



**कृ. बै. म., भा. रि. बै. परिसर, पुणे के लिए कॉम्पैक्ट सीवरेज ट्रीटमेंट प्लांट (STP) का डीएसआईटीसी**

**निविदा की अनुसूची (एसओटी)**

मद	विवरण
ई-निविदा नं	RBI/CAB PUNE/Estate/13/23-24/ET/126
कार्य का नाम	कृ. बै. म., भा. रि. बै. परिसर, पुणे के लिए कॉम्पैक्ट सीवरेज ट्रीटमेंट प्लांट (STP) का डीएसआईटीसी।
निविदा का तरीका	ई-प्रोक्योरमेंट सिस्टम ( <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> ) के माध्यम से (ऑनलाइन भाग । – तकनीकी वाणिज्यिक बोली और भाग ॥ - मूल्य बोली)
पार्टियों को डाउनलोड करने के लिए उपलब्ध एनआईटी की तिथि	13.10.2023 को 17.00 बजे से
बोली पूर्व बैठक	20.10.2023 को 11.00 बजे
बयाना राशि	₹39,600/-
निविदा की फीस	NIL
<a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> पर ऑनलाइन टेकनों-कमर्शियल बोली और मूल्य बोली जमा करने के लिए ई-निविदा शुरू होने की तारीख	26.10.2023 को सायं 4.00 बजे
टेकनों-कमर्शियल बोली और मूल्य बोली जमा करने के लिए ऑनलाइन ई-निविदा बंद होने की तारीख	03.11.2023 को दोपहर 2.00 बजे
भाग-। खोलने की तिथि और समय (अर्थात् टेकनों-कमर्शियल बोली)	03.11.2023 को सायं 4.00 बजे
भाग-॥ मूल्य बोली: भाग ॥ खोलने की तिथि अर्थात् मूल्य बोली के लिए अलग से सूचित किया जाएगा।	
लेन-देन फीस	मेसर्स एमएसटीसी लिमिटेड द्वारा सलाह के अनुसार राशि।



## **COLLEGE OF AGRICULTURAL BANKING**

**RESERVE BANK OF INDIA**

**PUNE**

### **Part I**

#### **REQUEST FOR PROPOSAL (RFP)**

**DESIGN SUPPLY INSTALLATION TESTING & COMMISSIONING (DSITC)  
COMPACT SEWERAGE TREATMENT PLANT (STP) FOR COLLEGE OF  
AGRICULTURAL BANKING, RESERVE BANK OF INDIA (RBI) CAMPUS, PUNE**

**Technical bid**

**Name of Bidder** \_\_\_\_\_

**Address** \_\_\_\_\_

**Date of Issue:** **From 05:00 PM of 13.10.2023**

**Date of Pre-Bid meeting:** **At 11:00 AM on 20.10.2023**

**Last Date for submission:** **2:00 PM of 03.11.2023**

**Date of Opening:** **4:00 PM of 03.11.2023**

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### **Disclaimer**

**College of Agricultural Banking, Reserve Bank of India, Premises Section, Pune, has prepared this RFP document. The information is provided to prospective Bidders, who have been found eligible to bid for DESIGN SUPPLY INSTALLATION TESTING & COMMISSIONING (DSITC) COMPACT SEWERAGE TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA (RBI) CAMPUS, PUNE** for which this RFP has been issued, as per the terms and conditions set out in this RFP and any other terms and conditions related to such information. This RFP is neither an agreement, nor invitation to perform work of any kind to any party.

The purpose of this RFP is to provide requirement of the Bank to all interested parties for submitting their bid. While RBI has taken due care in the preparation of the information contained herein, RBI does not claim that the information is exhaustive. Respondents to this RFP are required to make their own inquiries and they did not rely solely on the information in RFP. RBI is not responsible if no due diligence is performed by the Respondents. Reserve Bank of India reserves the right not to proceed with procurement, 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 procurement 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.

## SECTION – I: Notice Inviting Bids

<b>1.1 Name of the work</b>
<b>DESIGN SUPPLY INSTALLATION TESTING &amp; COMMISSIONING (DSITC) COMPACT SEWERAGE TREATMENT PLANT (STP) FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA (RBI) CAMPUS, PUNE</b>
<b>1.1.1 Eligibility criteria:</b>
<p><b>(a) College of Agricultural Banking, Reserve Bank of India (RBI) Campus, Pune</b> (Refer as The Bank in subsequent) invites sealed Bids From original equipment manufacturers (OEM) or their authorized dealers having recommendation from OEMs for participating in the bid.</p> <p>a. Minimum 5 years of experience in the field of undertaking similar works viz "SITC of the Sewage Treatment Plant (STP) large office buildings / commercial Estate / industrial houses/Government organization/PSU's/residential complex (from the last date of previous month of issue of e-Tender) AND</p> <p>b. Have executed successfully similar works during 5 years (from the last date of previous month of issue of the e-Tender) individually costing as under and executed work for Government/PSU duly signed by Executive Engineer or equivalent rank officer need to attach. In case of work order from private firms, TDS deductions details for the same shall be furnished in support of the same.</p> <p>Three works each costing not less than 40 % of the estimated cost OR</p> <p>Two works each costing not less than 50 % of the estimated cost OR</p> <p>One work costing not less than 80 % of the estimated cost AND</p> <p>c. Have a minimum yearly turnover of 100 % of the estimated cost 19.79 lakh during the last 3 years Bidder should submit a copy of total turnover during last three years i.e. 2020-21, 2021-22 &amp; 2022-23 issued by Chartered accountant.</p> <p>d. Must have after sales service center/franchise support at Pune/Mumbai for providing service during defect liability period and AMC period.</p>
<p><b>(b)</b> and having the service setup in PUNE/Mumbai</p>

## 1.2 Important Information

a	Estimate cost of the work	Rs. 19.79 Lakh
b	Bid security amount / EMD	Rs. 39,600/- (Rupees Thirty Nine Thousand Six Hundred only) by DD/NEFT/BG along with the Technical Bid.BG format as per section VI <a href="#">Annexure 3</a>

c	The Bid Security shall be in form of NEFT.	<p>Details of NEFT are as under: -</p> <table border="1" data-bbox="837 233 1390 1625"> <tr> <td data-bbox="837 233 933 541">1</td><td data-bbox="933 233 1075 541">Name of the Account Holder (as appearing in the Bank Account)</td><td data-bbox="1075 233 1390 541">College of Agricultural Banking, Reserve Bank of India, Pune</td></tr> <tr> <td data-bbox="837 541 933 630">2</td><td data-bbox="933 541 1075 630">Account Number</td><td data-bbox="1075 541 1390 630">8691632</td></tr> <tr> <td data-bbox="837 630 933 826">3</td><td data-bbox="933 630 1075 826">Type of Account (Savings, Current etc.)</td><td data-bbox="1075 630 1390 826">Current</td></tr> <tr> <td data-bbox="837 826 933 915">4</td><td data-bbox="933 826 1075 915">PAN Number</td><td data-bbox="1075 826 1390 915">AAIFR 5286M</td></tr> <tr> <td data-bbox="837 915 933 1005">5</td><td data-bbox="933 915 1075 1005">Name of the Bank</td><td data-bbox="1075 915 1390 1005">Reserve Bank of India</td></tr> <tr> <td data-bbox="837 1005 933 1156">6</td><td data-bbox="933 1005 1075 1156">Name of the Branch</td><td data-bbox="1075 1005 1390 1156">CAB,PUNE</td></tr> <tr> <td data-bbox="837 1156 933 1306">7</td><td data-bbox="933 1156 1075 1306">Address of the Bank</td><td data-bbox="1075 1156 1390 1306">CAB, RBI, University Road, PUNE</td></tr> <tr> <td data-bbox="837 1306 933 1457">8</td><td data-bbox="933 1306 1075 1457">NEFT/IFS Code</td><td data-bbox="1075 1306 1390 1457">RBIS0PUPA01 (0 in the code represents ZERO)</td></tr> <tr> <td data-bbox="837 1457 933 1546">9</td><td data-bbox="933 1457 1075 1546">Name of the Account</td><td data-bbox="1075 1457 1390 1546">Sundry Deposit A/c-DAD</td></tr> <tr> <td data-bbox="837 1546 933 1625">10</td><td data-bbox="933 1546 1075 1625">GST Number</td><td data-bbox="1075 1546 1390 1625">27AAIFR5286M1ZG</td></tr> </table>	1	Name of the Account Holder (as appearing in the Bank Account)	College of Agricultural Banking, Reserve Bank of India, Pune	2	Account Number	8691632	3	Type of Account (Savings, Current etc.)	Current	4	PAN Number	AAIFR 5286M	5	Name of the Bank	Reserve Bank of India	6	Name of the Branch	CAB,PUNE	7	Address of the Bank	CAB, RBI, University Road, PUNE	8	NEFT/IFS Code	RBIS0PUPA01 (0 in the code represents ZERO)	9	Name of the Account	Sundry Deposit A/c-DAD	10	GST Number	27AAIFR5286M1ZG
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9	Name of the Account	Sundry Deposit A/c-DAD																														
10	GST Number	27AAIFR5286M1ZG																														
d	Cost of RFP document	NIL																														
e	Date of Pre-bid meeting	At 11:00 AM on 20.10.2023 at CAB Pune																														
f	Last date and place of submission of completed Bid	03.11.2023 by 02:00 pm																														
g	Date and time of opening Technical Bids	03.11.2023 at 04:00 pm																														

h	Date and time of opening of Financial Bids	Shall be intimated to all bidders later after scrutiny of technical bids
i	Commencement Date	From 14th day of date of issue of work order.
j	Defect Liability Period (DLP) /Guarantee	One year from the date of virtual completion of the work i.e., from the date handing over of STP after successful commissioning and getting statutory approval.
k	Retention Money	Performance Bank Guarantee (Clause 3.9)
l	Liquidated Damages	@ 0.25% of contract value per week for the delay subject to maximum 10 % of the contract amount
m	Payment condition	Refer clause 3.5
n	Validity of the tender	90 days from the date of opening of technical bid
o	All disputes arising shall be subject to the jurisdiction	PUNE
P	Contact person communication in connection with this RFP	Name & Designation: Shri Sudhansu Vikram, Assistant Manager (Tech-Civil) Phone:020-25582373 Mobile No.: 9041088108 Email: <a href="mailto:sudhansuv@rbi.org.in">sudhansuv@rbi.org.in</a>
q	Time for Completion	90 days from the 14 <sup>th</sup> date of issue of work order
1.3	Principal, College of Agricultural banking, Reserve Bank of India, PUNE reserves the right to accept or reject any or all Bids without assigning any reasons and also reserves the right to relax any of the terms and conditions. No Bidder shall have any cause of action or claim against the RBI for rejection of his Bid.	
1.4	All information submitted in response to this RFP shall be the property of Reserve Bank of India and it shall be free to use the concept of the same at its will	

Principal  
 College of Agricultural Banking  
 Reserve Bank of India  
 PUNE

## **Section II: Instructions to Bidders**

2.1 **College of Agricultural Banking, Reserve Bank of India (RBI) Campus, Pune** invites sealed Bids from the tenders to submit a technical and financial bid as per the Special condition (**Section III**) and Bank's requirement (**Section V**) in this document.

