up a form. Service Provider / Contractor / Vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, Service Provider / Contractor / Vendor shall have the provision of making payment using its Credit / Debit Card / Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized.

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

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

3 Information about tenders / corrigenda shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with the MSTC Ltd. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).

4 E -tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

5. Bidding in E-tender:

Note: Vendors are instructed to use **Upload Documents** link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

Once documents are uploaded in the library, vendors can attach documents through **Attach Document** link against the particular e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded by RBI and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.

- a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction fee separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI.
- b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.

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

Please Note: The vendor after successful remittance of the transaction fees and EMD details, will get the attach documents and common terms tab enabled in their login. Post successful completion of this step, the vendors will be allowed to save the lot specific terms and submit their price bid against the lot through the portal or download and upload the excel file for submitting price bids, as the case may be. In case the attach documents and/or saving common terms step is unsuccessful, the tabs for saving lot specific terms and submitting price bid would be disabled. The status of whether the same is successful/pending would be displayed in the bid status button.

- c) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid

NOTE: - After clicking the final submission "Delete bid" option would be shown. If the vendor wants to delete the bid after final submission and re-submit the bid, then he/she should click delete bid and resubmit the same and again click final submission.

- d) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- e) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- f) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- g) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer

and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter **SUPPLIER/CONTRACTOR**.

- h) It is mandatory that all the bids are submitted with class III signing and encryption type of digital signature certificate otherwise the same will not be accepted by the system.
- i) 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.
- j) No deviation of the terms and conditions of the e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender.

Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.

Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.

No deviation to the technical and commercial terms & conditions are allowed.

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.

Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprhome to familiarize them with the system before bidding.

Place:

Tenderers

Date:

Signature and seal of the

Name:

Address:

Email:

Phone:

Mobile no.:

Section -I
Form of Tender

Place _____

Date _____

The Regional Director
Reserve Bank of India
Estate Department,
Bhubaneshwar, Odisha- 751001

Madam / Dear Sir

Having examined the specifications, drawings or 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 finally having acquired 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 price-bid 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.

MEMORANDUM

(a)	Description of works	:	"Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank's Staff Quarters, Baramunda, RBI Bhubaneshwar".
(b)	Estimated cost	:	₹ 9,50,000/- including GST
(c)	Earnest Money	:	₹ 19,000/- (to be deposited by all the tenderers)
(d)	Performance Bank Guarantee	:	5% of the Contract Cost (to be submitted by the successful tenderer)
(e)	Percentage to be deducted from bills	:	5% as Retention Money Deposit
(f)	Time allowed for completion of the work	:	7 weeks from 14 th day of date of letter of award of work
(f)	Liquidity Damages	:	0.25% per week subjected to maximum 10% of the contract value

2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.
4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor.
5. We have deposited a sum of **₹19,000/- through NEFT/DD** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract within the prescribed time limit when called upon to do so or withdraws the bid after opening the commercial bid we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
5. The e-Tender is submitted in two parts in separate sealed envelopes on MSTC portal. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2025.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Section II

Draft Articles of Agreement

(On Non-Judicial Stamp Paper of appropriate value)

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Estate Department, Bhubaneswar-750001 (hereinafter called "the Employer" or "the Reserve Bank" or "the Bank") represented by..... Which expression shall unless repugnant to the context uncloses his successor in Office of the one part and

_____ (hereinafter called "the Contractor" or "The firm") represented by.....which expression shall include his successors, assigns and legal representative of the other part.

WHEREAS the Employer is desirous of carrying out the work of **Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank's Staff Quarters, Baramunda, RBI Bhubaneshwar** and has caused scope of work describing the works to be done [as detailed in Tender Documents (Part I, Part II, annexures and amendments thereof)].

AND WHEREAS the said scope of work and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Bank had called for tenders from eligible contractors to provide services for **Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank's Staff Quarters, Baramunda, RBI Bhubaneshwar** as has been indicated in the scope of work and other documents attached to the tender.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the General Conditions of Contract, Special Conditions, and in the Schedule of Quantities of the tender vide work order no----- dated----- the works described in the said Scope of works and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under an amount of ₹-----/

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

- I. In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said

Drawings and described in the said Specifications and the Schedule of Quantities.

- II. The Bank shall pay the contractor the said Contract Amount or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
- III. The term “Bank’s Engineer” in the said condition regarding execution of the work, quality of construction, quality of materials, progress and completion of the project etc. shall mean the Deputy General Manager (Technical), or any other person designated for the purpose by the Reserve Bank of India. As far as the operation of the provision of the contract viz. clause relating to settlement of disputes through arbitration, the term “Bank’s Engineer” shall be read as Deputy General Manager / Officer – in-charge, of the Estate Department, Reserve Bank of India, Bhubaneswar.
- IV. The said Conditions and Appendix thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions perform the agreements on their part respectively in the said Conditions contained.
- V. The plans, agreement and documents mentioned herein shall form the basis of this contract.
- VI. This Contract is neither a fixed lump sum Contract nor a piece Work Contract, but it is a Contract to carry out the work in respect of **“Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank’s Staff Quarters, Baramunda, RBI Bhubaneshwar, Odisha”** to be paid for according to actual measured quantities at the rates contained in the Schedule of quantities or as provided in the said Conditions.
- VII. The Contractor shall afford every reasonable facility for the carrying out of all works relating to said the work in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors, etc. after the completion of such works.
- VIII. The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
- IX. The Contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc., which may come to the possession or knowledge of the Contractor during discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat

the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any of the works in any trade or technical paper or elsewhere without the previous written consent of the Bank. The Contractor shall indemnify the Bank for any loss suffered by the Bank because of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Bank shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

- X. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from the day after the date of issue of formal works order as provided for in the said Conditions whichever is later and to complete the entire work within specified time period subject nevertheless to the provisions for extension of time.

B. Services to Be Rendered by the Contractor:

The contractor shall:

- i. Ensure that he deploys trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank/ employer under the agreement.
- ii. Ensure that all persons employed by him, for the purpose for rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.
- iii. Ensure that his employees, while in the office or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum and dress code (as approved by the Bank),safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- iv. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- v. Ensure that no employees of the contractor will enter or remain on the Bank's

premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.

- vi. Be liable for any damage caused to the bank or its premises or any part thereof or to any fixtures or fittings/equipment's thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- vii. Supply identity cards and uniforms (preferably white / as approved by the Bank) to his/ her employees or agents who shall be doing the job at the Bank's premises. All the employees and agents should bear the identity card and proper uniforms for all the times while they are working in the Bank's premises.

C. Minimum wages

- I. Rates quoted by the firm should be in accordance with the Contract Labour Act 1970 /minimum code 2019/ Minimum Wages Act. Tender having quoted rates below the prescribed rates will be rejected. The firm shall ensure payment of minimum wages to the workmen employed by they/them through NEFT to their bank account/s and shall maintain a register of wages and shall issue a wage slip to every workman employed by they/them and obtain their signature or thumb impression on the wage slips. In addition, they have to provide essential amenities like drinking water, first aid facility etc. to their employees as per Contract Labour Act 1970/latest code 2019.
- II. Salary of the employees shall be disbursed through NEFT only to their bank account and a copy of the NEFT payment shall be produced with the bill to be submitted to the Bank for payment.
- III. The successful Tenderer has to give undertaking on Non Judicial Stamp Paper of applicable value before the award of the work that he undertakes to actually pay wages to all the labourer of all descriptions to be engaged by him for completion of that particular job/work at the rate which is not less than the one prescribed under minimum wages under CLRA Act and also keep the Principal Employer indemnified against all the actions that may be initiated against the Principal Employer by the Statutory Authorities for his failure to pay such wages and provide the essential amenities.
- IV. The successful Tenderer shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the Payment of Wages Act, 1936, Minimum Wages Act, 1948 and code 2019, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/statute in force in this regard. The firm only shall be responsible for liabilities, if any, in this regard.
- V. The Bank may also insist, if necessary, the successful Tenderer for bank account payment of labours and he will furnish the bank account details of engaged labours as proof of payment on enquiry.

D. Prevention of Sexual harassment Clause: The Service Provider / Agency shall comply with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013".