2.2 **RFP Document:**

2.2.1 RFP shall consist of documents having seven Sections along with any schedules, addendum or corrigendum etc., issued by Reserve Bank of India for the purpose.

2.2.2 Bidders are advised to study all the sections of RFP documents thoroughly. Submission of bid shall be deemed to have been done after careful study and examination of the tender documents with full understanding of its implications.

2.3 **Obtaining of RFP documents:**

(a) The RFP documents enclosed.

2.4 **Pre-bid Meeting**

Reserve Bank of India shall conduct pre-bid meeting(s) at the time and venue mentioned in clause 1.2(e) of Notice Inviting Bid, to answer any queries / provide clarifications that the Bidders may have in connection with the Project and to give them relevant information regarding the same.

2.5 **Amendment to RFP Document**

2.5.1 At any time prior to the deadline for the submission of Bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Bidder, modify the RFP by an amendment.

2.5.2 The said amendment in the form of the addendum/ corrigendum will be uploaded in MSTC portal and RBI web site for information to all prospective Bidders on or before the last date mentioned in Clause 1.2(g) of Notice Inviting Bid. This communication will be binding on the bidders. Prospective bidders should promptly acknowledge receipt of the addendum/corrigendum and upload duly signed on MSTC portal with Part I. The addendum(s) issued will form part of the RFP documents.

2.5.3 In order to provide prospective Bidders reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids. Details of extension if any will be uploaded on MSTC portal.

2.6 **Preparation of bid**

2.6.1 **Technical bid (Section I to VI)**

- (i) Sections I to IX are the part of technical bid. All the sections must be signed by the bidders.
- (ii) Bidder must fill all the details as specified in the Section and upload the leaflet /brochure of product on MSTC portal.

- (iii) EMD shall be part of technical bid & the amount of EMD is indicated in clause 1.2 (b)
- (iv) The RFP documents must be filled in English and all entries must be made by hand and written in ink and uploaded on MSTC portal. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank at its discretion.

#### 2.6.2 Financial Bid: (Refer section VII)

- (i) **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. These prices should have quoted in MSTC portal format and shall include all costs associated with the work including any out of pocket / mobilization expenses, all taxes, charges, levies, cess, insurance, transportation, entry taxes, Labour, other Govt. Taxes like GST etc.
- (ii) Any correction in the amount should be authenticated by the bidder.
- (iii) The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
- (iv) The bidder should ensure that all columns of the price schedule may be duly filled and no column is left blank. After opening of the price bid, no clarifications and conditions whatsoever shall be entertained by the RBI.
- (v) If any columns of the price schedule are found blank than the tender of the respective bidders shall be treated as non-responsive, and will be summarily rejected by the RBI and further EMD shall be forfeited. However, Bank may also take the review in this matter as per clause 3.1.2(e) if required.

2.6.3 It will be imperative on each bidder to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price or time schedule of delivery of items shall be entertained, on account of any local condition or factor once the offer is accepted by the Bidders.

#### 2.7 Period of Validity of Bids

Bids shall remain valid for acceptance by RBI for the period indicated in **clause 1.2 (n)**. This period will be further mutually extended, if required.

#### 2.8 Earnest Money Deposit (EMD) / Bid security:

- 2.8.1 The Bidders shall enclose Bid Security (in form of DD)/NEFT/Bank Guarantee with their Bid for an amount indicated in Clause 1.2 (b) of Notice Inviting Bid. Format of Bank Guarantee in lieu of EMD is at Section VIII. The Bank Guarantee should be valid for six months from the date issue of tender.
- 2.8.2 The Bid Security shall be in form of NEFT and proof of the same shall be uploaded on MSTC portal. No interest on Bid Security shall be paid.
- 2.8.3 **Bids not accompanied by Bid Security, shall be treated as non-responsive, and will be summarily rejected by the RBI.**
- 2.8.4 The Bid securities of unsuccessful Bidders shall be discharged/ returned by RBI after award of work to successful bidder.

2.8.5 The Bid Security of the Successful Bidder shall be returned upon the Bidder on virtual completion of the work.

**2.9 The Bid Security shall be forfeited:**

- (i) Made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or
- (ii) Bidder left blank the column of the financial bid
- (iii) if a Bidder withdraws his Bid during the period of Bid Validity, or
- (iv) The Bidder has been blacklisted by any government agency and the blacklist is still in force.
- (v) In the case of the Successful Bidder, if he fails to complete the work within the prescribed time limit.

**2.10 Procedure for Submission of Bids**

On line MSTC portal two part for this tender

**2.10.1 Technical Bid consist of following items (PART-I)**

- (a) Technical Bid (Section I to Section VI). Please note that prices should not be indicated in the Technical Bid. These documents should be uploaded on MSTC portal and shall be verified by Bank before opening of Part - II. If the firm is not found eligible, Part II of the tender shall not be opened,
- (b) EMD shall be part of Technical bid & shall be uploaded in MSTC portal Part I

**2.10.2 Financial Bid (Part-II)**

Financial Bid (Section VII) shall be uploaded on MSTC portal

2.10.3 If on opening, it is discovered that the Technical Bid and Financial Bid have combined, the Bid will be liable to be rejected.

2.11 No conditional/optional quote (Part II) shall be accepted.

2.12 Bidders shall not be permitted to alter or modify their bids after receipt of bids.

**2.13 Receipt of Bids**

The e Tenders will be accepted till the schedule time and date as referred to in **clause 1.2(f). The bids received thereafter shall not be entertained.**

**2.14 Opening of Technical Bid**

The Technical bids will be opened on the scheduled time and date as referred to in **clause 1.2(g)** at Premises section, CAB, RBI, Pune. The bidders or their authorized representatives may be present, if they so desire.

**2.15 Scrutiny of Technical Bid**

2.15.1 The Technical bid shall be evaluated as per the procedure indicated in special Condition of contract (section III) based on RFP requirements.

2.15.2 After evaluation of the Technical bids, the short-listed Bidders will be intimated about opening of Financial bid. The decision of the Bank on technical suitability of the offer shall be final and shall not be open for discussion.

**2.16 Opening of Financial Bid**

The financial bids of the short-listed Bidders will be opened on the date and time intimated to them. The short-listed bidders or their authorized representatives may present, if they so desire.

**Scrutiny of Financial Bid**

2.17 The Financial bid shall be evaluated as per the procedure indicated in special condition of contract (section III). Accordingly, Lowest bidder (L1) shall be declared.

**2.18 Employer's right to accept any Bid and to reject any or all Bids**

Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Bidder or Bidders. The Employer shall not assign any reason for rejection of any or all Bids. RBI reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract on account of the following.

- (a) in case no Bid is received
- (b) occurrence of any event due to which it is not possible to proceed with the selection process.
- (c) an evidence of a possible collaboration/mischief on part of Bidders, impacting the competition and transparency of the selection process,
- (d) any other reason, which in the opinion of the Employer necessitates the cancellation of the selection process
- (e) On occurrence of any such event, RBI shall notify all the Bidders. RBI is not obligated to Provide any reason or clarification to any Bidder on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the employer on this account.
- (f) The Employer further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Employer is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.

**2.19 Virtual Completion**

Virtual completion of work is considered after installation, commissioning of STP and after getting statutory approval for necessary operation. A taking over certificate will be issued by the Bank.

## 2.20 **Disputes**

All disputes arising shall be subject to the jurisdiction of the appropriate court as indicated in Clause 1.2 o and will be governed by the Laws of India.

Place: (Signature of the bidder with stamp)

Date: (Name)

## **Important instructions regarding e-tender**

This is an e-procurement event of Reserve Bank of India, CAB, Pune.

The e-procurement service provider is MSTC Limited.

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

Tenderers who do not comply with the conditions with documentary proof (wherever required)

will not qualify in the Tender for opening of price bid.