- a. The Service Provider agency shall be solely responsible for full compliance with the provisions of the “sexual harassment of women at workplace (prevention prohibition and Redressal) Act 2013” in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the Service Provider/ agency and the Service Provider/ agency shall ensure appropriate action under the said act in respect of the complaint.
- b. Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The Service Provider shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Service Provider, for instance any monetary relief to Banks employee, if sexual violence by the employee of the Service Provide is proved.
- d. The Service Provider shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.
- e. The Service Provider shall provide a complete and updated list of its employees who are deployed within the Banks premises.

E. 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 as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

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

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

F. Insurance:

The successful tenderer shall take workmen compensation policy for the workers engaged in the work. The successful Tenderer shall indemnify the Bank for any loss or damage that occurs to persons or building or third party while executing the work. Third

party liability in successful Tenderers all risk policy shall be minimum Rs. 2 lakh per person for any one accident or occurrence and Rs. 5.00 lakh in respect of damage to property for any one accident or occurrence.

Note: These policies shall be valid till the completion of the work. If the successful Tenderer 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 successful Tenderer.

G. Termination of Agreement:

- i. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
 - a) In the opinion of the Bank (which shall not called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - b) The contractor commits a breach of any terms and conditions of this agreement and/ or
 - c) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/ or
 - d) There is any variation in the ownership/ partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
- ii. In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

H. Penalty for Delay in Services during Defect Liability Period (DLP) and Comprehensive Annual Maintenance Contract (CAMC) period: The clauses indicated in the tender in this respect shall be applicable.

I. Stamp duty: The contractor shall bear the cost of the stamp duty of this agreement. Bank shall retain the original and the contractor shall retain the copy of the same.

J. The contractor shall ensure payment of minimum wages to the workmen employed by him/ her/ them.

K. The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

L. The several parts of this contract have been read and fully understood by the contractor.

M. All payments by the Employer under this Contract will be made only at

Bhubaneswar.

- N.** In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said specifications and the schedule of quantities.
- O.** The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.
- P.** The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

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

If the contractor is a partnership or an individual.	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.
If the contractor is a partnership or an individual. If the contractor is a company.	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said duplicate/ has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause:

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

Shri

(Name and designation)

In the presence of witnesses

(1)

Address.....

(2)

Address.....

SIGNED AND DELIVERED BY

(1)

Address.....

(2)

Address
.....

Witnesses

The COMMON SEAL OF:

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

OnIn the
Presence of

(1)

(2)

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

(1)

(2)
.....

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

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

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

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

Section III

Commercial and General Conditions of Contract

1. E-tenders are invited from Original Equipment Manufacturers or their authorized dealers/integrators for the work “**Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank’s Staff Quarters, RBI Bhubaneshwar**”.

3.1.1 The firms which do not comply with the following pre-qualification criteria and do not submit EMD will not be considered for opening of Part-II of their tender.

3.1.2 Eligibility Criteria

i) Should be an Original Equipment Manufacturer (OEM)/ authorized dealer/ system integrator of Automatic organic waste converter machines in India.

AND

ii) Work Experience: Experience of minimum 5 years in undertaking similar work of Supply, Installation, Testing and Commissioning of organic waste converter machine of minimum capacity 350 Kg for office buildings/commercial/residential premises. The similar work should have been undertaken on or before April 30,2020.

AND

iii) Qualifying criteria: The intending tenderer must and have executed successfully similar works viz. Supply, Installation, Testing and Commissioning of fully Automatic Organic Waste Converters of minimum capacity 350 Kg for office buildings/commercial/residential premises during last five years ending April 30,2025 of value as under:

(a) Three works each costing not less than the amount equal to 40% of the estimated cost

OR

(b) Two works each costing not less than the amount equal to 50% of the estimated cost

OR

(c) One work costing not less than the amount equal to 80% of the estimated cost

AND

iv) Yearly turnover of 100% of estimated cost duly supported by audited financial statements.

AND

v) Full-fledged office set up in Bhubaneshwar for rendering after sales service.

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

- **Completion certificate and copy of work order to determine work experience criteria.**
- **Copies of detailed work order with completion certificates indicating scope and value of qualifying works along with client's certificate.**
- **A certificate issued by Chartered Accountant indicating turnover for last three years along with the audited financial statement for the same period.**
- **Proof for service set up at Bhubaneshwar.**
- **Duly filled, stamped, and signed Part 1 of the tender (All pages) and corrigendum if any (All pages)**

A Tender submitted by a firm who is found to be **not** satisfying the above criteria will be rejected.

Note: 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.

3.1.3 e-Tender submission:

The e-Tender shall be prepared and submitted online in two parts, viz., Part I and Part II clearly indicating on the covers "Part I – Technical and Commercial" and "Part II – Prices", respectively on MSTC portal. Telegraphic, Fax and E-mail e-Tenders will not be accepted. Insertions, post-scripts, additions, and alterations shall not be valid unless confirmed by the e-Tenderers signature. All copies of the e-Tenders should be complete in all respects with all attachments/ enclosures/ annexures.

Tenderers are advised to submit e-Tender on MSTC website (www.mstcecommerce.com/eprocn) If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head/ paper. Each page of the forms shall be signed and submitted.

3.2 Pre-Bid Meeting: An offline pre-tender briefing meeting of the intending tenderers will be held at 11:00 hours **on June 06, 2025** in Estate Department, Reserve Bank of India, Bhubaneshwar to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II).

3.3 The E-Tender should be submitted / uploaded till 14:00 hours **on June 19, 2025**. No tender will be received/accepted after 14:00 hours **on June 19, 2025** under any circumstances whatsoever.

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

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

3.5 Part I – Technical & Commercial

3.5.1 Part I shall contain the unpriced e-Tender consisting of scope of works as specified and documents and commercial terms and conditions, technical aspects of the tender such as equipment data sheets, tests, and inspection, makes of materials, technical description, drawings etc.

3.5.2 Part I of the tender having EMD and **Pre-Qualification documents** of the e-Tender to be uploaded in MSTC portal shall contain the following over and above the documents mentioned elsewhere in this tender document:

- a) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the e-Tender documents.
- b) List of deviation, if any, in commercial/technical specification.
- c) Detailed proposed full equipment details, relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered.
- d) A letter from the OEM, authorizing the bidder to participate in the e-Tender along with a copy of the agreement with the OEM as regards implementation of similar projects in India and their after sales service (applicable only if bidder is an authorized dealer or system integrator)
- e) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while submitting the technical bid.
- f) The e-Tenderer should have maintenance set-up at Bhubaneswar. Address & telephone / fax nos. of maintenance set-up shall be indicated.
- g) Technical data sheet as given under Section IX shall be filled up giving full information.
- h) Other Certificates / Declarations as per [Annexures \(A-M\)](#) enclosed to be submitted.

- i) Duly filled in and signed copies of client's reports (from two clients in the attached format, for whom similar works is executed) and Banker's certificate in separately sealed envelopes.

3.5.3 Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before Tendering.

3.5.4 The Tenderers are advised to submit the e-Tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the e-Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the e-Tender documents has any price implications, the same should be considered and included in the quoted price. **Any Tender containing deviation from the terms and conditions is liable for rejection.**

3.5.5 The e-Tenderers shall submit full details of the patent, trademark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party about design or any part of the system.

3.5.6 All information, correspondence letters shall be addressed to **Regional Director, Reserve Bank of India, Estate Department, Bhubaneswar.**

3.6 Part II - Price

Part II – “Price bid”, supplied along with the e-Tender.

- (a) This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the e-Tender will not be considered and will be treated as null and void.
- (b) If any of the documents is missing or unsigned, the e-Tender may be considered invalid by the Bank in its discretion.
- (c) All erasures and alterations made while filling the e-Tender must be attested by initials of the Tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the e-Tender void at the Bank's option.
- (d) No request for any change in rate or conditions after the opening of the part II of the e-Tender will be entertained.
- (e) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
- (f) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in figures and words, the rate quoted in words will only be considered for arriving at the total amount for that item.

3.8 Opening of e- Tender

Part I of the e-Tenders will be opened online on **June 19, 2025 at 14:30 hrs.** Price bid (Part II) of only those e-Tenderers who are found eligible after scrutiny

of their Part I of the Tenders will be opened on a subsequent working day which will be intimated to all the eligible Tenderers.