1.	<p><b>Process of E-tender:</b></p> <p><b>A) Registration:</b> 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 type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, CAB, Pune is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> (Version 3)</b></p> <p>1) 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 RBI/MSTC, (before the scheduled time of the e-tender).</p> <p><b>Contact person (MSTC):</b></p> <p>Centralized helpdesk for vendors: 033-234002020/23400021/23400022</p> <p>2. Helpdesk at MSTC Mumbai for vendors: 022-22886268/22822789</p> <p>3. Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – <a href="mailto:tsarkar@mstcindia.co.in">tsarkar@mstcindia.co.in</a></p> <p><b>Contact person (RBI CAB, Pune):</b></p> <ul style="list-style-type: none"><li>• Mrs Anjali Karyekar, AGM, Premises Section</li></ul> <p>Mobile No: 9890945006 Email id: <a href="mailto:askaryekar@rbi.org.in">askaryekar@rbi.org.in</a></p>
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	<ul style="list-style-type: none"> <li>• Sudhansu Vikram (Asst. Manager): 9041088108 (<a href="mailto:sudhansuv@rbi.org.in">sudhansuv@rbi.org.in</a>)</li> <li>• Pooja Pai (JE Civil): 7499116355 (<a href="mailto:poojapai@rbi.org.in">poojapai@rbi.org.in</a>)</li> <li>• Shri Shubham Pisal (JE - Electrical): 7620674626 Email id: <a href="mailto:shubhampisal@rbi.org.in">shubhampisal@rbi.org.in</a></li> </ul> <p>Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> Register as Vendor -- Filling up details and creating own user id and password Submit. For further details, go to System Settings (on dashbar) Download Guide / Video / Registration Guide.</p> <p><b>B) System Requirement:</b></p> <ol style="list-style-type: none"> <li>i) Windows XP-SP3 &amp; above/Windows 7 Operating System</li> <li>ii) IE-7 and above Internet browser.</li> <li>iii) Signing type digital signature</li> <li>iv) JRE 7 update 9 and above software to be downloaded and installed in the system.</li> </ol> <p>To enable ALL active X controls and disable 'use pop up blocker' under Tools&gt;Internet Options&gt; custom level</p> <p>For more details, vendor may refer to the <b>Vendor Guide</b> and <b>FAQ</b> available <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a></p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, CAB, Pune. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.</p> <p><b>Note:</b></p> <p>The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the e-Tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>

<p>4.</p>	<p><b><u>Special Note towards Transaction fee:</u></b></p> <p><b><u>PAYMENT of Transaction fee is online on MSTC site</u></b></p> <p>After making the payment for transaction fee, the vendor should enter the transaction fee details by using the "Transaction Fee entry" Link under "My Menu" in the vendor login. Here the vendor may select the particular e-Tender in which they want to participate by clicking on the tick box at the right and then Clicking on the "Submit" Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date of Transaction, And the Remitting Bank in the given fields and then clicking on the "Confirm" Button.</p> <p><b>NOTE:</b> The bidders should submit the transaction fee well in advance before the last date of submission of e-Tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p><b>Contact Details:</b></p> <p>Centralized helpdesk for vendors: 033-234002020/23400021/23400022</p> <p>2. Helpdesk at MSTC Mumbai for vendors: 022-22886268/22822789</p> <p>3. Mr. Tanmoy Sarkar, Deputy Manager: 8349894664 – <a href="mailto:tsarkar@mstcindia.co.in">tsarkar@mstcindia.co.in</a></p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. <b>Transaction fee is non-refundable.</b></p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
<p>5.</p>	<p>Vendors are instructed to use <b><i>Upload Documents</i></b> 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.</p> <p>Once documents are uploaded in the library, vendors can attach documents through <b><i>Attach Document</i></b> 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 CAB, Pune and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
<p>6.</p>	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of e-Tender by RBI, CAB, Pune as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with</p>

	MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the e-Tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-Tender document. <b>The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</b></p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> of MSTC Ltd.</p>
8	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><b><u>Bidding in e-tender</u></b></p> <ul style="list-style-type: none"> <li>• Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction 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, CAB, Pune.</li> <li>• The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</li> <li>• The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU /Government Departments →RBI CAB , Pune Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</li> <li>• The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run, then the bidder will not be able to save/submit his bid. (for details refer vendor guide &amp; FAQ).</li> <li>• 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 filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</li> </ul> <p><b>NOTE:</b> - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they</p>

	<p>should click withdraw bid link. He/she will not be able to bid again. 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.</p> <ul style="list-style-type: none"> <li>• In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</li> <li>• During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</li> <li>• The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</li> <li>• 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.</li> <li>• It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</li> <li>• Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</li> <li>• 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 &amp; conditions for the e-Tender.</li> <li>• 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.</li> </ul>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, CAB , Pune has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online e-Tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <a href="http://www.mstcecommerce.com/eproc">www.mstcecommerce.com/eproc</a> of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.

16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders
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I/We hereby declare that I/we have read and understood the information provided in Schedule A to Schedule H above.

**Date**

**Place**

**Signature of bidder with seal**

### **SECTION III: Special Condition of the contract**

#### **3.1 Evaluation of Bid**

Bidders are advised to submit firm proposal to meet the RFP requirement. They have to give a presentation of the system to the Banks Official if required.

##### **3.1.1 Technical Bid**

RBI would examine and evaluate responsive technical Bids, as per proposal submitted by the Bidders (format of technical bid selection VI) in line of Bank's requirement mentioned at section V. After evaluation of the technical bids, the short listed Bidders will be intimated about opening of financial bids.

##### **3.1.2 Financial Bid.**

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

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

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

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

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

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

(c)	Period of AMC	5 years
(d)	Payment terms of AMC	Monthly payment after satisfactory completion of the service

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

(F = 3.38, G=4.54)

C = Capital cost of the STP System.

A = The amount quoted for Comprehensive Annual Maintenance Contract.

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

- (b) All vendors are requested to quote for items of the price bid independently instead of quoting as lump sum. If, in the price structure quoted by a tenderer in the financial bid, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless RBI feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- (c) If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- (d) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 'b' and 'c' above.
- (e) In case of any item rate are not filled / found blank, the RFP will be rejected.
- (f) If bidder have quoted lesser amount for CAMC then minimum 5% of CAMC rate will be considered bid evaluation. However actual quoted rates by bidder for CAMC will be considered for award of work.

### 3.2 Execution of agreement

On receipt of intimation from the Bank of the acceptance of his RFP, the successful bidder shall be bound to sign the formal contract within fourteen days thereof. The cost of necessary stamp paper for execution of the agreement shall be borne by the bidder/bidder. The format of article of agreement is provided at Section VI. Before completion of defect liability period, successful bidder is required to enter into agreement for comprehensive maintenance contract.

### 3.3 Defects Liability Period/guarantee

3.3.1 The Defects Liability Period shall be of **one year** from the date of issue of taking over certificate / Virtual certificate.

3.3.2 The Bidder shall, at its own risk and cost, make good, any defects, complete any left-over work as required by the Bank.

3.3.3 The entire system requires 4-years onsite maintenance support excluding defect liability period.

The scope of work as mentioned below are the minimum expected from the firm / agency / contractor apart from break down maintenance and any other work required for operation and maintenance in proper way as per the operation and maintenance manuals of respective equipment and as per good engineering practices will be required to be done under this scope of work. Successful bidder will make Performa for recording the following minimum work schedule/parameters and show to the employer to ensure proper accomplishment of these tasks.

- a. **The scope of work shall cover operation & maintenance of plant in three shift on all seven days of the week and all-in routine, preventive and major/special maintenance works as required from time to time for Operation & Maintenance of STP at CAB campus Pune.**
- b. **Brief details of plants to be operated and maintained:**
  - (i) ST Plant -13 KLD capacity
- c. All the equipment's/installations shall always be kept in good and trouble-free operating conditions.
- d. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions.
- e. All the maintenance works shall be carried out in accordance with the direction/instruction of the Engineer in charge.
- f. **If for any reason any equipment is required to be repaired or replaced from the OEM dealer or in any workshop, the contractor shall coordinate with OEM/dealer if repair is done at site. If equipment is to be shifted to OEM factory, same shall be arranged by the agency. For the same extra payment. extra labour will not be paid for the work.**

## **2. TOOLS & PLANTS**

- a. All the general & special tools, tackles required for proper operation and maintenance shall be arranged by the contractor at his own cost and issue to the staff deployed by him for this work.

### **3. WATCH & WARD**

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

### **4. PERIOD OF OPERATION**

- a. Sewage Treatment Plant (STP) CAB campus Pune be kept under supervision round the clock i.e. 24 hours and 365 days.
- 5. **Schedule of Maintenance:** The purpose of testing the systems (STP) is to ensure to avoid break down and continuous delivery of the required system output. An additional purpose is to detect deficiencies of the system not evident by inspection.

#### **7.1 Daily Tests.**

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

#### **7.2 Monthly tests:**

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

#### **7.3 Quarterly tests:**

- Clean all the sludge from the all the collection chambers, treated water tanks etc.
- Grease all the bearings of pumps & motors.

- Check connections of all the cables, switches and starters on panel.

## **8. WORK TO BE DONE ON EVERY DAY BASIS:**

- a. The scope of work shall cover manning of STP systems round the clock, operation and all routine, preventive and major /special maintenance works as required from time to time for complete STP System for Operation & Maintenance of Installations.
- b. All the equipment/installation shall always be kept in good and trouble-free operating conditions.
- c. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions.
- d. All the maintenance works shall be carried out in accordance with the manufacturer's specifications, instructions of the Bank's Officer/ Security officer.

9. **Penalty clause** - If there is a case of dereliction/ absenteeism in the duty/ ratification any delay in attending the minor complaints within twelve hours after lodging the complaint on telephone/e-mail/ official letter in the independent equipment a penalty of Rs.750/- per day and for major breakdown complaint on telephone/e-mail/official letter shall be attended within 24 hours failing which penalty of ₹1500/- per day shall be deducted from the bill payable to the Contractor.

## **10. TOOLS & PLANTS**

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

## **11. CONSUMABLES**

- a. The rates shall be all inclusive of establishment as well as required chemical dosing, chlorine etc. All consumables and required quantity chemicals shall be arranged by the contractor for which nothing extra shall be payable.

- b. Log book and complaint books, all stationery like registers, sheets, markers, pens and pencils etc. will be supplied by the contractor and no extra payment for these shall be made.