3.9 Brief Scope of Work

3.9.1 The scope of work shall include the following.

- Removing and dismantling existing old 250 Kg OWC and taking away from the premises.
- Supply, Installation testing and Commissioning of Fully automatic organic waste converter of capacity 350 Kg at Bank's Staff Quarters Baramunda, RBI, Bhubaneswar.
- The work includes insurance, packing, handling, transporting, loading and unloading etc. at site.
- Bank shall provide electricity point and drainage connections at the point nearer to the place of installation of machine.
- Providing operator services for daily operation and upkeep of machine by deputing an experienced and qualified operator at said location.
- Providing regular Inspection and maintenance/ Upkeep of system inclusive of periodic service etc.
- Approval, if any, of local statutory authorities for commissioning of machine.

3.9.2 The Tenderer should indicate the complete description of the working of the system / sub systems and their power requirements with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications:

3.9.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.

3.9.4 Tenderer shall supply all tools, plants, scaffolding, labour and consumables etc as required for installation, testing and commissioning of the system.

Validity of e-Tender

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

3.10 Lowest e-Tender Not Necessarily to Be Accepted

3.11.1 The Bank is not bound to accept the lowest or any e-Tender or to assign any reason for non-acceptance.

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

3.12 **Earnest Money, Security Deposit & Security during Defect liability period**

3.12.1 All Tenderers shall deposit Earnest Money of ₹ 19,000/- through NEFT and details of NEFT (scan copy) shall be uploaded with the tender or send through email at estatebhubaneshwar@rbi.org.in before 14:00 hrs of last date of submission of e-tender. The EMD paid by the tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfilment of the Contract. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. EMD of successful bidder will be released after submission of Bank Guarantee of 5% of the contract value as performance security as mentioned in clause No. 3.12.3. The EMD of unsuccessful tenderer shall be released on acceptance of the tender.

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

3.12.3: Performance Bank Guarantee (PBG) as security deposit:

On award of the work, the successful tenderer shall furnish a **Performance Bank guarantee (PBG) from any scheduled Bank in the form prescribed by the Bank towards security deposit or amount equivalent to PBG through online mode (NEFT / RTGS) for the entire period of currency of contract for due fulfillment of the contractual obligations by the contractor for the due fulfilment of the contract**, within 14 days after award of work, amounting to 5% of the contract amount initially valid till virtual completion of the work. After the virtual completion, the same shall be extended till 03 years from the “date of virtual completion of the work”. After 3 years, the PBG of 5% will be returned provided the contractor submits a fresh BG of 2% of the contract value valid for remaining 3 years. In case of any delay in submission of the PBG, penalty will be deducted from the bills of the contractor at Bank rate. RBI Bhubaneshwar has the right to invoke the PBG to compensate any fault/ penalty/ lapse in services by the contractor.

3.13 Terms of Payment

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

1) 70% of the quoted rates after receipt of the material at site and on submission of the following documents:

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

c) Policies of insurance as per e-Tender conditions.

2) Balance 30% of the quoted rates after installation, testing and commissioning and handing over of the entire system and submission of PBG as mentioned in Clause 3.12.3

N.B.: Retention Money of 5% of the bill value shall be deducted from each bill as security towards defect liability period. The same shall be returned after 1 year of DLP.

3.14 Taxes The prices quoted shall be deemed to include GST. If the Tenderer fails to include such taxes and duties in the e-Tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.15 Insurance

The contractor shall, before commencement of the works, submit requisite insurance insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office in the **joint names of the employer and the contractor (the name of the former i.e. RBI being placed first in the policy) for the full amount of the contract.** Such policy shall cover the property of the "Employer" only. The contractor shall deposit the copy of policy and receipts for the premium with the employer within fourteen days from the date of 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 be entitled to such extension of time for completion as deems fit.

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

- **Contractor's All Risk Policy.**
- **Workmen compensation policy for the employees of the contractor at site.**

- **Third party liability policy for a total of Rs.5.00 lakh and with a limit of Rs. 2 lakh per accident.**

3.16 **Completion Period**

- 3.16.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued.
- 3.16.2 **Damages for non-completion**
The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay **liquidated damages** at the rate **0.25% of 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.
- 3.16.3 The contractor shall preferably submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.
- 3.16.4 Bank will provide storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

3.17. A) **Warranty/ Defects Liability Period.**

- (a) The entire system shall be warranted against any manufacturing/design/ installation defects etc. for a **minimum period of one year**. During this period any defect observed in the system shall be rectified **within 3 days** of the observation without any additional cost to the Bank.
- (b) Supply and replacement of all spares, consumables and parts required for smooth operation and serviceability of the system shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor.
- (c) Attending any number of breakdowns calls within stipulated time of 48 hours from the time of registration of complaint. The breakdown shall be attended in the shortest possible time after inspection to avoid any **non-functioning of machine for more than 3 days failure to which Rs 500/- per day** will be deducted as penalty for the delay in operation of the machine with maximum value up to 10% of contract value.
- (d) Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

B) Comprehensive Annual Maintenance Service Contract (CAMSC) after DLP period

(a) The Tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system as per schedule of quantities which will be applicable after one year of defect liability period (DLP). The rates shall also include the charges for the insurance of the workmen for carrying out the above job and GST in respective column in the BOQ in MSTC portal.

(b) The system shall be inspected, upkeep/serviced/cleaned periodically. The periodicity shall be **quarterly or earlier** depending upon OEM recommendations.

(c) The charges for comprehensive annual maintenance service shall include replacement of any part of the system, including all required spares, consumables charge, supply of saw dust, microbes' culture/enzymes etc required for smooth operation of machines, oil/ grease etc., during service contract period. Any defects in the system/sub-assemblies, found within the AMC period, shall be rectified / replaced by the Tenderer without any additional cost to the Bank.

(d) The firm needs to deploy one experienced operator for each of the site to operate the machine whose charge shall be separately paid by the Bank on monthly basis as per the rates quoted in the tender by the firm.

C) Penalty for delay in rectification during CAMS:

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 03 days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. There will be a penalty of **Rs.500/- per day subject to maximum of 10%** of the annual maintenance charges, if the defect in the system is not rectified and machine remains non-operational for more than 03 days during the AMC period as stated above. Any penalty during the AMC shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

D) Penalty for Recovery @ Rs 500/- per day per person for absence of staff during DLP and CAMC.

E) Payment of service charges during comprehensive annual maintenance and operation contract:

The payment during the CAMC and operation period shall be **made on Quarterly basis** on rendering satisfactory service. The payment of operator shall be done on quarterly basis after verifying the attendance report duly signed by caretaker of the colony/or any other Bank's representative. The AMC maintenance and operation contract shall be renewed for a further additional period of at least 4 years after the initial annual service contact period of one year after one-year warranty.

F) Criteria for Renewal of the maintenance and operation contract and amount for

AMC:

The AMC contract for operation & maintenance period is initially for one year. The contract shall be considered for further renewal for (Annually) on same terms and conditions at discretion of the Bank provided the Bank finds the services of the contractor satisfactory.

a) Maintenance Contract –

At the time of renewal of contract after the expiry of the initial validity period of one year and for all subsequent years, the new amount will be arrived at based on following formula.

$AC = AP [(15+60x(EPIC/EPIP) +25x(CPIC/CPIP))] \times 1/100$	
AC	The contract amount for the current year.
AP	The contract amount for the previous year.
EPIC	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
EPIP	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
CPIC	Consumer Price Index for Industrial Workers (All India Average 6 months prior to the commencement date of contract for the current year.
CPIP	Consumer Price Index for Industrial Workers (All India Average 6 months prior to the commencement date of contract for the previous year.

The successful Tenderer shall enter into an agreement for comprehensive annual maintenance contract of the system with the Bank.

b) Operation Contract- The amount shall be renewed based on latest minimum wages declared from time to time by the Odisha State Government (OSG) / Central Government (CG), whichever is higher.

Variation in AMC contract amount:

$$VC = V (SS - SS_0)/SS_0$$

Where,

VC = Variation in Contract cost i.e., increase or decrease in the amount in ₹ to be paid or recovered from previous amount. (Including GST)

V= Previous AMC contract amount in ₹ (including GST)

Sr. No.	Description	Category	Latest Minimum (higher /BSG)	Revised Wages of CG	Previous Minimum wages
1	OWC Plant operator	Semi-Skilled	SS		SS0

Note: The Bank shall compensate the Contractor for any increase in Minimum wages as prescribed by the Chief Labour Commissioner (Central), Ministry of Labour & Employment from time to time and the associated applicable liabilities like Bonus, PF and ESI components shall also be compensated accordingly.

3.18 Payment of wages and Contribution of EPF, ESI, Bonus and HRA:

The Contractor shall ensure payment of minimum wages as per latest wages declared from time to time by Central Government or State Government whichever is higher and other applicable statutory perquisites (e.g. PF, ESI, HRA, Bonus etc.) to the workmen employed by him/her/them through NEFT to their bank account/s and shall maintain a register of wages and shall issue a wage slip to every workman employed by them and obtain their signature on the wage slips. A copy of the NEFT payment along with the proof of applicable PF & ESI return statement in respect of employees deployed shall be produced with the bill to be submitted to the Bank for payment. The firm shall not make any cash payment to their employees. In addition, they have to provide essential amenities like drinking water, first aid facility, etc. to their employees as per Contract Labour (Regulation & Abolition) Act, 1970.

3.19 Packing and Dispatch

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at the Bank's Staff Quarters, Baramunda.

3.20 Signing of Contract Agreement

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

- 1 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the e-Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, technical specifications, etc.
- 2 The e-Tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the e-Tender may be rejected.
- 3 On receipt of intimation from the Bank of the acceptance of his/their e-Tender, the successful Tenderer shall be bound to implement the

Contract and within fourteen days thereof, the successful Tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a e-Tender will constitute a binding agreement between the Reserve Bank of India and the person so e-Tendering, whether such contract is or is not subsequently executed.

- 4 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

3.21 Sufficiency of Schedule of Quantities

1. The Contractor shall be deemed to have satisfied himself before e-Tendering as to the correctness and sufficiency of his e-Tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
2. The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and even be omitted thus altering the aggregate value of the contract.

3.22 Language: The e-Tender including all labels in drawings, documents, catalogues etc. shall be in English.

3.23 Right to Accept Part e-Tender: The Bank reserves the right to accept the eTender either in whole or in part at the same prices quoted by the Tenderer.

3.24 Scrutiny of Financial Bid

- A) Evaluation of e-Tender will be evaluated on the basis of capital cost of the system, rebate offered for dismantling and taking away the old OWC unit and taking into account the effect of comprehensive annual maintenance service charges (CAMC) for 5 years after the expiry of one year defect liability period. E-Tenders will, therefore, be evaluated based on the total owning cost for 6 years which will be arrived at as under:

Cost of Organic waste Converters	Say (A)
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Cost of the comprehensive Annual Maintenance:	Say (B)
<p><i>NPV of comprehensive annual maintenance Service contract charges for the period of 5 years after 1-year defect liability period shall be calculated assuming 5% increase in contract amount every year after first year of AMC, Monthly payment and with a discount rate of 8%.</i></p> <p><i>The manpower charge for operation of machine should be applicable after hand over of the system. Thus, the Multiplying Factor (MF) for working out NPV of AMC and operation charges for 6 years including 1year DLP shall be 4.17</i></p>	
Cost of the Annual operation by deploying manpower.	Say (C)
<p>Note:</p> <p>a AMC amount for calculating the NPV shall be taken as quoted in the Part-II of the tender.</p> <p>b Payment for AMC shall, however, be made strictly as per rates and amounts quoted in the financial bid of tender under head of AMC.</p>	
Rebate for taking away old OWC unit	Say (D)
Net Owning Cost of the work = $\{(A-D)\} + \{(B+C)4.17\}$	Say(E)
The work will be awarded for the lowest value of (E) above. Which is treated “ Successful Bidder ”	

B) i) The rate quoted shall at least meet all the obligations of minimum wages, applicable PF, ESI and other statutory perquisites, as prescribed vide various applicable statutes (CLR Act, 1970 and Minimum Wages Act, 1948 as amended from time to time) and to be paid to the deployed manpower for the captioned work. Therefore, the wages indicated operation are freezed in Part- II of the tender. **The Financial bids not satisfying the minimum wages, applicable PF and ESI, other applicable statutory shall be liable for rejection.** The onus to prove that their bid is meeting the minimum wages criteria as prescribed in the tender lies with the tenderer.

3.25. Pre dispatch Inspection

Before dispatching the equipment to site, the equipment, will be inspected at the discretion of the Bank and tested for various parameters by the Bank's Engineers at the manufacturer's site and then cleared for shipment. This will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the designated site during the period of defects liability.

3.26 Drawings: All required drawings for equipment should be prepared by the Tenderer and submitted to the Bank's engineer for approval before commencement of work.

3.27 Other Issues

The Contractor shall carry out all the work strictly in accordance with the approved drawing, detailed specifications and instructions of the Bank's engineer. If in the opinion of the Bank's engineer/consultant, nominal changes have to be made to suit the site condition and with the prior approval in writing of the Employer, the Contractor shall carry out the same without any extra charge.

3.28. The Tenderer are requested to examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work etc. before submission of e-Tender.

3.29. A Schedule of Probable Quantities in respect of each work and Specifications accompany these Special Conditions. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Employer. Each e-Tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled to show the aggregate value of the entire e-Tender.

3.30. The rates quoted in the e-Tender shall include all charges for scaffoldings, watching and lighting by night as well as day including Sundays and holidays, protection of all other erections, matters or things and the Contractor shall take down and remove any or all such centering, scaffolding etc. as occasion shall require or when ordered so as to do, and fully reinstate and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

3.31. The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the e-Tender amount, subject to such variations as are provided for herein.

3.32. The successful Tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities

and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

3.33. Minimum wages/ Gratuity act / contract labour Act to the workmen: The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen. Also, ESIC coverage shall be ensured to workmen as applicable.

3.34. Labor License: The contractor shall abide by and fulfil all requirements laid down under the Contract Labor (Regulation and Abolition) Act, 1970 and the rules framed there under and all other relevant statutory acts (such as Minimum Wages Act etc.). and fulfil all statutory requirements if applicable. The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labor laws.

3.35 The successful Tenderer must co-operate with the other contractors appointed by the Bank so that the work shall proceed smoothly with the least possible delay.

Date:

Seal & Signature of the Tenderer.

Place:

(By a person holding the Authority/Power of attorney)

SECTION IV

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 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 labor 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. No paint containing lead or lead products shall be used except in the forms of paste or readymade paint. 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. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
13. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
14. During the work execution necessary fire safety measures shall also be taken.

FIRE SAFETY

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

Place:

Date:

Seal & Signature of the Tenderer.

SECTION V

The Conditions Herein before Referred To

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

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

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

h) "The works" Shall mean Supply, installation, testing and commissioning of Fully automatic Organic waste converter For Bank's office premises and two numbers of residential colonies at Bhubaneshwar

2. **Scope of Contract:** The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":
- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
 - b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
 - c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
 - d) The removal and/or re-execution of any works executed by the contractor.
 - e) The dismissal from the works of any persons employed thereupon.
 - f) The opening up for inspections of any work covered up.
 - g) The amending and making good of any defects under clause 20 hereof.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions,

directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The contractor shall prepare the line diagram and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.
5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

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

6. **Setting out of work**: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works**: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the 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.
9. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
10. **Access to works**: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

11. **Bank's Engineer**: The term Bank's Engineer shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Bank's Engineer, or the Employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant General Manager (Tech.) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

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

13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

14. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement.

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the

Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

15. **Sufficiency of Schedule of Quantities**: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
16. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

All authorized extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.

17. **Prices for extra**: The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the schedule of Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

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

- (ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.
- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub-clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated then within six months of the completion of the Contract works as defined in Clause 21 hereof.

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

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

- 19. Removal of improper work** : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the

Specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings &

specifications or instructions and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ any pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

20. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them 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 amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-contractor employed on the works

who has been nominated as provided under clause 12 and 22 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause 2 hereof. The contractor shall remain liable under the provisions of this clause the signing of any certificate or the passing of any accounts by the Employer.

21. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
22. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications

who may be nominated or selected by the Employer or hereby declared to be sub-contractors employed by the contractor and are herein referred to as nominated sub-contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
- (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

23. **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons, and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

24. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as

damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

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

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person,

animal or property arising out of the incidental to the negligent or defective carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

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

1. Contractor's All Risk Policy (C.A.R. policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limit as under: Rs. 5,00,000/- per annum
Rs.2,00,000/- per occurrence

25. **Insurance**: The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of works, against loss or damage by fire with an office **in the joint names of the employer and the contractor (the name of the 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 14 days from the commencement of the works.** In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

26. **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same

(except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.