## **12. Special Conditions for CAMC:**

- 1) The STP at CAB campus Pune. The system is required to be maintained throughout the contract period. The contract covers providing the semi-skilled staff for operation, preventive maintenance, replacement / repairing of defective equipment's etc. Staff deployed may be covered under PF and ESIC (if applicable). Attendance/service/maintenance report shall be maintained duly countersigned by caretaker/ Bank's engineer. Contractor should provide his own biometric attendance system for monitoring attendance (in/out) of their staff. Monthly report generated from the biometric system shall be submitted to Bank along with the bill. Rates quoted by the firm shall be in accordance with Contractor Labour Act 1970/ Minimum Wages Act (Central). Tender having quoted rates below prescribed rates will be rejected. Salary of employees shall be disbursed through NEFT only to their bank account and same details may be sent to RBI for verification
- 2) The quoted rate shall also be inclusive of consumable materials i.e. required chemicals, chlorine, alum, jaggery, waste, calico cloth, grease, petroleum jelly, insulation tape etc.
- 3) The contractor should deploy only semi- skilled persons for operation / maintenance work for the STP system including all associated equipment's / subunits i.e. electrical starter panel including timer, contractors, indicators lamps, fuses, battery charging circuits, engine primer (24V, DC motor) etc.
- 4) The semi- skilled person should have thorough knowledge regarding function of system and operation and maintenance of STP as per technical specifications.
- 5) The deployed staff should be familiar operation of pumps / carrying out preventive maintenance of all the equipment's as per the desired schedule. In each month at least one time all equipment's to be checked for its operation & pumps to be checked for its operational ability / functioning on daily basis.
- 6) The deployed person shall attend the complaint which needs any replacement of spares etc. required for the smooth operation after getting the prior approval from Bank's Officials.
- 7) The deployed person shall attend the complaints on holidays / after office hours also considering the importance of the system, in case of emergency.
- 8) The contract amount shall include of all necessary testing charges /tools/for trial/runs/chemicals etc.
- 9) The charges include for carrying out the periodical preventive maintenance of all the Electrical equipment's and proper register to be maintained and the extract shall be furnished to Premises section CAB Pune along with AMC bills
- 10) Whenever particular equipment goes out of order, the fact shall be brought to the notice of the Bank's Engineer immediately. If any need intimation to Bank's Engineer, material need to be replaced, the same shall arranged within

shortest time. Repair / replacement work shall be taken up immediately and to be completed.

- 11) **The contractor should provide common phone / Mobile No. to the pump operators in shift duty at Bank and it is accessible to the round the clock for approach them in case of emergency.**
- 12) The rate quoted should be include for repair/replacement of the equipment in case it develops any defects including operation. In case of any defects, the same shall be repaired within specified period including replacement of spares/components/sub system/chords any other components, part or whole which what so ever, then the defective item/equipment shall be replaced with new equipment without additional cost of the Bank. During such period of repairs or replacement, the contractor shall provide similar standby/spare equivalent temporary for keeping the system in proper working condition.
- 13). Routine maintenance shall be carried out during the defect liability period and AMC in accordance with Bank requirements, all performance checks undertaking should be recorded

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

#### **A. DEPLOYMENT OF STAFF**

- i. The agency shall deploy semi-skilled plant operator and skilled engineer having minimum qualification Diploma in Electrical Engineering/Diploma in Electrical & Electronics Engineering for satisfactory operation and maintenance of STP one shift, further assistance of wiremen for operation of plant will be provided by Bank if required beyond office hours for un-interrupted working of the plants.
- ii. Any extra labour of any nature if required, at any time for attending any repair/break down shall be deployed by the agency at his own cost for which nothing extra shall be payable.
- iii. The deployed labour shall be sufficient, experienced and qualified/trained in operation & maintenance of STP so that all the break downs/repairs are

attended immediately with minimum possible down time. Any unjustified delay in repairing of equipment's shall be treated as breach of contract and suitable penalty shall be imposed and recovered from the monthly bill/security deposited.

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

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

**3.4 Liquidated Damages for Delays during execution of work.**

In case the successful bidder is unable to achieve adhere to the project timelines, the bidder will be charged liquidated damages at the rate {refer to clause 1.2}

**3.5 Payment Conditions:**

- (i) 1) The 50% payment will be made on getting approval from Maharashtra State Pollution Control Board (MPCB) for consent of establishment and on delivery of goods and material at site. 40% amount on installation and commissioning of STP and balance 10% approval from MPCB on getting consent of operation and on submission of 10% Performance Bank Guarantee for five years.  
2) Running account bill will be paid within one month and final bill will be settled within three months after satisfactory completion of work.  
Bank may consider paying interest @3% per annum for delayed payment.  
3). The rate quoted should be inclusive of doing necessary testing on raw & treated sewerages, inclusive of annual maintenance cost for 5-year inclusive of defect liability period of one year. The maintenance scope mainly consist of , preventive maintenance and breakdown services including all spares ,consumables, etc. during comprehensive Annual maintenance contract period and also inclusive of operation of STP through a skilled person on daily basis for a period of entire Five years.
- (ii) Each payment (RA bill & final) is liable to deduct TDS on IT/GST or any other taxes as per the statutory requirements.

The Bidder shall not be liable for forfeiture of its EMD, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or Negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. The Reserve Bank of India will decide whether delay or failure on the part of the bidder was the result of an event beyond his control or not. The decision of the Reserve Bank of India in this regard should be final and binding on the supplier and will not be open to question before any court / forum in any proceedings.

### **3.7      Termination for Default**

The Bank may without prejudice to any other remedy for breach of Contract, by Seven Days (07) days written notice of default sent to the Bidder and upon the Bidder's failure and neglect to propose and/or execute, any corrective action to cure the default, terminate this Contract in whole or in part.

3.7.1

- (i) If the Bidder fails to deliver any or all of the items within the time period(s) specified in the Contract; or
- (ii) If the Bidder fails to perform any other obligation(s) under the Contract.

On termination of the Contract the EMD/ Bank Guarantee of the

3.7.2 Bidder will be forfeited.

3.7.3 On termination of the Contract action will be taken to black list the Bidder.

3.7.4 Bank has right to go in court of law if such situation arises within the jurisdiction indicated in clause 1.3(p).

### **3.7.5      Termination for Insolvency:**

The Bank may at any time terminate the Contract by giving written notice to the Bidder, without compensation to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Bank.

### **3.8      Patents:**

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

### **3.9      Performance Bank Guarantee (PBG):**

Successful bidder shall submit Performance Bank Guarantee for an amount of **10% of contract value** for the **five years** at the time of submission of final bill to Bank. The format of PBG can be seen at Section VI [annexure 4](#). If performance of the system is not up to the mark during these five years PBG will be forfeited.

In addition to the Performance Bank Guarantee as mentioned above, as further security for the due fulfilment of the contract by the Contractor, 5% of the value of the work done will be deducted by the RBI from each payment to be made to the Contractor towards Retention Money. This total amount (Performance Bank Guarantee + Retention Money) will be termed as Security Deposit. Earnest Money Deposit (EMD) will be released after award of work and on submission of Performance Bank Guarantee (PBG). RBI will release the Performance Bank

Guarantee after completion of work and the remaining Security Deposit after rectification of the defects pointed out during the Defects Liability Period. The amounts retained by the RBI shall not bear any interest.

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 and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted. The security deposit of the successful bidder will be forfeited if he fails to comply with any of the conditions of the Contract.

### **3.10 Letter of Award**

- 3.10.1 The Successful Bidder would be notified in writing by RBI by issuing the Letter of Award (LOA) in favour of the Bidder.
- 3.10.2 Prior to the issue of any Taking-Over Certificate, the successful bidder shall supply to the Engineer the specified numbers and types of copies of the relevant as-built drawings, in accordance with the Employer's Requirements. The Works shall not be considered to be completed for the purposes of taking-over (Taking Over of the Works and Sections) until the Employer has received these documents.
- 3.10.3 The successful bidder shall obtain necessary clearance and any other clearance as per Local Bye-Laws / Conditions from the authorities where ever required
- 3.10.4 **Insurance:** The bidder shall obtain and maintain insurance policies at (a), (b) & (C) in all respect before delivery of material at site and during the execution of the work.

During defect liability period and AMC period policies at (a) & (b) will have to be submitted

- a) Work man compensation for working men at site
- b) Third party liability (Rs 2 lakh per person per accident and 5 Lakhs per accident for damage to property subject to overall ceiling as per extant insurance guidelines)
- c) Contractor's all risk policies for contract value including and fire risk

**The vendor(s) need to extend the period of validity of all type of insurance up to extended time in case any extension of time for completion of work is granted by the Bank. Bank will not pay any charges for extending the validity of all type**

**of insurance for such extended period. In absence of valid policy contractor will be responsible, Bank will take policy for the work at contractor's cost or make proportionate recovery.**

3.10.5 The price shall also be firm and shall not be subject to exchange variations, labour conditions, escalation, fluctuations in railway freights or any conditions whatsoever. Bidders must include in their price, excise duty, octroi, **payments to Statutory Authorities**, GST and any other tax and duty prevailing at the time of submission of the RFP and no claim in this regard whatsoever shall be entertained by the Bank.

**3.10.6 Testing of System and material**

**A. The installed capacity of ST Plant shall be got confirmed through consultant/ Third party technical audit in presence of Bank's engineer. Vendor should provide all support & technical details to carry-out the audit. If the capacity is found less, then deduction will be made on pro-rata basis. However, no extra payment will be made if capacity is higher.**

B. The contractor shall arrange for manufacturer's test certificate for any material which the bank may require from time to time before execution of work using intended material. The pre-dispatch inspection and testing of material (third party test) shall be carried-out in Govt. /approved laboratory in presence of Bank's engineer as per relevant IS standards as directed by the Bank.

The testing charges only will be reimbursed by the bank on production of vouchers and receipts.

**3.10.7 Extension of time: (before expiry of original date of completion)**

If the L1 bidders desire any extension of time for completion of work on grounds of their having been unavoidable hindrances in execution or any other ground, they shall apply in writing immediately after the occurrence of the hindrance. Such application shall contain complete details of hindrances, which hindered the contractors in the execution of the work and reference to record of entry in the Hindrance Register. All recording in register shall be recorded jointly by site engineer and contractor's representative. Hindrance pointed out to contractor through email etc shall also be part of hindrance register. The Bank will grant the extension of time, without prejudice to Bank's right to recover liquidated damages or compensation under relevant contract clause. The hindrance due to the Bank will not be the part of calculation of liquidated damages.

3.10.8 **Safety and statutory measures:** The bidder shall take all safety measure during the execution of the work. The Bank will not accept any liability for any mishap / accident caused while working. The bidder shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provision of the Payment of Wages Act,1936 Minimum Wages Act 1948, Contract Labour (Regulation and Abolition) Act,1970, Payment of Bonus Act 1965 amended till date or any other labour law/statute in force in this regard.

3.10.9 **Cleanliness:** All debris shall be disposed of by the bidder as per the rules and regulation of local authorities concerned beyond the property limits and the site shall be kept free of safety/ fire hazards.