27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time**: If in the opinion of the Employer the works be delayed(a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.
29. **Contractor's failure to comply with Employers instruction**: If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
30. **Termination of Contract by the Employer**: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the

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

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

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

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

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for 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, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

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

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed or where the same may not apply valuation shall be made in accordance with Clause 17 hereof.

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

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

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

33. **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.
34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2(a,b), 4,5, 14, 20 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
35. **Settlement of disputes by Arbitration**: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single

arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the arbitrator or Arbitrators, as the case may be, shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right of action under the Contract. **Right of technical scrutiny of final bill**

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

Employer entitled to cover compensation paid to workman

37. If, for any reason, the Employer is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

Abandonment of works

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

Return of surplus materials

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

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

40. 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.

Place:

Date:

Seal & Signature of the Tenderer.

SECTION VI

A) APPENDIX HEREIN REFERRED

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Period of final measurement	1 month from the date of final commissioning.
3.	Date of commencement	14th day from the date of work order
4.	Period of completion	7 weeks from the 14th day of work order
5.	Liquidated Damages	Rs.0.25% of the contract value per week of delay subject to a maximum of 10% of the contract amount.
6.	Value of work for Interim Certificate for running bill	70% of the contract value
7.	Instalment after virtual completion	100% of Earnest money deposit shall be released
9.	Period of honoring interim certificate	1 month
10	Period of honoring final bill	1 months

B) Checklist

S.N.	Description	Bank's terms	Whether acceptable to the tenderer or not (please indicate YES or NO)
1.	Validity	90 days from the date of opening Part -I.	
2.	EMD	Rs 19,000/-	
3.	Prices	Shall remain firm for the entire period of contract.	
4.	Completion period	7 weeks from 14th day of the date of issue of work order.	
5.	Liquidated damages for delay in completion of work	Rs.0.25% of the contract value per week subject to maximum of 10% of contract value.	
6	Penalty during warranty & AMC period	As per clause 3.17 (C) & (D)	
7	Guarantee	One year after the date of virtual completion.	
8	Factory & field tests	As per tender terms and conditions	
9	Terms of payment	As per tender terms and conditions	
10	Insurance	Shall include for <ol style="list-style-type: none"> 1. Contractor All Risk Policy. 2. Workmen compensation policy and 3. Third Party Liability policy as per terms and conditions 	

11	Pre-dispatch inspection & tests at factory	Testing facility of equipment shall be made available at factory and same shall be carried out satisfactorily in presence of Bank's Engineer. Dispatch clearance will be given after inspection of material quality and successful performance at factory. In addition to above the vendor will also arrange testing at site conditions before its final acceptance.	
12	Site visit	The vendor shall visit the site before quoting their rates. No extra charges will be given after opening price bid.	
13	Performance Bank guarantee	As per Section 3.12.3	
14	Retention Money	As per Section 3.13	

Date:

Place:

Seal and Signature of tenderer:

Section VII

Schedule of Commercial Deviations

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

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

Seal & Signature of the Tenderer.

Section VIII

Proforma for statement of deviations from Bank's Technical Specification

The following are the particulars of deviations from the requirements of the Technical Specification: -

Sr. No.	Section No.	Clause No.	Deviation proposed	Remarks (including justification)
1	2	3		4

Seal & Signature of the Tenderer.

Section IX

Technical Specifications / Bank's Requirements

Description

This section of the specification includes the scope of work of the contractor. The work includes Supply, Installation, Testing and Commissioning of Fully Automatic Organic Waste Converter following capacity of at Bank's residential colony, Baramunda at Bhubaneswar.

A.) The work includes-

1. Design, supply of **Fully Automatic Organic Waste Composting Machines** that comply Bank's specifications.

The machine will be provided with automatic control panel; power full gear control system for heavy duty operations & it's all other accessories & subcomponents required to complete below process that includes shredding, mixing, composting or any other process required for converting the waste as soil supplement. The output of the machine should be odour free.

2. Installation, testing and commissioning of machine on the site and location as proposed by Bank's engineer. It includes loading, unloading, use of hydra etc assembling of components, installing at site, connection to nearest available power supply point and drainage point or any other work required for successfully installing and running the machine as per OEM requirement shall be under the scope of contractor.
3. Tenderer shall also supply minimum 25 nos. manure collection / transfer trays having minimum 15 Kg capacity each of machine.
4. The work shall be taken for execution only after the entire material has been supplied at site.
5. Running and operating the machine on daily basis on each site as per the procedure recommended by OEM and by deputing one technician/operator for the site. **Any material like sawdust or microbe culture etc. if required to run the machine shall be arranged by the contractor at its own cost.**
6. To carry out quarterly inspections and maintenance services under warranty period of one year and annual maintenance contract initially for a period of four years and further extended as per terms mutually agreed upon to.

B.) Work carried out by bank-

1. Bank shall provide suitable size 3 phase supply (as per OEM requirement) at nearby location. The firm needs to connect its machine to the power supply point available at 5-7 mtrs from the machine on its own with suitable plug top etc. as required. Any additional earthing requirement, if required, for the machine shall be in scope of the firm.
2. A drainage line shall be provided by the bank to the nearest point at a distance of 5 mtrs approx. from the machine. Connecting the machine to this point shall be under the scope of the firm.

3. Any other civil work like foundation/platform to keep the machine and canopy to protect the machine from climate changes, shall be provided by the Bank as per the requirement of the said machine. **However, firm needs to inform the bank in advance (at least one month prior to the date of delivery) to carry out said works before delivery of the machine.**

C.) Machine specifications-

- (a) The Organic Waste Composting Machine should be continuous composting system with the capacities per day as mentioned in the tender bill of quantity but not a batching system.
- (b) It will be a **fully automated on-site compostable waste decomposition system** that decomposes compostable waste using an energy-efficient and automated control process. The system requires no enzymes additives or fresh water during the entirety of the decomposition process also the system recycles the heat energy reducing overall consumption of power.
- (c) The OWC machine should fully automatic and micro-organisms digestion-based mechanism of compost.
- (d) The equipment should be able to handle both the treatable dry and wet waste and turn the domestic / organic waste into manure within 24 hours maximum.
- (e) The OWC machines should have facility of safety interlock for emergency switch and auto off if loading door get opened.
- (f) The **inside vessel is constructed of SS 304** and the decomposition chamber has means of mechanical agitation. The chamber has **jacket with substantial heat insulation and well-sealed inlet and outlet doors** so as to minimize heat loss and energy consumption.
- (g) The **outer body material** shall be robust, durable with **Mild Steel MS** material and powder coating.
- (h) There should not be any separate requirement of venting and freshwater connections to said machines.
- (i) The main motor continues with gear drive to reduce friction, noise and to transfer 100 % rotational energy to the rotating shaft. The material of the **heavy-duty rotating shaft is SS304** with suitable size diameter to make it strengthen and long life.
- (j) The decomposing chamber can produce 80 degrees centigrade during the processing to ensure that the end-product is essentially odour free.
- (k) The machines are provided with **activated carbon filter/deodorizer** to make environment odourless.
- (l) The OWC machines should have **either inbuilt shredder** should be supplied with machines for shredding process. The rate of external shredder if required shall be incorporated in the rate quoted for OWC machine and not separately.
- (m) The OWC machines should be **noise free and odourless** should have proper exhaust system provided with these machines.

(n) **Control Panel-** It should be cubicle type fixed / attached to OWC machine outer body and dust, rain, waterproof (IP 65) with suitable control and protection devices / switchgears like overload relays, undervoltage protection, timers, contactors, connectors etc. Machines should be designed to withstand power supply fluctuations from DISCOM side.

(o) **An emergency stop shall be provided on the outer cover of the machine to switch off the machine during emergency breakdown situations.**

(p) The OWC machines should have separate door for waste input & separate door for compost removal.

(q) Heating method used in the OWC machines should have **temperature controller and humidity sensor** inside the machines to avoid over burning of compost.

(r) This OWC machine should be supplied **with 4 core armoured FRLS copper cable with 2 runs of copper bare earth conductor of suitable size (as per OEM's requirement)** and minimum length 10 meters per machine of approved make. All cables/conduits to be laid on wall, underground on the hangers wherever necessary and as directed by Bank's engineer with required hardware accessories.

(s) The system shall convert organic waste added to the machine into rich compost by reducing its weight and volume by almost 70-80 % of the original waste input. It should compost minimum waste as mentioned in bill of quantities per day without affecting the general operation of the system fully automatically to get ready to use compost for use in a day.

(t) The organic waste composition machine should process following waste items, **Domestic / residential waste** -Vegetable's waste, fruits and skins, cooked or un-cooked food, meat, bones, eggshells, bread, bakery items, tissue and compostable plates etc.

Garden waste – Dry leaves, dead tree roots, small branches etc. **Vegetable Market Waste** – rotten vegetables, fruits, flowers etc.

m) The tenderer should specify and furnish a list of non-treatable items with the tender document. The same shall be pasted on/nearer to the machine in the form of laminated charts.

n) The machine shall be provided with **automatic weighing system** with live display on the screen.

o) The machine should be so designed that it comply with statutory guidelines related to environmental protection and organics waste management for urban areas . The machine shall carry out its operations in such a way as to minimize adverse impact upon the natural environment and prevent any spread and release of contaminated or hazardous substances.

D.) Factory inspection

The machine should be inspected at factory by Bank's representative for its performance and to verify the switchgears used before dispatch of material. The contractor needs to

inform the same at least 7 days in advance before proposed date of delivery to avoid any delay due to it.

E.) Testing and final handing over of the System

The contractor shall arrange and provide at no extra cost, the services of a competent, factory-trained engineer or technician authorized by the manufacturer of the organic waste composting machines to technically supervise and participate during all the adjustments and tests for the system. At the final inspection he shall demonstrate that the systems function properly in every respect before hand over of the system.

F.) Practical Training

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

Documentation

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

Duties of machine operator arranged by the contractor.

- a.) The firm should deploy one operator individually for each site where machines are proposed to be installed.
- b.) The operator should be well qualified to run the machine as per the steps and procedures laid down by the OEM of the machine.
- c.) The operator needs to run the machine on daily basis.
- d.) Any fault in the machine due to mishandling of operator shall be borne by the firm itself and no extra charges shall be paid for it by the bank.
- e.) Secondary segregation of provided organic waste to avoid any non-permissible or nonbiodegradable material gets feed into OWC machine.

- f.) Supplying and feeding of organic waste, **saw dust, microbe culture (as per OEM recommendations and arranged by the firm)**, operating of machine and collecting of final output in the trays and handing it to the gardeners.
- g.) Record keeping of weight record of organic waste received and weight of machine output on daily basis.
- h.) Housekeeping the plant, floor and surrounding area of OWC plant by water to avoid odour and maintain required hygiene.
- i.) Attend minor mechanical functions like lubrications etc and report malfunctioning of the machine to the Bank and its firm. The operator should have tools and tackles provided by the firm that are required to successfully operate and maintain the machine in good condition.
- j.) There shall be a penalty of **Rs 500/- per day per operator** for the unauthorized absence of the operator and non-running of the machine.
- k.) The bank shall pay the charges of the operator on **Quarterly basis** as per the rates quoted by the firm in its contract after verifying the attendance of the operator in attendance sheet signed by caretaker/bank's representative which is to be submitted along with invoices.

Scope of work during Comprehensive Annual Maintenance Contract

- i.) To carry out **quarterly inspection and servicing** of machines by the trained/skilled/experienced engineer deputed by the OEM and submission of test reports for the same. Their lodging and transportation charges etc. shall be borne by the contractor. The engineer should carry required tools and tackles and machines etc. arranged by its own to carry out repair and servicing work. No extra charge shall be paid by the bank for such visits and arrangements.
- ii.) The bank shall pay AMC charges only after verifying the service reports duly signed by caretaker and submitted Quarterly by the firm along with its invoices.
- iii.) The scheduled servicing includes general checkup of machines oiling and greasing of rotating parts, checking, and testing of alignment of rotating parts, gears, safety controls, interlocking, any type of leakage, tightening of electrical connections, rubber gaskets, working of indicating instruments like weighing system temperature sensors and humidity sensors etc.
- iv.) Attending any number of breakdowns calls in within stipulated time of 48 hours from the time of registration of complaint. The breakdown shall be attended in the shortest possible time after inspection to avoid any non-functioning of machine for more than 3 days failure to which Rs 500/- per day will be deducted as penalty for the delay in operation of the machine with maximum value up to 10% of contract amount under AMC
- v.) Replacement of mechanical and electrical parts like shafts, bearings, mixer arms, seals, fasteners, door and door locks, motor switchgears if found faulty or due for replacement.

vi.) The engineer should follow prescribed rules and regulations instructed by the bank to carry out the work at Bank's residential premises.

Work not covered under AMC-

Any failure of the machine due to overvoltage/ undervoltage electrical faults beyond permissible limits or any other force majeure incidences like natural calamities, strikes, riots, earthquakes etc. shall not be covered under annual maintenance contract.

APPROVED MAKES OF MATERIALS

S.No.	Item Description	Makes
1	FRLS copper conductor armoured cables	Finolex, Polycab, Gloster, CCI
2	Switchgears (MCB's, Contactors, Overload Relays etc.)	L & T, Siemens, Crompton, Hager, Legrand
3	Connectors	Connect well / Elmech / L & T
4	Timers and relays	Selectron / GIC / Siemens / L& T/ Salzer
5	Heating Element	Technique / Telemechanic / Siemens / Equivalent
6	Contactors	L&T or Schenider
7	OWC fully automatic with shredder	SMS HYDROTECH / TERRANOVA / KWIK COMPOSTER / ECOTECH / GREEN VIRON / ECO SUPPORT / GOLDUST of LAHS GREEN / BIONEER Of EXCEL / ECOMAN / BIOFICS/Equivalent make
Note: OEM selected must have their own service set up in Bhubaneswar.		

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

Place:

Seal & Signature of the Tenderer.

Date:

SECTION X

TECHNICAL CHECKLIST TO BE FURNISHED BY THE TENDERER

350 KG machines for Staff Quarters Baramunda at Bhubaneswar:

S. No.	Parameters	Bank's requirements	Offered by bidder
1	Offered make and Model	To be indicated by the firm	
2	INPUT CAPACITY /DAY	350 Kg per day	
3	INPUT	Mixed Bio-Degradable Waste Wet & Dry, tree leaves etc.	
4	OUTPUT	Dry Organic Compost with test reports and parameters matching to compost standards.	
5	REDUCTION BY VOLUME	70-80 % Depends on Material	
6	COMPOSTING METHOD	High Temp. Microbes Supported Natural digestion / Composting	
7	DIMENSIONS	To be indicated by the firm for each machine	
8	POWER SUPPLY	415V +/- 5%, 3 PHASE ,50Hz. +/- 1%	
9	HEATING ELEMENT	Heating Element/Coil field heaters	
10	INSULATION	Should be Insulated with ceramic wool with aluminium cladding.	
11	BLOWER	In-house and stainless steel.	
12	POWER RATING	To be indicated by the firm	
13	PROCESSING TIME	Volume reduction in 24 hrs and 4-5 days for enriching the compost quality during operational running.	
14	SHREDDER	Separate unit	
15	MIXING ARRANGEMENT cutting	Should be Made of SS 304 High Quality Material	

16	COMPOSTING TANK & Support, exterior panels,	Stainless Steel 304	
17	Materials of shaft and mixing blades, cutting and mixing process	Stainless Steel 304 (solid shaft) in- built cutting blades	
18	HANDLES & LOCKS	Standard Handles & Locks	
19	CONTROL PANEL and Control system.	(PLC Based) All control panel parts should be of Standard brands like Schneider, ABB, L&T etc (No Local or Low-Quality Parts Should Be Used) inbuilt PLC and HMI with smart power saving system. Additionally, weatherproof exteriors, over voltage& undervoltage protection, phase failure protection, waste overload function and indicator for power mode heater and power saving mode etc.	
20	Make of motor	Siemens or Kirloskar or equivalent	
21	Safety provision	Human safety sensors & Process safety control system- Shall be provided	
22	Heater type	Thermos pad or equivalent.	
23	Indicators	Forward & Reverse Cycle, Heater With ON & OFF Sign, Overload & Auto Unloading Switch	
24	Switches	Emergency stop & Manual Operation	
25	Loading & Operation	Mechanical loading & Fully Automatic operations	
26	Curing	Not Allowed	
27	Leachate	Not Allowed	

28	Harmful Gases	Not Allowed	
29	Removals/Unloading	Once in a week (mechanical auto unloading by machine) same be stored in 50 Kg bags and excess manure may be taken out after consumption in Bank's premises.	
30	Safety Features	Emergency Switch, Overload Indication function and Safety Switch. Feature – Internal mixing blades automatically stop when input door is opened.	
31	Certification	It should be manufactured by OEM with valid ISO certificate or Equivalent.	
32	Technical Catalogue	Whether Technical catalogue/specification enclosed	

Date:

Place:

Seal & Signature of the Tenderer.