3.10.10 **Security Deposit:** Security deposit of 10% of contract amount (including GST, interest free) will be deducted from the bill/s and same will be returned as per clause 1.16. All defective spares shall be replaced free of cost during one year of DLP. All Penalties will be recovered from security deposit account.

3.10.11 The Bidder / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the bank, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder / Agency and the Bidder/Agency shall ensure appropriate action under the said Act in respect to the complaint. The bidder shall be responsible for educating its employees about prevention of sexual Harassment at work place and related issues.

(i) Any complaint of sexual harassment from any aggrieved employee of the bidder against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank

3.10.7 **Non-Disclosure clause:** The Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder 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 Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder 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 Bidder's obligations with respect to non- disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

Place: (Signature of the bidder with stamp)

Date:

Name

## Section IV: Details of Bidders

### 4.1. Particulars of Firm

Sr. No.	Particulars	To be filled by Bidder
1.	Whether Original Equipment Manufacturer or Authorised 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 details with supporting documents	
5.	Address of the Firm	
	Telephone	
	Email	
	Fax	
6.	Work experience in years	

Sr. No.	Particulars	To be filled by tenderer
1	Name of the Bank	
2	Branch Address	
3	Telephone and fax number	
4	Name of the contact person	
5	Credit facility / overdraft facility enjoyed by firm from the Bank	
6	The period from which the firm has been banking with Bank	

**Signature of Bidder with stamp/Date**

**4.2 Prequalification Criteria:** (To be uploaded by bidders on their letter head duly sealed and signed by the authorized signatory)

Following are our Clients for whom we have executed "eligible" works during last 5 years as per the eligibility criteria (Please submit the documentary evidence in support of)

<b>Sr. No.</b>	<b>Details</b>	<b>Client (1)</b>	<b>Client (2)</b>	<b>Client (3)</b>
1	Name of the Client Organization / Firm:			
	Address:			
	Name of the Contact Person:			
	His/her Mobile No.:			
	His/her Fax No.:			
	His/her Telephone No/s.:			
	His/her e-mail ID:			
2	Name of the "eligible" work with brief particulars			
3	Work order No. and date			
4	Cost of the "eligible" work as per work order / letter of award:			
5	Date of commencement			
6	Stipulated date of completion			
7	Actual date of completion			
8	Amount of compensation levied by the client for delayed completion, if any:			

Sr. No.	Details	Client (1)	Client (2)	Client (3)
9	Gross value of the work completed and paid for :			
10	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)			

**Please also provide following details with supporting documents as per prequalification criteria:**

1	Work experience in years (please submit old work order of any amount at least 5 years from the date of publish of this tender)	
2	Turnover of the firm for the last 3 years (year wise) and submit the documentary evidence in support of the same duly certified by Chartered Accountant	
	(a) 2022-23	
	(b) 2021-22	
	(c) 2020-21	

**Details of Service Set up/Franchise in Pune/Mumbai**

1	Name & Address	
2	Telephone / Mobile numbers	
3	FAX numbers	
4	Email address	
5	Details of engineers, technicians etc. including qualifications and designation, contact numbers etc.	

***Note: All the details must be filled in the tender documents only no separate annexure will be accepted. Only Submit documents in support of details filled above.***

**Signature of Tenderer with stamp/Date**

**Check list**

**Information/ Compliances to be submitted by the Bidders**

To be uploaded by bidders on their letter head duly sealed and signed by the authorized signatory

**General Check List of Documents**

S.No.	Description	Bidder's Confirmation
1	<b>Duly filled-in Tender Part-I and Part-II</b>	YES/No
2	<b>Bank Guarantee /NEFT towards EMD</b>	YES/No
3	<b>Power of Attorney</b>	YES/No
4	<b>Letter of Authorization from OEM</b>	YES/No
5	<b>Undertakings ( regarding site visit) and (regarding maintenance confirmation)</b>	YES/No
6	<b>Technical literature of quoted Make &amp; model of S T Plant and write-up of system</b>	YES/No
7	<b>Compliance to all the commercial terms and conditions of the tender</b>	YES/No
8	<b>Compliance to all the technical specifications and conditions of the tender</b>	YES/No
9	<b>Whether information regarding additional warranty offered by OEM for Pump, Motor, starter, PCB circuit , etc Is submitted?</b>	YES/NO

Signature & seal of Tenderer and Seal

Date:

## **SAFETY CODE**

1. Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground, or from solid construction except such short period work as can be done safely from ladders. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder and if the ladder is used for carrying materials as well suitable footholds and handhold shall be provided on the ladder and the ladder shall be given an inclination not steeper than  $\frac{1}{4}$  to  $1\frac{1}{4}$  (1 horizontal and 1 vertical.)
2. Scaffolding of staging more than 3.6 m (12ft.) above the ground or floor, swung or suspended from an overhead support or erected with stationary support shall have a guard rail properly attached or bolted, braced and otherwise secured at least 90 cm. (3ft.) high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such opening as may be necessary for the delivery of materials. Such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
3. Working platforms, gangways and stairways should be so constructed that they should not sag unduly or unequally, and if the height of the platform or the gangway or the stairway is more than 3.6 m (12ft.) above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened as described in (2) above.
4. Every opening in the floor of a building or in a working platform shall be provided with suitable means to prevent the fall of person or materials by providing suitable fencing or railing whose minimum height shall be 90 cm. (3ft.)
5. Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9m. (30ft.) in length while the width between side rails in rung ladder shall in no case be less than 29 cm. (11 $\frac{1}{2}$ "") for ladder up to and including 3 m. (10 ft.) in length. For longer ladders, this width should be increased at least  $\frac{1}{4}$ " for each additional 30 cm. (1 foot) of length. Uniform step spacing of not more than 30 cm shall be kept. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites or work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The contractor shall provide all necessary fencing and lights to protect the public from accident and shall be bound to bear the expenses of defence of every suit, action or other proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions and to pay any damages and cost which may be awarded in any such suit; action or proceedings to any such person or which may, with the consent of the contractor, be paid to compensate any claim by any such person.
6. (a) Excavation and Trenching - All trenches 1.2 m. (4ft.) or more in depth, shall at all times be supplied with at least one ladder for each 30 m. (100 ft.) in length or

fraction thereof, Ladder shall extend from bottom of the trench to at least 90 cm. (3ft.) above the surface of the ground. The side of the trenches which are 1.5 m. (5ft.) or more in depth shall be stepped back to give suitable slope or securely held by timber bracing, so as to avoid the danger of sides collapsing. The excavated materials shall not be placed within 1.5 m. (5ft.) of the edges of the trench or half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances, undermining or undercutting shall be done.

(b) Safety Measures for digging bore holes:-

- (i). If the bore well is successful, it should be safely capped to avoid caving and collapse of the bore well. The failed and the abandoned ones should be completely refilled to avoid caving and collapse;
- (ii). During drilling, sign boards should be erected near the site with the address of the drilling contractor and the Engineer in-charge of the work;
- (iii). Suitable fencing should be erected around the well during the drilling and after the installation of the rig on the point of drilling, flags shall be put 50m around the point of drilling to avoid entry of people;
- (iv). After drilling the borewell, a cement platform (0.50m x 0.50m x 1.20m) 0.60m above ground level and 0.60m below ground level should be constructed around the well casing;
- (v). After the completion of the borewell, the contractor should cap the bore well properly by welding steel plate, cover the bore well with the drilled wet soil and fix thorny shrubs over the soil. This should be done even while repairing the pump;
- (vi). After the borewell is drilled the entire site should be brought to the ground level.

7. Demolition - Before any demolition work is commenced and also during the progress of the work,

- (i) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
- (ii) No electric cable or apparatus which is liable to be a source of danger or a cable or apparatus used by the operator shall remain electrically charged.
- (iii) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion or flooding. No floor, roof or other part of the building shall be so overloaded with debris or materials as to render it unsafe.

8. All necessary personal safety equipment as considered adequate by the Engineer-in-Charge should be kept available for the use of the person employed on the site and maintained in a condition suitable for immediate use, and the contractor should take adequate steps to ensure proper use of equipment by those concerned. The following safety equipment shall invariably be provided:

- (i) Workers employed on mixing asphaltic materials, cement and lime

mortars shall be provided with protective footwear and protective goggles.

- (ii) Those engaged in white washing and mixing or stacking of cement bags or any material which is injurious to the eyes, shall be provided with protective goggles.
- (iii) Those engaged in welding works shall be provided with welder's protective eye shields.
- (iv) Stone breaker shall be provided with protective goggles and protective clothing and seated at sufficiently safe intervals.
- (v) When workers are employed in sewers and manholes, which are in active use, the contractors shall ensure that the manhole covers are opened and ventilated at least for an hour before the workers are allowed to get into the manholes, and the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public. In addition, the contractor shall ensure that the following safety measure are adhered to: -
  - (a) Entry for workers into the line shall not be allowed except under supervision of the JE or any other higher officer.
  - (b) At least 5 to 6 manholes upstream and downstream should be kept open for at least 2 to 3 hours before any man is allowed to enter into the manhole for working inside.
  - (c) Before entry, presence of Toxic gases should be tested by inserting wet lead acetate paper which changes colour in the presence of such gases and gives indication of their presence.
  - (d) Presence of Oxygen should be verified by lowering a detector lamp into the manhole. In case, no Oxygen is found inside the sewer line, workers should be sent only with Oxygen kit.
  - (e) Safety belt with rope should be provided to the workers. While working inside the manholes, such rope should be handled by two men standing outside to enable him to be pulled out during emergency.
  - (f) The area should be barricaded or cordoned off by suitable means to avoid mishaps of any kind. Proper warning signs should be displayed for the safety of the public whenever cleaning works are undertaken during night or day.
  - (g) No smoking or open flames shall be allowed near the blocked manhole being cleaned.
  - (h) The malba obtained on account of cleaning of blocked manholes and sewer lines should be immediately removed to avoid accidents on account of slippery nature of the malba.
  - (i) Workers should not be allowed to work inside the manhole continuously. He should be given rest intermittently. The Engineer-in-Charge may decide the time up to which a worker may be allowed to work continuously inside the manhole.

- (j) Gas masks with Oxygen Cylinder should be kept at site for use in emergency.
- (k) Air-blowers should be used for flow of fresh air through the manholes. Whenever called for, portable air blowers are recommended for ventilating the manholes. The Motors for these shall be vapour proof and of totally enclosed type. Non sparking gas engines also could be used but they should be placed at least 2 metres away from the opening and on the leeward side protected from wind so that they will not be a source of friction on any inflammable gas that might be present.
- (l) The workers engaged for cleaning the manholes/sewers should be properly trained before allowing to work in the manhole.
- (m) The workers shall be provided with Gumboots or non-sparking shoes bump helmets and gloves non sparking tools safety lights and gas masks and portable air blowers (when necessary). They must be supplied with barrier cream for anointing the limbs before working inside the sewer lines.
- (n) Workmen descending a manhole shall try each ladder stop or rung carefully before putting his full weight on it to guard against insecure fastening due to corrosion of the rung fixed to manhole well.
- (o) If a man has received a physical injury, he should be brought out of the sewer immediately and adequate medical aid should be provided to him.
- (p) The extent to which these precautions are to be taken depend on individual situation but the decision of the Engineer-in-Charge regarding the steps to be taken in this regard in an individual case will be final.

(vi) The Contractor shall not employ men and women below the age of 18 years on the work of painting with products containing lead in any form. Wherever men above the age of 18 are employed on the work of lead painting, the following precaution should be taken: -

- (a) No paint containing lead or lead products or product containing these pigment shall be used except in the form of paste or ready-made paint.
- (b) Suitable face masks should be supplied for use by the workers when paint is applied in the form of spray or a surface having paint is dry rubbed and scrapped.
- (c) Overalls shall be supplied by the contractors to the workmen and shall be worn by working painters during the whole of working period.
- (d) Adequate facilities shall be provided to enable the working painters to wash during and on the cessation of work.
- (e) Suitable arrangements shall be made to prevent clothing put off during working hours being spoiled by painting materials.

- (f) Cases of lead poisoning and suspected lead poisoning shall be notified and shall be subsequently verified by medical man appointed by competent authority.
- (g) Instructions with regard to special hygienic precautions to be taken in the painting trade shall be distributed to working painters.
- (h) Employer may require medical examination of workers, when necessary.

9. When the work is done near any place where there is risk of drowning, all necessary equipment's should be provided and kept ready for use and all necessary steps taken for prompt rescue of any person in danger and adequate provision, should be made for prompt first aid treatment of all injuries likely to be obtained during the course of the work.

10. Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform to the following standards or conditions: -

- (i) (a) These shall be of good mechanical construction, sound materials and adequate strength and free from patent defects and shall be kept repaired and in good working order.
- (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength, and free from patent defects.
- (ii) Every crane driver or hoisting appliance operator, shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffolding winch or give signals to operator.
- (iii) In case of every hoisting machine and of every chain ring hook, shackle swivel and pulley block used in hoisting or as means of suspension, the safe working load shall be ascertained by adequate means. Every hoisting machine and all gear referred to above shall be plainly marked with the safe working load. In case of a hoisting machine having a variable safe working load, each safe working load and the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (iv) The contractor shall notify the safe working load of the machine to the Engineer-in-Charge whenever he brings any machinery to site of work.

11. Motors, gearing, transmission, electric wiring and other dangerous parts of hoisting appliances should be provided with efficient safeguards. Hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental descent of the load. Adequate precautions should be taken to reduce to the minimum the risk of any part of a suspended load becoming accidentally displaced. When workers are employed on electrical installations which are already energized, insulating mats, wearing apparel, such as gloves, sleeves and boots as may be necessary should be provided. The worker should not wear any rings, watches and carry keys or other materials which are good conductors of electricity.

12. All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
13. These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at work spot. The person responsible for compliance of the safety code shall be named therein by the contractor. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
14. To ensure effective enforcement of the rules and regulations relating to safety precautions the arrangements made by the contractor shall be open to inspection by the Labour Officer or Engineer-in-Charge of the Employer or their representatives.

**Notwithstanding the above clauses from (1) to (14), there is nothing in these to exempt the contractor from the operations of any other Act or Rule in force in the country.**

## Section V

### 5. Requirement of the Bank / Specification of Package Sewerage Treatment Plant /Scope of the work:

5.1 **Back Ground:** College of Agricultural Banking, Reserve Bank of India, PUNE wants to install **Compact Sewerage Treatment Plant of capacity of 13KLD at its campus at PUNE. The Sewerage treatment would be installed in an open land.** Firms are advised to visit the site before submitting the proposal for actual layout.

5.2 **Scope work shall include" Design, Supply, Installation, Testing and commissioning of Compact Sewerage Treatment Plant at COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA (RBI) CAMPUS, PUNE.**

#### 1. Design Basis: -

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

- Design flow rate = 13KLD (\*135liter per day Consumption as per IS standards\*(85/100)% wastage))
- Type of water = Sewerage Water (Water generated from residential units)
- Design parameters covered are as below;

Parameters	Inlet	Outlet
Flow rate, KLD	13	13
Chemical Oxygen Demand, mg/ltr	600	<50
Biological Oxygen Demand, mg/ltr	300	<10
Suspended Solids, mg/ltr	300	<50
Oil and Grease, mg/ltr	10	<5
PH	6.0 to 8.0	6.5 to 9.5
Turbidity	Not specified	<10NTU
E.Coli	Not specified	NIL
NH4-N(mg/l)	Not specified	< 5
N-Total(mg/l)	Not specified	< 10
TDS	750	

The water so treated should have a typical application such as to be used in

- a. Irrigations,
- b. Car Wash-Water
- c. Flush Water

Note: - The Design should be compact, reduced space and civil work, fully automatic. The design should be made for 13 KLD at COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA (RBI) CAMPUS, PUNE.

## **2. Process Sequence: -**

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

- A. Screening
- B. Oil and Grease Chamber
- C. Collection cum equalisation tank
- D. Package sewerage treatment plant, which should be on aeration process technology or any advanced technology, as per the typical process mentioned by MPCB in their design, operation & maintenance manual.
- E. Filtering consisting of sand filter and active carbon filter.
- F. Excess sludge disposal.
- G. Treated water tank /Steel tank (Epoxy coated) with dosing system.
- H. MBBR Tanks
- I. Settler tank
- J. Balance tank
- K. Filtering consisting of pressure sand filter and active carbon filter
- L. Tank/Steel tank (Epoxy coated) for softener feed

To be uploaded by bidders on their letter head duly sealed and signed by the authorized signatory

<b>Sno</b>	<b>Item</b>	<b>Bank's Specification</b>	<b>Tentative QTY required</b>	<b>Unit</b>	<b>Make ,specs offered by bidder and quantity required</b>
1	STP Module- MBBR supply and installation				
1.1	All drainage valves of GI size – 1 inch (Make – Jindal)	1 Inch	As required	No.s	

1.2	Fine Bubble Diffusers (Make – Universal)	6 Inch	14.00	No.s	
1.3	Frame structure – (Make – Jindal/ SAIL)	1.5X3 Inch Channel size	As required	No.s	
1.4	MBBR media (MAKE – Universal)	Standard	2.50	Cmt	
1.5	Tube Settler Media - PVC Profile (Make – Universal)	750MM	2.00	Cmt	
2	Supply and installation of Sludge Transfer pump	Capacity Head range(minimum) 4 mts, (b) Minimum discharge- 2– 4cu.mrt/hr, (c) Suitable motor, (d) suction/ delivery pipe, (e) Impeller – cast iron, (f) Motor body – iron, (g) Power supply – 415v+10%, (i) Phase 3, 50hz concrete foundation, providing individual heavy class G.I. pipe for suction, interlinking of delivery and recirculation pipe lines.	2.00	No.s	

3	Supply and installation of Blowers for Aeration in reactor & mixing in equalization & Sludge Holding Tank	(a) Head range(minimum) 15 mts, (b) Minimum Air supply of -15 cu.mrt/hr & Maximum upto 20 cum/hr, (c) Suitable motor of 1 HP, (d) delivery pipe, (e) Frame, (f) Motor body – iron, (g) Power supply – 415v+10%, (i) Phase 3, 50hz concrete foundation, providing individual heavy class G.I. pipe for suction, interlinking of delivery and recirculation pipe lines with Heavy class MS/SS pipe and its painting, lined non return valves, pressure gauges with isolation including all necessary accessories etc as required	2.00	NO.s	
4	Supply installation of Disinfectant Lamp UV	Automatically Started, at discharge point Adjustable Frequency MOC : SS Capacity- 75 Watt	1.00	No.	

5	Supply and installation of Filtration Pump	(a) Head range(minimum) 20 mts, (b) Flow –2 cum/hr to 3 Cum/hr (c) Suitable motor of 0.75 HP, (d) delivery pipe, (e) Frame, (f) Motor body – iron, (g) Power supply – 415v+10%, (i) Phase 3, 50hz concrete foundation, providing individual heavy class steel.	2.00	NO.	
6	Supply and installation of Pressure Sand Filter + Activated Carbon Filter	MOC – FRP Vessel Size – 14*65 Complete frontal Piping & Butterfly Valve Complete Media –Silica Sand Filling of size 10 mm to 100 mm Activated Carbon Media – IV size750			
7	Supply and installation of Piping & Valve of all size required for site	(80SCH fitting & 40 SCH piping) GI, UPVC as per the manufacturer specifications.			
8	Supply and installation of Control Panel	Complete with MCBs, / Float Switch & starter Complete – Saddling, Cable knotting Etc Including – External cable for Pump Excluding –			

		Power Cable for Main Supply			
9	Supply and installation of Water Softner	2 KLH Combination of two filters size 13*65 Media – Cationic & Anionic Both & Salt Dosing System Filter make – Pentair Media – Ion Exchange			
10	Supply and installation of Softner Feed Pump Pump	Capacity – 2 KLH Submersible Type, with float mouting			
11	Supply/fabrication and installation of Softner Feed Tank –	6.5 KL Size – 2.25 mtr * 1.5mtr * 2m Sheet Thickness – 5 mm Base frame – 1.5*3 Channel Cagging – 1.5 inch angle MS-Epoxy Coated			
12	Supply/fabrication and installation of Treated Water Tank	6.5 KL Size – 2.25 mtr * 1.5mtr * 2m Sheet Thickness – 5 mm Base frame – 1.5*3 Channel Cagging – 1.5 inch angle MS-Epoxy Coated			
13	Erection & Commissioning including Supply of O & M Manuals and training				
14	Screen	As per the requirement / chamber size	1.00	Each	
15	Brine tank	As per the requirement	1.00	Each	

16	Misc. materials	Screw, clamps, pressure gauge, taps, or any other misc. materials required for fixing the various pipe lines to complete the STP.
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Note:- In case of any change, bidder may indicate in deviation sheet.

The quoted rates shall be inclusive of all required materials & accessories in addition to the above tabulated tentative list if required for installation of 13 KLD STP.

### **3. The Scope of work: -**

The scope of work will be mainly to design the compact treatment plant as per the process sequence as mentioned above for design parameters as listed. Accordingly, the bidder should submit the design calculations and related data to Bank at the time of pre bid meeting. On the same the bidder needs to give a Power point presentation to Bank if required. Based on the design parameters, the sewerage treatment designed should be

- Fully automated operation system
- Totally skid mounted system-easy to relocate.
- Operation friendly System-Easy to Operate & control.

In design, the firms/bidders should clearly indicate the sequence of each process, its capacity & dimensions and material with what it is be made of and if any electrical pumps & electrical panels needed for its running, Electronic water meters (with meter reader for 60-day daily consumption record) for Inlet and outlet. A detail drawing on the same need to be furnished. The scope of work includes supply, construction, installation, testing and commissioning of entire system.

The work should be inclusive of civil construction if any for foundations etc., needed for the work, supply of electrical motors & panel, KWH meter, Hour meter, cables or any other electrical related items needed for the work. If any UG tank to be made should be made of M40 Grade concrete. As open space is limited, bidder should avoid construction of underground sumps. Any proposal if any, consisting of any major UG tanks, will not be considered.

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

The civil construction whatever needed should be done by the successful bidder as per the specifications at the latest prevailing IS: Code and all the work related to installation of compact sewerage treatment plant should satisfy all statutory requirements on the same all bidders need to give a certification.

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

From the Banks side following will be provided

- 1.The approach to site
2. Space for storage of equipment,
3. Electric incoming power supply with earthing to STP panel
4. Continuous basis freshwater connection in STP.

From Contractor side, in addition to required S T Plant machinery and equipment and civil work, following will be arranged within overall quoted price:

1. Sewage incoming pipeline up to the STP.
2. Treated water disposal pipeline beyond STP area.
3. Sludge disposal pipeline beyond STP area
4. Drain arrangement in STP area, Lighting in STP area.

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

**H. Approved Make:**

Unless otherwise one of the approved the following brands shall be used for these works:

<b>1. Pump</b>	<b>Kirloskar/Simens/Crompton Greaves/CRI/Lubi</b>
<b>2. Electrical Motors</b>	<b>Kirloskar/Simens/Crompton Greaves</b>
<b>3. Blower</b>	<b>BOSE/ Martin Audio/Akkash/Universal</b>
<b>4. Filters</b>	<b>Pentair or Equivalent Make</b>
<b>5. UPVC Pipes</b>	<b>Supreme/Ashivad/Prince/Astral</b>
<b>6. Cement</b>	<b>ACC/Ultratec</b>
<b>7. Sand</b>	<b>River sand</b>
<b>8. Iron rods</b>	<b>TATA/ SAIL / VIZAG</b>

**9 Disinfectant UV lamp**

**Aquatronics/Equivalent**

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**10 Steel Tanks**

**Tata steel/Jindal**

**Note:** ISI marked material shall be considered as equivalent subject to approval by the authority.

**Signature of Bidder with stamp/Date**

**Section VI:****Annexure-1**

To be uploaded by bidders on their letter head duly sealed and signed by the authorized signatory

**Detail of system**

6.1	<b>System Specification required to be filled by the bidders and also submit the catalogue and leaflet of their product.</b>		
	<b>Make:</b>	<b>Models:</b>	
<b>Sr No</b>	<b>Description</b>	<b>Qty</b>	<b>Technical details with make and model(Filled by the bidders)</b>
i.			
ii.			
iii.			
iv.			
v.			
vi.			
vii.			
6.2	<b>Details of all types of tanks with Capacity:-</b>		
<b>Sr.No</b>	<b>Type of Tank</b>	<b>Dimension</b>	<b>Capacity</b>
6.3	Bidder must state categorically whether or not his offer conforms to all the tender terms and conditions. If there is a variation in any of the terms and conditions, the extent of variation and the reasons thereof shall be clearly mentioned in the technical bid.		

6.4	Bidder must state categorically whether or not his offer conforms to the specifications given in Section V, specify clearly deviation if any of the tender. Bidder is free to quote better version or to add any better configuration in line with technical specification of Section V.
6.5	I have /have not enclosed leaflet/brochure of the product and Block diagram of system with inter connectivity of different peripherals.  I have /have not visited the site and familiar / not familiar about the condition of the site.

**Deviations if any:**

**Signature of Bidder with stamp/Date**

**FORMAT FOR ARTICLES OF AGREEMENT for the Tender**

(To be submitted after award of work by successful bidder)

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and \_\_\_\_\_ (hereinafter called "the Bidder") on the other part WHEREAS the Employer is desirous of \_\_\_\_\_ and as per Request for Proposal eTender Event No \_\_\_\_\_ date \_\_\_\_\_

AND WHEREAS the Bidder has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions of the contract and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties ( all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said requirement of the Bank and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

**NOW IT IS HEREBY AGREED AS FOLLOWS -**

1	In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Bidder shall, upon and subject to the said conditions, execute and complete the work shown and described in the said specifications and the schedule of quantities.
2	The Employer shall pay the Bidder the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions
3	The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
4	The specification, Annual Maintenance contract, agreement and documents mentioned herein shall form the basis of this Contract.
5	This Contract is deemed to be -
5.1	"DESIGN SUPPLY INSTALLATION TESTING & COMMISSIONING (DSITC) PACKAGE SEWERAGE TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA (RBI) CAMPUS, PUNE"
5.2	Guarantee of the whole system for one year
6	The Bidder shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors and surrounding area, etc., after the completion of such works.
7	The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.

<b>8</b>	<b>Time</b> shall be considered as one of the important factor of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him or from 14 day after the day of date of work award letter as provided for in the said Conditions, whichever is later, and to complete the entire work within _____ days as provided in said condition, subject nevertheless to the provisions for extension of time in writing by such form ( ie by way of a deed of agreement or by exchange of letters/emails) as may be mutually decided by the parties.
<b>9</b>	All payments by the Employer under this Contract will be made only at CAB Reserve Bank of India, Pune
<b>10</b>	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in _____ and only courts in _____ shall have jurisdiction to determine the same.
<b>11</b>	The several parts of this Contract have been read by the Bidder and fully understood by the Bidder.

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

<b>Signature Clause</b>	
SIGNED AND DELIVERED by the RESERVE BANK OF INDIA by the hand of Shri _____ in the presence of (1) _____ (Name & Address) (2) _____ (Name & Address)	
<b>Witness</b>	
SIGNED AND DELIVERED by the Shri _____ in the presence of (1) _____ (Name & Address) (2) _____ -(Name & Address)	If the party is a partnership firm or individual

<b>Witness</b>	
<p>THE COMMON SEAL OF _____ was hereunto affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on _____ in the presence of-</p> <p>(1) _____</p> <p>(2) _____</p> <p><b>Directors who have signed these presents in token thereof in the presence of-</b></p> <p>(1) _____</p> <p>(2) _____</p>	<p>If the Bidder signs under Common seal the signature presence of - clause should tally with the sealing clause in the articles of association</p>
<p>SIGNED AND DELIVERED BY the Bidder by the hand of Shri _____ and duly constituted attorney.</p>	<p>If the Contract is signed by the hand of power of attorney, Whether a company or an individual</p>

**Articles of Agreement For the AMC**

(To be submitted after award of CAMC work to successful bidder)

The maintenance service contract is made the \_\_\_ day  
of \_\_\_\_\_ between the Reserve  
Bank of India, Mumbai- 400 001 (hereinafter called "the Employer") of the  
one part and  
M/s. \_\_\_\_\_ (hereinafter  
called "the Contractor") of the other part.

**WHEREAS the Employer is desirous of carrying out Tender for Annual Maintenance Contract (AMC) for Operation and Maintenance of Sewage Treatment Plant (STP) system for CAB Campus Pune as indicated in the work order:**

AND WHEREAS the parties are desirous of recording the terms and conditions  
or upon which said services are to be rendered by the contractor.

**A. NOW IT IS HEREBY AGREED AS FOLLOWS:**

- i. This agreement will come into effect from \_\_\_\_\_ and will remain in force up to \_\_\_\_\_ or unless it is terminated as per the terms herein after contained.
- ii. The charges of ₹.....(Rupees ..... only) covering the cost of manpower (materials / fittings/ fixtures shall be arranged at approved reasonable rate) for efficient rendering the maintenance services shall be payable on quarterly basis subject to submission of bill/ invoice. The payment thereon will be made after the same is duly certified by the ACT/P&SO/Bank's officials with complete history of service reports/log sheet to the effect that the maintenance services have been provided satisfactorily and after deducting all statutory dues/ taxes etc.
- iii. The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
- iv. The above charges also include Insurance Charges and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority. GST will be paid separately at the applicable rate.

- v. The contractor shall be responsible for providing services on regular basis/periodical as per the scope of work and terms and conditions of the contract.

#### **B. Services to Be Rendered by the Contractor:**

The contractor shall:

- i. Ensure that he deploys trained /qualified and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works.
- ii. 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.
- iii. 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.
- iv. Ensure that his employees, while in the residential premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, 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.
- v. 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.
- vi. 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.
- vii. Be liable for any damage caused to the bank or its premises or any part thereof or to any fixtures or fittings/equipment's there of or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- viii. Supply identity cards to his/ her employees or agents who shall be doing the job at the Bank's Office buildings /premises. All the employees and agents should bear the identity card and their uniform for all the times while they are working in the Bank's Office 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. Sexual harassment Clause:** The Service Provider / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (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 Provider 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. and 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. In addition to Workman Compensation policies, if the circumstances warrant as per Central/State Government/Bank, the Successful tenderer required to have Insurance policy for Covid-19 for his labour's during the entire course of time as per terms and provisions made by Central/state/banks. The cost incurred

against COVID-19 health Insurance policy may be reimbursed by Bank on submitting original receipts on actual basis.

**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 be 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. 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.

- I. The contractor shall ensure payment of minimum wages to the workmen employed by him/ her/ them.
- J. 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.
- K. The several parts of this contract have been read and fully understood by the contractor.
- L. All payments by the Employer under this Contract will be made only at Pune.
- M. 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.

N. 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.

O. 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 duplicate hereof to be executed on its behalf, the day and year first hereinabove written.

### **Signature Clause:**

Signed and delivered by CAB Reserve Bank of India, Pune

(Name and Designation) In the presence of:

Witnesses:

1.\_

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Address:

2.

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Address:

If the party is a Partnership firm or individual:(Name and Designation) In the presence of:

Witnesses:

1. \_\_\_\_\_ Address:

1. \_\_\_\_\_ Address:

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

**Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit**  
(To be uploaded by bidder)

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ thousand \_\_\_\_\_ between \_\_\_\_\_ (Name of Banker) having its registered office at \_\_\_\_\_ (place) and one of its local offices at \_\_\_\_\_

(hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai -400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS \_\_\_\_\_ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ is bound to deposit with the Bank by way of earnest money INR \_\_\_\_\_ (INR \_\_\_\_\_ \_\_\_\_\_ only) in connection with its Tenders for DESIGN SUPPLY INSTALLATION TESTING & COMMISSIONING (DSITC) PACKAGE SEWERAGE TREATMENT PLANT FOR RESERVE BANK OF INDIA (RBI) AT PUNE at \_\_\_\_\_ and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No.\_\_\_\_\_ Section II of Instructions to tenderers and special conditions has agreed to furnish a Bank Guarantee valid up to \_\_\_\_\_ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR \_\_\_\_\_ (INR \_\_\_\_\_ \_\_\_\_\_ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for DSITC of DCS of Bank Main office Building at \_\_\_\_\_. The Banks' decision in this regard shall be final and binding.

4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only).
6. This guarantee shall remain in force and effective up to \_\_\_\_\_ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.
8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before \_\_\_\_\_, the Surety shall be discharged from all liabilities under guarantee thereafter.
10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

SIGNED AND DELIVERED

For and on behalf of  
For and on behalf of above named Bank. (Banker's Name and Seal)

Branch Manager  
(Banker's seal)

**Proforma of Performance Bank Guarantee**  
(To be submitted after award of work by successful bidder)

No. \_\_\_\_\_

Date \_\_\_\_\_

To:

Shri \_\_\_\_\_

Principal  
College of Agricultural Banking  
Reserve Bank of India  
Premises section  
Pune

Dear Sir

In consideration of you are agreeing to accept the Performance Security deposit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) furnished to you by Messrs \_\_\_\_\_ (hereinafter referred to as "the Contractor") in terms of their contract with you for Tenders for DESIGN SUPPLY INSTALLATION TESTING & COMMISSIONING (DSITC) of PACKAGE SEWERAGE TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA (RBI) CAMPUS, PUNE as per their Tender dated \_\_\_\_\_ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated \_\_\_\_\_ in the form of guarantee from us in the manner hereinafter contained, we \_\_\_\_\_ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR \_\_\_\_\_ INR (\_\_\_\_\_ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.
3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of \_\_\_\_\_ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be

enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.

14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR \_\_\_\_\_ (INR \_\_\_\_\_ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

BRANCH MANAGER

(Banker's Seal)

Address \_\_\_\_\_

**Annexure-6****Details of Bankers**

The details of bankers in the following format are to be uploaded.

<b>Sr. No.</b>	<b>Name of Bank</b>	<b>Branch and its complete address</b>	<b>Name of the contact person</b>	<b>Telephone, FAX number and e-mail IDs</b>

Note: Please upload GST Registration certificate, PAN Card, Cancelled cheque along with the quotation.

Seal of company

Signature

Name

Designation

Date

**UNDERTAKING**

**(Regarding Site Visit by The Tenderer in Order to Understand the Work)**

(To be uploaded by bidders on their letter head and signed by the authorized signatory)

**To,**

The Principal  
College of Agricultural Banking  
Reserve Bank of India  
Premises section  
Pune

Dear Sir,

**NAME OF WORK: Supply, Installation, Testing and Commissioning of 13 KLD (MBBR) STP at Office Building, CAB Pune**

We, \_\_\_\_\_, the tenderer for the above work confirm that we have visited the site and understood the proper details of the STP and the details of the works needs to be carried out.

**Yours faithfully,**

( \_\_\_\_\_ )

**Authorized signatory**

**(Name and address of the company with Company Seal)**

**Date**

**Annexure-8**

**FORMAT OF BANKERS' CERTIFICATE**

(To be obtained from scheduled bank on Bank's letter head duly sealed and signed by the authorized signatory and uploaded by bidders)

1. Composition of the firm (whether Partnership"/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years as on March 2023 (year wise).  
2022-23  
2021-22  
2020-21
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

**You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.19.79 Lakhs.**

(Signature)

For the Bank

Note:

Bankers' certificates should be on letter head of the Bank, addressed to Principal.CAB, Reserve Bank of India, Pune.

In case of partnership firm, certificate should include names of all partners

Annex 9

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

(On Non-Judicial Stamp Paper of appropriate value)

To be uploaded by bidders on their letter head duly sealed and signed by the authorized signatory

The Principal  
College of Agricultural Banking  
Reserve Bank of India  
Premises section  
Pune

Dear Sir

**NAME OF WORK: e-Tender for SITC of the S T Plant at RBI CAB, Pune**

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 BIDDER**

**SIGN & SEAL OF THE BIDDER**

**Date:**

**Place:**

**Proforma for Indemnifying the Employer against Patent Rights**

(On Non-Judicial Stamp Paper of appropriate value)

(To be submitted by successful bidder before award of work)

To,

The Principal

CAB  
Reserve Bank of India  
Pune.

Dear Sir,

**NAME OF WORK: e-Tender for SITC of the S T Plant at RBI CAB, Pune**

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, license 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 BIDDER**

**SIGN & SEAL OF THE BIDDER:**

**Date:**

**Place:**

**FORMAT FOR CLIENT's CERTIFICATE REGARDING PERFORMANCE OF THE BIDDER**

(To be obtained from client on their letter head duly and signed by the authorized signatory and uploaded by bidders)

Name & address of the Client

Details of Works executed by M/s

1. Name of work with brief particulars
2. Agreement No. and Date
3. Agreement Amount
4. Date of commencement of Work
5. Stipulated date of completion
6. Actual date of Completion
7. Detail of compensation levied for Delay (Indicate amount) if any
8. Gross amount of the work completed and paid
9. Name and address of the authority Under whom work executed
10. Whether the contractor employed Qualified Engineer/Overseer during Execution of work?
11. i) Quality of work (indicate grading)  
Outstanding/Very Good/  
Good/Satisfactory/Poor  
ii) Amount of work paid on reduced rate if any.
12. i) Did the contractor go for arbitration?  
ii) If yes, total amount of claim  
iii) Total Amount awarded

13. Comments on the capabilities of the Contractor	
a) Technical Proficiency	Outstanding/Very Good/ Good/Satisfactory/Poor
b) Financial soundness	Outstanding/Very Good/ Good/Satisfactory/Poor
c) Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/Poor
d) Mobilization of Manpower	Outstanding/Very Good/ Good/Satisfactory/Poor
e) General Behaviour	Outstanding/Very Good/ Good/Satisfactory/Poor

Note: All Columns should be filled in properly

Reporting officer\* with office Seal

\*Countersigned

\*Officer of the rank of executive engineer or equivalent

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

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

To,  
The Principal  
CAB  
Reserve Bank of India  
**Pune**

**Name of Work:**

- i. I / We ..... (Name of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.
- ii. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that ..... (Name of the bidder)
- iii. is not from a country sharing land border with India, or
- iv. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- v. is from a country sharing land border with India where Government of India has extended lines of credit, or
- vi. is from a country sharing land border with India where Government of India is engaged in developmental projects.

*(Strikeout whichever of the above is not applicable).*

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

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

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

Date:

Place:

## Section VII



### COLLEGE OF AGRICULTURAL BANKING

### RESERVE BANK OF INDIA

### PUNE REQUEST FOR PROPOSAL (RFP)

**DESIGN SUPPLY INSTALLATION TESTING & COMMISSIONING (DSITC) COMPACT  
SEWERAGE TREATMENT PLANT (STP) FOR COLLEGE OF AGRICULTURAL BANKING,  
RESERVE BANK OF INDIA (RBI) CAMPUS, PUNE**

#### **FORMAT FOR FINANCIAL BID (Part II) Amount & GST to be entered in online format of MSTC portal**

Sl. No	Item	Qty	Unit Rate	Amount Per unit A	GST B	Total Amount with GST A+B
1	<b>Capital Cost(C):-</b> Total design, Supplying and construction cost of the Compact Sewerage Treatment Plant including obtaining all permissions / approvals, operation certificate ,procurement, construction and other civil works and installation of all services, and fixtures making all fully and functionally operative as details in technical bid.	1	Job			
2	<b>Comprehensive Annual Maintenance Contract (A):-</b> Charges for Comprehensive, all inclusive, annual maintenance service contract of the above STP system as per the terms and condition s of the tender, This shall be applicable after Defect Liability Period of one year.	1	Annun			

3	<b>Skilled Persons (R):</b> - Charges for providing services of Operator cum engineer (skilled person) at each site as per the terms and conditions of the tender. The charges shall be applicable after handing over of the system and deputing the skilled person at site.	1	Annum		
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**Bid evaluation will be done as per clause 3.1.2**

Total cost of Ownership, TCO= Rs C+(F\*A) +(G\*R).

(F = 3.38, G=4.54)

C = Capital cost of the STP System.

A = The amount quoted for Comprehensive Annual Maintenance Contract.

R = The amount quoted for annual charges for deputing a Skilled person.