Section – XI

Calculation of Annual operation charges of OWC (For Labour)

Labour Component [INCLUDING GST] – Annual Charges for providing following category of labour.						
Note: The wages indicated in Sr.No.3 of Part -II are freezed in accordance with the minimum wages and statutory provisions of MoLE, Govt. of India as on 28/03/2025. However, bidder who intends to quote higher labour rates than the minimum wages may consider incremental wages under Sr.No. 2. of Part -II.						
					Minimum wages per day (as per MoLE, Govt. of India for B area, as on 01/04/2025 i.e.: (Basic)+(VDA)) (in ₹)	Wages per month (in ₹) c*d*e
Sr. No.	Type of employees	Type of Labour	No. of employees	No. of working days in a month		
	a	b	c	d	e	f
1	Trained and Experienced OWC plant operator	Semi-Skilled	1	30	760	22800.00
2	HRA @ 5 % on (Basic + VDA) for 01 Operator					1140.00
Total Cost of Labour per month						23940.00
Total Cost of Labour per annum - (A)						287280.00
3	EPF @ 13% (includes admin. Charges) on (Basic + VDA) Calculated for 01 operator x (monthly ceiling) x 12 months. (The EPF@13% contribution is payable maximum wage ceiling of Rs. 15000/- or any amount specified by EPFO from time to time.)					23400.00
Total amount (Labour Component) per annum i.e., Sum of 1 to 3						310680.00
Applicable GST on Total amount @ 18 %						55922.40
Grand Total per annum in ₹						366602.40

Section XII

Un-Priced Bill of Quantities

S.No.	Description	Unit	Qty.
1	Supply, installation, testing and commissioning of Fully automatic organic waste converter Minimum processing capacity waste per day as specified below with Stainless steel 304 composting chamber and outside body MS with Powder coating including shredder along with all accessories with standard material complete as the Fully automatic organic waste converter shall be suitable for indoor installation as per specification given in the tender part I (technical specifications) per site condition as directed by site Engineer. The rates shall include charges of material, loading and unloading, labour, transport, insurance etc. and all including applicable taxes.		
(a)	350 kg at Staff Quarters Baramunda, Bhubaneswar	No.	1
	Total capital cost (A)		
2	All-inclusive Comprehensive Annual Maintenance per year including the cost of consumables required for the entire year and cost of all spares for maintenance of above equipment applicable after one year of guarantee/Defect Liability Period as per terms and conditions mentioned in Part I of the tender and including tax after DLP. Note - All accessories required for OWC machine operation including cost of polythene bags shall be borne by the vendor. Cost of supply of new uniform, safety shoes (twice in a year) to the personnel engaged, gloves, ID card etc. and incremental wages over the minimum wages.		
(a)	350 kg at Staff Quarters Baramunda, Bhubaneswar	Per annum	1
	Total comprehensive AMC cost (B)		
3	Annual charges for operating OWC Machine by deputing one trained manpower for OWC for 07 days a week including public holidays from 7.00 AM to 3.00 PM, for loading of waste, segregation of collected waste with other related activities required for OWC, store generated manure in disposal type polythene bags, keeping clean, healthy and working condition of OWC machine and taking away excess manure as and when directed by Bank's Officers. (Note: The wages are freezed in accordance with the minimum wages and statutory provisions of MoLE, Govt. of India as on 28/03/2025. However, bidder who intends to quote higher		

	labour rates than the minimum wages may consider incremental wages under Sr.No. 2. of Part-II)		
(a)	350 kg Staff Quarters Baramunda, Bhubaneswar	Per annum	1
	Total cost of operator (C)		
4	Rebate for dismantling and taking away the old and existing 250 Kg OWC unit on as is where is basis (Rate inclusive of GST) - (D)	No.	1

Net Owning cost of the System (E) = {Net Capital cost (A-D)} + {Annual maintenance and operation charges [B+C] x MF}

Where MF (NPV factor) = 4.17

(Price should not be quoted here and should only be quoted online in the MSTC portal).

Annexure – A

Particulars of Firm:

Sr. No.	Particulars	To be filled by Tenderer
1.	Whether Original Equipment Manufacturer /System Integrator	
	Or Authorized Dealer (Please submit the certificate of authority)	Indicate Yes/No for certificate of authority)
2.	Composition of the firm (Whether partnership / proprietorship /Public Ltd.)	
3.	Names of the proprietor/ partners / Directors of the firm	
4.	GST Number	
5.	Address of the Firm	
	Telephone	
	Email	
	Mobile Nos:	

Seal & Signature of the Tenderer.

Date:

Place:

Annexure “B”

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We
..... (Name of the Bidder and
address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.
..... (Name and residential address of Power of
Attorney holder) who is presently employed with us and holding the position of
..... as our attorney, to do in our name and on our behalf,
all such acts, deeds and things necessary in connection with or incidental to our bid for
the **Supply, Installation, Testing, Commissioning and Operation of Fully
Automatic Organic Waste Converter at Bank’s Staff Quarters, Baramunda, RBI
Bhubaneshwar** including signing and submission of all documents and providing
information / responses to RBI, representing us in all matters before RBI, and generally
dealing with RBI in all matters in connection with our proposal for the said Project.
We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney
pursuant to this Power of Attorney and that all acts, deeds and things done by our
aforesaid attorney shall and shall always be deemed to have been done by us.

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

Annexure "C"

Proforma of Performance Bank Guarantee for Security Deposit

(To be submitted on Non-judicial stamp paper of appropriate value purchased in the name of the issuing bank)

Place_____

Date_____

Regional Director,
Reserve Bank of India,
Estate Department,
BHUBANESHWAR - 750001
Dear Sir/Madam,

Name of Work: Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank's Staff Quarters Baramunda, RBI Bhubaneshwar

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

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹. _____ (Rupees_____ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract.

We, _____ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s _____, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _____ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

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

the sum of Rs_____. (Rupees _____only).

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderers or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs_____ (Rupees _____only).
- b) Our liability under these presents shall not exceed the sum of Rs. _____ (Rupees_____ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to_____ (60 days beyond the contract period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
- e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within or any extended period, all the rights of the RBI against us under this

guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

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

For and on behalf of _____ (Name of the Bank) Signature of authorized Bank official

Name: Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

Witness 2

Signature

Name

Address

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

Annexure “D”

Tenderer’s Minimum Eligibility Criteria:

Summary of the works of Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter (any amount) undertaken by the applicant to establish the experience of five years in this field (Date of work order should be undertaken on or before April 30, 2020)

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name of the Client Organization / Firm:			
	Address:			
	Name of the Contact Person:			
2	His/her Mobile No.:			
	His/her Fax No.:			
	His/her Telephone No/s.:			
	His/her e-mail ID:			
3	Name of the "eligible" work with brief particulars			
4	Work order No. and date			

5	Cost of the "eligible" work as per work order / letter of award:			
6	Date of commencement			
7	Stipulated date of completion			
8	Actual date of completion			
9	Amount of compensation levied by the client for delayed completion, if any:			
10	Gross value of the work completed and paid for:			
11	Whether the tenderer has been engaged by the Client for maintenance and operation under Annual Maintenance Contract (AMC) of the commissioned system (please state Yes or No)			

Annexure “E”

Summary of the works of Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter executed by the applicant during last five years (work completed on or after April 30, 2020, and on or before April 30, 2025) to be considered for meeting the eligibility. (Please submit the documentary evidence in support of)

Sr. No.	Details	Client (1)	Client (2)	Client (3)
1	Name of the Client Organization / Firm:			
	Address:			
	Name of the Contact Person:			
2	His/her Mobile No.:			
	His/her Fax No.:			
	His/her Telephone No/s.:			
	His/her e-mail ID:			
3	Name of the "eligible" work with brief particulars			
4	Work order No. and date			

5	Cost of the "eligible" work as per work order / letter of award:			
6	Date of commencement			
7	Stipulated date of completion			
8	Actual date of completion			
9	Amount of compensation levied by the client for delayed completion, if any:			
10	Gross value of the work completed and paid for:			
11	Whether the tenderer has been engaged by the Client for maintenance under Annual Maintenance Contract (AMC) of the commissioned system (please state Yes or No)			

Annexure “F”

Regional Director,
Reserve Bank of India,
Estate Department,
BHUBANESHWAR-750001

Format For CLIENT’s CERTIFICATE REGARDING PERFORMANCE OF THE BIDDER

Name & address of the Client:

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

- 1 Name of work with brief particulars:
- 2 Agreement No. and date:
- 3 Agreement amount:
- 4 Date of commencement of work:
- 5 Stipulated date of completion:
- 6 Actual date of completion:
- 7 Details of compensation levied for delay (indicate amount) if any:
- 8 Gross amount of the work completed and paid:
- 9 Name and address of the authority under whom works executed:
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11

i) Quality of work (indicate grading)	Outstanding/Very Good/ Good/Satisfactory/poor
ii) Amt. of work paid on reduced rates, if any.	
- 12

i) Did the contractor go for arbitration?	
ii) If yes, total amount of claim:	
iii) Total amount awarded:	
- 13 Comments on the capabilities of the

contractor.

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

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

*

Reporting Officer* with Office seal

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

Annexure “G”

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

On the Letter Head of Bank

Ref. No. _____

Date: _____

Regional Director
Reserve Bank of India
Estate Department
Pt. J.L. Nehru Marg
Bhubaneswar-
751001

Respected Sir/Madam,

Name of Work: Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank's Staff Quarters, Baramunda RBI Bhubaneswar

This is to certify that to the best of our knowledge and information M/s. /Shri..... a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹9,50,000/- (Rupees Nine Lakh Fifty Thousand only). This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

Other particulars are given below for your perusal and record:

S.No.	Particulars	Comments of the 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.	

(Signature)
For the Bank

Note:

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

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

(Signature)
For the Bank

Annexure “H”

Proforma for Indemnifying the Employer Against Non-Compliance to Contract labour Rules/regulations

(On Non-Judicial Stamp Paper of appropriate value)

Regional Director,
Reserve Bank of India,
Estate Department,
BHUBANESHWAR-750001

Dear Sir

NAME OF WORK: Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank’s Staff Quarters, Baramunda RBI Bhubaneswar

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

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

For _____

Authorised signatory.

Name and address of the Contractor:

Sign & Seal of the Contractor:

Date:

Place:

Annexure “I”

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

Regional Director,
Reserve Bank of India,
Estate Department,
BHUBANESHWAR-750001
Dear Sir,

NAME OF WORK: Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank’s Staff Quarters Baramunda, RBI Bhubaneswar

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

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

Yours faithfully,

For _____

Authorised signatory

Name and address of the Contractor:

Sign & Seal of the Contractor:

Date:

Place:

Annexure “J”

Proforma for Undertaking for Operation and Maintenance Confirmation

The Regional Director
Reserve Bank of India
Estate Department,
Bhubaneswar- 750001

Dear Sir/Madam

Tender for Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank's Staff Quarters, Baramunda, RBI Bhubaneswar

We hereby undertake to operation & maintain the Fully automatic Organic waste converter installed by us in your premises satisfactorily, for a period of not less than 6 years including defect liability/warranty period and comprehensive AMC at the rate quoted by us, subject only to the price revision clause specified in the tender.

In the unlikely event of M/s _____ the original equipment manufacturer, failing to provide support in terms of spares etc. due to technological obsolescence or for any reason, we shall continue to provide the services to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted by us for the comprehensive AMC for the period accepted as above.

Yours faithfully,

For _____

Authorized signatory

Annexure – “K”

Undertaking to be given by the tenderer regarding inspection of site of work and acquisition of information affecting this tender

To,

Regional Director,
Reserve Bank of India,
Estate Department,
BHUBANESHWAR-750001

Dear Sir,

NAME OF WORK: Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank’s Staff Quarters, Baramunda, RBI Bhubaneswar

We, the tenderer for the above work confirms that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system.

Date: (Name and address of the company with Company Seal)

Annexure – “L”

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 OWC machine have been stocked	

Date: (Name and address of the company with Company Seal)

Annexure – “M”

Proforma of Letter of Authorization from the OEM to participate in this Bid

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

To,

The Regional Director

Reserve Bank of India

Estate Department,

Bhubaneswar-750001

Dear Sir,

Subject: Authorization Letter to M/s _____ for participation in the bid for Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank's Staff Quarters, Baramunda, RBI, Bhubaneshwar.

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

We herewith certify that the above-mentioned equipment products are current line of products, and we hereby undertake to support this equipment in terms of availability of spares for machine for the duration of minimum 08 years from the date of this letter.

In the unlikely event of M/s _____ (name and address of the tenderer) not remaining our authorized dealer/ partner at any time during the next 08 years (committed support period) and refusing to provide after sales support to you as per the contract conditions, we undertake to extend required after sales support, including supply of spares, either directly ourselves or through any other authorized dealer/ partner.

Yours faithfully,

For and on behalf of

M/s _____ (Name of the manufacturer)

Signature of authorized signatory:

Name:

Designation:

Address:

Date:



Reserve Bank of India

Estate Department

Bhubaneswar

E-Tender for Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank's Staff Quarters, RBI Bhubaneshwar.

PART-II (Price Bid)

Name of Tenderer _____

Address _____

Pre-bid Meeting: 11:30 Hrs. on June 09, 2025

Last Date for submission: 14:00 Hrs. on June 19, 2025

Opening of Part – I : 14:30 Hrs. on June 19, 2025

Venue: RBI, Estate Department, Bhubaneswar-750001

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**RESERVE BANK OF INDIA
ESTATE DEPARTMENT, BHUBANESWAR-750001.**

Price Bid

Name of the work: E-Tender for Supply, Installation, Testing, Commissioning and Operation of Fully Automatic Organic Waste Converter at Bank's Staff Quarters, RBI Bhubaneshwar.

S.No.	Description	Unit	Qty.	Rate (₹)	Amount including GST (₹)
1	Supply, installation, testing and commissioning of Fully automatic organic waste converter Minimum processing capacity waste per day as specified below with Stainless steel 304 composting chamber and outside body MS with Powder coating including shredder along with all accessories with standard material complete as the Fully automatic organic waste converter shall be suitable for indoor installation as per specification given in the tender part I (technical specifications) per site condition as directed by site Engineer. The rates shall include charges of material, loading and unloading, labour, transport, insurance etc. and all including applicable taxes.				
(a)	350 kg at Staff Quarters Baramunda, Bhubaneswar	No.	1		
	Total capital cost (A)				
2	All-inclusive Comprehensive Annual Maintenance per year including the cost of consumables required for the entire year and cost of all spares for maintenance of above equipment applicable after one year of guarantee/Defect Liability Period as per terms and conditions mentioned in Part I of the tender and including tax after DLP.	Per annum	1		

	Note - All accessories required for OWC machine operation including cost of polythene bags shall be borne by the vendor. Cost of supply of new uniform, safety shoes (twice in a year) to the personnel engaged, gloves, ID card etc. and incremental wages over the minimum wages.				
(a)	350 kg at Staff Quarters Baramunda, Bhubaneswar	Per annum	1		
	Total comprehensive AMC cost (B)				
3	Annual charges for operating OWC Machine by deputing one trained manpower for OWC for 07 days a week including public holidays from 7.00 AM to 3.00 PM, for loading of waste, segregation of collected waste with other related activities required for OWC, store generated manure in disposal type polythene bags, keeping clean, healthy and working condition of OWC machine and taking away excess manure as and when directed by Bank's Officers. (Note: The wages are freezed in accordance with the minimum wages and statutory provisions of MoLE, Govt. of India as on 28/03/2025. However, bidder who intends to quote higher labour rates than the minimum wages may consider incremental wages under Sr.No. 2. of Part-II)				
(a)	350 kg Staff Quarters Baramunda, Bhubaneswar	Per annum	1	366602.40	366602.40
	Total cost of operator (C)			366602.40	366602.40

4	Rebate for dismantling and taking away the old and existing 250 Kg OWC unit on as is where is basis (Rate inclusive of GST) - (D)	No.	1		
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Net Owning cost of the System (E) = {Net Capital cost (A-D)} + {Annual maintenance and operation charges [B+C] x MF}

Where MF (NPV factor) = 4.17

(Price should not be quoted here and should only be quoted online in the MSTC portal)

Place:

Signature and seal of the Tenderer

Date:

Name:

Address:

Email:

Phone:

Mobile no.: