



**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
THIRUVANANTHAPURAM**

**Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewerage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-695 012.**

Reserve Bank of India invites e-Tender for **Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewerage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-695 012** from the Bank's empanelled contractors for DSITC of STP. The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). The Schedule of e-Tender is as follows:

a. E-Tender Name	<b>Design Supply Installation Testing &amp; Commissioning (DSITC) of 8 KLD Compact Sewerage Treatment Plant for Reserve Bank of India, Main Office Building, Bakery Junction, Thiruvananthapuram-695033.</b>
b. e-Tender no	<b>RBI/Thiruvananthapuram/Estate/161/18-19/ET/344</b>
c. Mode Of Tender	<b>e-Procurement System</b> (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
d. Date of NIT available to parties to download	<b>05:00 PM</b> onwards of May 07, 2019
e. Earnest Money Deposit	<b>₹ 44,000.00 (Rupees Forty Four Thousand Only) in the form of DD / BG</b> in favour of Reserve Bank of India, Thiruvananthapuram to be delivered in physical form (in Original) at Estate Dept. Reserve Bank of India, Bakery Junction, Thiruvananthapuram – 695033 <b>or</b> <b>₹ 44,000/- (Rupees Forty Four Thousand only) in the form of NEFT</b> towards Beneficiary Name: <Your Firm's Name> Beneficiary Ac No: <b>ESTATEEXE</b> IFSC: <b>RBIS0THPA01</b>
f. Last date of submission of EMD	<b>Till 01:00 PM</b> on May 30, 2019
g. Date and time of pre-bid meeting (offline)	<b>11:00 AM</b> on May 20, 2019
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	<b>05:00 PM</b> on May 23, 2019
i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	<b>02:00 PM</b> on May 30, 2019
j. Date & time of opening of Part-I	<b>3:00 PM</b> on May 30, 2019
k. Transaction Fee	<b>₹ 1000/- plus GST @ 18%</b> To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above and will not be published in the newspaper.



**RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
THIRUVANANTHAPURAM**

**Tender**

**For the work of**

**Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD  
Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters,  
Thamalam, Thiruvananthapuram-12.**

**Part- I (TECHNO COMMERCIAL BID)**

Issued to: -----  
-----  
-----

	Activity	Date
1	Due date for submission of Tender	14.00 hrs on May 30, 2019
2	Pre-Bid Meeting	11 00 hrs on May 20, 2019

**(Demand Draft / NEFT/ Bank Guarantee for Rs.44,000/- (Rs.Forty Four Thousand only)  
towards EMD should be enclosed)**

## **DISCLAIMER**

Reserve Bank of India (RBI), Estate Department, Thiruvananthapuram, has prepared this tender document. The information is provided to prospective Bidders, who have been found eligible to bid for Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12 for which this tender has been issued, as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

This tender is neither an agreement, nor invitation to perform work of any kind to any party.

The purpose of this tender 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 tender are required to make their own inquiries and they did not rely solely on the information in tender. 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.



RESERVE BANK OF INDIA  
ESTATE DEPARTMENT  
THIRUVANANTHAPURAM

NOTICE INVITING TENDER

**SCHEDULE OF TENDER (SOT)**

**NOTE:** THIS IS A LIMITED TENDER ENQUIRY. ONLY THOSE BIDDERS/VENDORS WHO ARE EMPANELLED AS VENDORS WITH RBI FOR SUCH WORKS GIVEN BELOW UNDER THE CATEGORY OF WORKS COSTING UP TO ₹25 LAKHS ARE ELIGIBLE TO PARTICIPATE IN THIS TENDER. BIDDERS ARE ADVISED TO CHECK WITH RBI REGARDING THEIR ELIGIBILITY FOR THIS TENDER BEFORE PARTICIPATING.

a. Name of work	Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12.
b. e-Tender no	RBI/Thiruvananthapuram/Estate/161/18-19/ET/344
c. Mode Of Tender	<b>e-Procurement System</b> (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbiind">www.mstcecommerce.com/eprochome/rbiind</a> )
d. Date of NIT available to parties to download	05:00 PM on May 07, 2019 onwards
e. Earnest Money Deposit	<b>Rs.44,000/- (Rs.Forty Four Thousand only) in the form of DD/ BG or NEFT</b> , in favour of Reserve Bank of India, Thiruvananthapuram to be delivered in physical form at Estate Dept., Reserve Bank of India, Bakery Junction, Thiruvananthapuram - 695033 <b>OR</b> <b>₹ 44,000/- (Rs.Forty Four Thousand only) in the form of NEFT</b> towards Beneficiary Name: <b>Your Firm's Name</b> Beneficiary Ac No: <b>ESTATEEXE</b> IFSC: <b>RBIS0THPA01</b>
f. Last date of submission of EMD	Till 01:00 PM on May 30, 2019
g. Date and time of Pre-Bid Meeting (offline)	11: 00 AM on May 20, 2019
h. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	05:00 PM on May 23, 2019

i. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM on May 30 , 2019
j. Date & time of opening of Part-I of the e-tender	3:00 PM on May 30, 2019
k. Transaction Fee	Rs.1100/- plus GST @ 18% To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

# Important instructions for E-procurement

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

## **1 Process of e-Tender :**

**A) Registration:** The process involves vendor's registration with MSTC E-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. 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 is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

**SPECIAL NOTE:** THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi)

1). Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Govt depts → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.

2). 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).

Contact person (RBI, Thiruvananthapuram):

1. P.Radhakrishnan (Asst.Manager-Tech): 07356549791 ([radhakrishnan@rbi.org.in](mailto:radhakrishnan@rbi.org.in))

Contact person (MSTC Ltd):

1. Smt.Lisbeth Harold Dias, Branch Manager – [lpaadickan@mstcindia.co.in](mailto:lpaadickan@mstcindia.co.in) – Mobile: 09820158988

Office Address: 1<sup>st</sup> Floor, Forest Central Library Building, Kerala Forest Head Quarters, Vazhuthacaud, Thiruvananthapuram – 695014

2. Mr. Sushil Nale, Asst. Manager – [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in) Mobile- 09987758460

3. Ms. Archana, Asst. Manager- [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in) Mobile- 09990673698

4. Ms. Rupali Pandey, Executive- [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in) Ph- 022 22886268

5. Mr. Tejas V, Executive [tejasv@mstcindia.co.in](mailto:tejasv@mstcindia.co.in) Ph-022 22822789

Google hangout ID- (for text chat)- [mstceproc@gmail.com](mailto:mstceproc@gmail.com)

	<p><b>B) System Requirement:</b></p> <p>i) Windows 7 or above Operating System  ii) IE-7 and above Internet browser.  iii) Signing type digital signature  iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> <li>➤ Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode, if enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings:</li> <li>➤ Tools =&gt; Internet Options =&gt; General =&gt; Click on Settings under “Browsing history/Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</li> <li>➤ To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level (Please run IE settings from the page <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a> once)</li> </ul>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="https://www.mstcecommerce.com/eprhome/rbi">https://www.mstcecommerce.com/eprhome/rbi</a>.Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4	<p><b>Special Note towards Transaction fee:</b></p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee. <b>NOTE:</b> Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).</p>
6	<p><b><u>E-tender cannot be accessed after the due date and time mentioned in NIT.</u></b></p>
7	<p>a) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>b) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in website: <a href="https://www.mstcecommerce.com">https://www.mstcecommerce.com</a> → e-procurement →PSU/Govt depts→ Login under RBI → My menu→ Auction Floor Manager→ live event →Selection of the live Event.</p> <p>c) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common Terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run then the vendor will not be able to save/submit his Technical bid.</p>

	<p>d) After filling the Technical Bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register their bid.</p> <p>e) Vendors are instructed to use <i>Attach Doc button</i> to upload documents. Multiple documents can be uploaded.</p> <p>f) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the tender.</p>
	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
	<b><u>No deviation to the technical and commercial terms &amp; conditions are allowed.</u></b>
	The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
	Vendors are requested to read the vendor guide and see the video in the page <a href="https://www.mstcecommerce.com/eprchome/rbi">https://www.mstcecommerce.com/eprchome/rbi</a> to familiarize them with the system before bidding.

**Important Note:**

**In the price bid due to number of words limitation of 1000 characters, complete description could not be accommodated and description given thereof is brief. Before quoting rates, all the Contractors must read the complete details of each items given in the un-priced bill of quantities (BOQ) given in Part-I of the tender. For execution and rate purpose, the details given in Unpriced Bill of Quantities in Part-I of the tender will be implemented.**



**Name of Work: Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12.**

**PART I: Terms & conditions and Technical Specifications**

Sl. No.	INDEX	Page Nos.	
		From	To
1	Section-I Form of Tender	9	10
2	Section-II Scope of Work	11	12
2	Section-III Articles of Agreement	13	15
3	Section-IV General Instructions to Tenderers and General Terms and Conditions	16	19
4	Section-V Special conditions	20	21
5	Section-VI Special terms & conditions of the contract	22	28
6	Section- VII Conditions hereinbefore referred to	29	48
7	Section-VIII Details of Bidder	49	
8	Section-IX Requirement of Bank	50	
9	Section-X Technical details	51	53
10	Section-XI Details of proposed system	54	55
11	Section-XII Appendix hereinbefore referred to	56	
12	Section-XIII Safety Code	57	
13	Section-XIV Approved list of materials	58	
14	Annex-I Draft of Bank Guarantee for Earnest Money Deposit	59	61
15	Annex-II Proforma of Bank Guarantee for Performance of the contract in respect of items of work for which the tenderer have quoted low/unworkable rates	62	64
16	Annex-III Unpriced Bill of Quantity	65	66
17	Annex-IV CAMC Renewal	67	
18	Annex-V Design Calculation of STP	68	

## SECTION- I

### Form of Tender

Place:

Date:

#### **Shri S.M.N. Swamy**

Regional Director for Kerala & Lakshadweep

Reserve Bank of India

Bakery Junction

Thiruvananthapuram – 695033

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

### MEMORANDUM

(a)	Description of works	:	Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12.
(b)	Estimated cost	:	₹ 22.00 lakh
(c)	Earnest Money Deposit	:	₹ 44,000/- (₹ Forty Four Thousand only)
(d)	Percentage, if any to be deducted from bills	:	5%
(e)	Time allowed for completion of the work	:	<b>Five months</b> from the 10th day of issue of work order

- Should this tender be accepted, we hereby agree to abide by and fulfill the terms and provisions of the said Condition of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Reserve Bank of India the amount mentioned in the said conditions.
- Tenderer shall deposit a sum of Rs.44,000/- (Rs.Forty Four Thousand only) by Demand Draft/NEFT or Bank Guarantee with the Reserve Bank of India, which**

amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

4. The list showing the particulars and the names of manufacturers of specified item required are enclosed.

5. Name of the partner of the firm

authorised to sign \_\_\_\_\_

OR

Name of person having Power of

Attorney to sign the Contract

(Certified copy of the Power of Attorney should be attached). \_\_\_\_\_

Yours faithfully,

\_\_\_\_\_  
Signature of Contractor

[Note: If the party is a proprietary firm or an individual it should be signed by the proprietor or the individual. If the party is a partnership firm it should be signed by all or on behalf of all the partners. If the party is a private limited firm/ Incorporate Company the COMMON SEAL OF the firm is to be affixed pursuant to the resolutions passed by its Board of Directors at the meeting held on \_\_\_\_\_ (Copy of the resolution should be attached). If the Contractor signs under common seal, the signature clause should tally with the sealing clause in the Articles of Association]

Witnesses:

1) \_\_\_\_\_

(Signature)

Address \_\_\_\_\_

\_\_\_\_\_

2) \_\_\_\_\_

(Signature)

Address \_\_\_\_\_

\_\_\_\_\_

**SECTION-II**  
**Scope of Work**

1. Description of Work: Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12.
2. The scope of proposed work shall be as per the design made for implementing the work. **The Bank intends to treat the sewage water generated from the flats in the colony.**
3. It is not the intent to specify completely herein all details of design and installation of the works covered under this enquiry. Scope of work may also include such other related works as indicated in the schedule of quantities although they may not be specifically mentioned in the above paragraphs and all such incidental items of works not specified but reasonably implied and necessary for completion of the job as a whole, as directed by the Engineer-in-Charge and as directed hereunder. All works shall conform in all respects to high standards of engineering, design and workmanship and shall, fulfill the anticipated performance during the Contractor's guarantee period in a manner acceptable to the Bank as specified hereunder.
- 4 Various works covered in this contract shall include furnishing of all materials, labour, tools, plants and equipment, transportation, fabrication, supervision and construction as per schedule of quantities, technical specifications, etc. as provided herein and as directed by the Engineer-in-Charge.
- 5 The Contractor shall make arrangements to obtain approval from Kerala State Pollution Control Board (KSPCB) for consent of establishment for Installation of

Sewage Treatment Plant and consent for operation for functioning of Sewage Treatment Plant from Kerala State Pollution Control Board.

- 6 The Contractor shall be entrusted for carrying out the day to operation of the plant for five years including Comprehensive Maintenance Contract of the system for four years.

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

Place:

Signature of bidder

Date:

## SECTION-III

### Articles of Agreement

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Thiruvananthapuram (hereafter called "The Bank") of the one part and \_\_\_\_\_ (hereinafter called "the Contractor") of the other part.

WHEREAS the Bank is desirous to carry out the **Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12** and has caused specifications describing the works to be done.

AND WHEREAS the said specifications, the Schedule of Quantities and drawings have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said specification and included in the Schedule of Quantities at the respective 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 said Contract Amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Bank shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The 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 plans, agreement and documents mentioned herein shall form the basis of this Contract. This Contract is neither a fixed Lump sum Contract nor a Piece work Contract but is a Contract to carry out the **Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12** to be

paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable quantities or as provided in the said Conditions.

5. The Contractor shall afford every reasonable facility for the carrying out of all works relating to civil works and other ancillary works in the manner laid down in the said Conditions, and shall make good any damages done to walls, floors etc. after the completion of such works.
6. The Bank reserves to itself the right of altering the Drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
7. **Time shall be considered as the essence of this Contract, and the Contractor hereby agrees to commence the work soon after the site is handed over to him and to complete the entire work within 5 months from the tenth day of issue of the work order.**
8. All payments by The Bank under this Contract will be made only at **Thiruvananthapuram**.
9. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at **Thiruvananthapuram** and only Courts in **Thiruvananthapuram** shall have jurisdiction to determine the same.
10. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

If the Contractor is a Partnership or an Individual	IN WITNESS WHEREOF The Bank and the Contractor have set their respective hands to these presents and two duplicate hereof the day and year first hereinabove written.
If the Contractor is a Company	IN WITNESS WHEREOF The Bank has set its hand to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicate/has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

### Signature Clause

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of  
Shri .....  
(Name and designation)

.....  
..... in the presence of

(1) Address

(2) Address

.....

.....  
**Witnesses**

<p>SIGNED AND DELIVERED BY          .....          .....1).....          Address          .....          .....          .....          2)          .....          Address          .....          .....          .....</p>	<p>If the part is a partnership firm or any individual should be signed by all or on behalf of all the partners.</p>
<p style="text-align: right;">Witnesses</p> <p>THE COMMON SEAL OF          Was hereunto affixed pursuant to the resolutions passed          By its Board of Directors at the meeting held on</p>	<p>If the Contractor signs under its common Seal the signature clause should tally with their sealing clause in the Articles of Associations.</p>
<p>.....          .....          .....          In the presence of</p>	<p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p>
<p>(1) .....          (2) .....          .....          Directors who have signed these presents in taken thereof in the presence of          (1) .....          ....          (2) .....          ...</p>	<p>The Contractor is signing by the hand of power of attorney whether a company or individual.</p>
<p>SIGNED AND DELIVERED BY the Contractor by the hand Of Shri .....          and duly constituted attorney.</p>	



**SECTION-IV**  
**General Instructions to Contractors and General Terms & Conditions**  
**(To be read in relevance to e-tendering process only)**

1. Tenders should be prepared and submitted through E-tendering process not later than 14.00 hours on May 30, 2019. Telegraphic, Fax and E-mail tenders shall not be accepted.
2. No tender will be received after 14.00 hours on May 30, 2019 under any circumstances whatsoever.
3. All information, correspondence letters, shall be submitted in and addressed to Shri S M N Swamy, Regional Director, Reserve Bank of India, Thiruvananthapuram.
4. No request for any change in rate or conditions after the opening of the tender will be entertained.
5. The rates quoted shall be based on the **Part-II of tender** and shall be firm and binding without any escalation whatsoever till the completion of the contract.
6. For any item, if the rate and amount do not tally with respect to the bill of quantities, then the amount arrived on the basis of quoted rates shall only be considered.
7. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
8. **Tenderer shall deposit an amount of Rs.44,000/- (Rs.Forty Four Thousand only) as earnest money deposit by Demand Draft /NEFT/ Bank Guarantee with the Reserve Bank of India. No interest shall be paid on the said deposit**
9. **Performance Bank Guarantee (PBG):** On award of contract, the successful tenderer shall furnish an amount equivalent to 10% of the contract value in the form of Bank Guarantee (BG) from any scheduled bank in the format prescribed by RBI as per Annexure, which will be submitted along with the letter of acceptance towards Security Deposit / Security for the due fulfillment of the contract. The EMD will be returned on receipt of the BG. This BG shall be valid for the contract completion period up to date of handing over the STP installation

(with approval of consent of establishment for installation of STP and consent for operation for functioning of STP from KPCB/Statuary authorities, third party technical audit for the installed capacity of STP, test results etc...) and a further period of one year for defect liability period. Thereafter a fresh BG to be submitted by reducing of 1/4<sup>th</sup> of initial value of BG for every year up to next 4 years.

10. On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.
11. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Bank. In case of breach of these conditions, the bank may serve a notice in writing on the Contractor rescinding the Contract whereupon the security deposit shall stand forfeited to the Bank, without prejudice to his other remedies against the Contractor.
12. The Contractor shall carry out all the work strictly in accordance with Drawings, details and instructions and Bank's Engineer. If in the opinion of the Bank's Engineer changes have to be made in the design and with the prior approval in writing of the Employer they desire the Contractor to carry out the same, the Contractor shall carry out the same without any extra charge. The Bank's decision in such cases shall be final and shall not be open to arbitration.
13. A Schedule of probable quantities in respect of each work and specifications accompany these special conditions. The Schedule of probable quantities is liable to alteration by omissions, deductions or addition at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totaled in order to show the aggregate value of the entire tender.
14. The tenderer must obtain for himself, on his own responsibility and at his own expenses, all the information which may be necessary for the purpose for making

a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to work, nature of work and all matters appertaining thereto.

15. (a) The rates quoted in the tender shall include all charges for supply, installation (assembly), testing, packing, loading, unloading, handling and transport for all supplies. The rates shall include storage, watch and ward, temporary structures, lighting at night, tools and tackles, labour and other services for erection and commissioning works.

(b) **Rates quoted by the Tenderers in the “Rate Column” should be excluding GST. Any other tax / levy / duty etc. payable as per statute to Central / State Governments or any Statutory Body or Local Authorities shall be included in the rates quoted. No claim in respect of sales tax, sales tax on works contract, excise duty, customs duty, octroi or other tax, duty or levy, service tax whether existing or future shall be entertained by the Employer.**

(c) The work shall be carried out in such a manner that there shall be minimum disruption to Bank premises and its working. A programme shall be drawn in consultation with the Bank’s Engineer for this purpose.

16. The Contractor should note that unless otherwise stated the tender is strictly on lump sum rate contract and his attention is drawn to the fact that quoted amount shall be correct, workable and self-supporting. The Contractor shall bring to the notice of the Employer in case of any extra items not mentioned in the lump sum contract during the course of the work and shall only carry out the same on written approval from the Bank’s Engineer.

17. **Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor.** The work shall continue throughout the stipulated period of the contract, be proceeded with all due diligence. If the Contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 27 of the conditions of contract. The tenderer shall before commencing work, prepare a detailed work programme which shall be approved by the Employer. If the Contractor fails to continue the work as per the detailed work program or fails to deploy labourers

as required for the smooth flow of the work, the Bank reserves right to cancel the contract agreement entered into.

18. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trader of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purpose or for any other reason whatsoever and the employer shall not be liable for any claim in respect therefor. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
19. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though these items are not included in the quantities and rates. The Employer will issue schedule of instructions in respect of such additional items and their quantities in writing.
20. The successful tenderer must co-operate with the other Contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
21. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with the specifications and also in compliance of the requirement of the legal public authorities and no deviation on any account will be permitted.
22. The successful tenderer should make with his own arrangements to obtain all materials required for the work.
23. The Contractor shall strictly comply with the provision of safety code annexed hereto.
24. The security deposit of the successful tenderer will be forfeited if he fails to comply with any of the conditions of the contract.
25. Tender shall remain valid for acceptance by Bank for a period of three months from the date of opening of Part-I which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the period.

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

Witness:

Signature of Tenderer \_\_\_\_\_

Address

\_\_\_\_\_

\_\_\_\_\_

Place:

Date:

**SECTION-V**  
**Conditions of the Contract**

1. The tenderer may please note that, the work has to be carried out in the normal working hours. Therefore, the entire work involved shall be carried out with least disturbance to other agencies and also day-to-day cleaning of the debris / dust generated has to be done by the Contractor.
2. All the materials shall be first/premium quality confirming to IS standards.
3. Wherever the Contractor proposes to use equivalent make (i.e. other than specified), the same shall be done after prior approval of Bank's Engineer. Any additional expenditure and time due to this shall be solely on Contractor's account and no claims what so ever shall be entertained in this regard.
4. The debris dust or any wastage generated out of the above work shall be cleaned on a day-to-day basis as required and as instructed by the Bank's Engineer away from the Bank's premises without any extra cost to the Bank.
5. The tenderer shall use only approved materials as specifically stated in the Schedule of Quantities/Approved list of materials. **The Bank will be at liberty to choose any brand of materials from the approved brand names in the list.** Samples of any materials should be got approved before proceeding with bulk purchase.
6. No lapses from the Contractor's side, which may cause damage to the property and injury to the occupants/neighbours in the opinion of the Bank's Engineer, shall be permitted.
7. The work has to be carried out with least inconvenience to the staff.
8. Programme should be submitted before commencement of work so as to enable the Bank to intimate other agencies in advance for smooth working and better progress and the time schedule should be strictly adhered to.
9. No labourers shall be permitted to stay inside the campus after working hours.
10. The Contractor shall arrange for power required for the work from the nearest point made available.
11. The Contractor should have valid labour license from Labour Commissioner as per schedule.
12. **Rates quoted by the Tenderers in the "Rate Column" should be excluding GST. Any other tax / levy / duty etc. payable as per statute to Central / State Governments or any Statutory Body or Local Authorities shall be included in the rates quoted. While submitting the bill/invoice to the Bank, the Contractor shall clearly indicate the GST involved in the work value.**
13. **The Contractor shall have the addresses and photographs of their workmen being engaged by them for the said work. The entry of workmen will be allowed inside the building only on producing the photo pass issued by the Bank & also have to subject themselves to the security check restrictions imposed by the Bank.**
14. **Before quoting the rates, Contractor should inspect the site and understand themselves about the nature and scope of the work.**

15. Any damage caused to any of Bank's property shall be made good by the Contractor at their own cost.
16. The Contractor shall carry out the work strictly in accordance with specification details and instructions of the Bank's Engineer.
17. The Contractor shall make their own arrangements for storing of their materials at site.
18. Rate quoted should include for all necessary testing of materials as required and directed by Bank's Engineers.
19. **Contractor should post a suitable qualified supervisor for day to day work.**
20. The successful tenderer shall also be responsible for safety & security of their materials & also for ensuring fire prevention steps at all the times in working premises including their part of work.
21. The intending tenderer can obtain any clarifications regarding the tender, specifications etc. if any from the Office of the Assistant General Manager, Estate Department, Reserve Bank of India, Bakery Junction, Thiruvananthapuram on any Bank's working day.
22. **Materials brought to the site shall be intimated to the Engineer immediately to verify the technical specifications of the material, as per tender conditions/specifications.**

Place:

Date:

Signature of Contractor with Seal  
Name & Address  
Telephone Number.

## SECTION VI

### Special Terms & Conditions of the Contract

#### Evaluation of Bid

1. Bidders are advised to submit firm proposal to meet the TENDER requirement. They have to give a presentation of the system to the Bank's Official if required.

#### Technical Bid

2. 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.

#### Financial Bid

3. 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 labourer, 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,  $CO = C + (F \cdot A) + (G \cdot R)$ .

(F = 3.38, G=4.54)

C = Capital cost of the STP System.

A = The amount quoted for Comprehensive Annual Maintenance Contract.

R = The amount quoted for annual charges for deputing 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 TENDER will be rejected.

#### **4 Execution of agreement**

On receipt of intimation from the Bank of the acceptance of his tender, 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 VII.

## **5 Defects Liability Period/guarantee**

- a. The Defects Liability Period shall be of **one year** from the date of issue of taking over certificate / Virtual certificate.
- b. The Bidder shall, at its own risk and cost, make well, any defects, complete any left-over work as required by the Bank.
- c. The entire system requires 4-years onsite maintenance support excluding defect liability period.

The scope of Comprehensive (inclusive of consumables) onsite maintenance support covers:

- (i) Diagnose the faults & rectify the faults detected.
- (ii) Repair/replace the faulty units/parts etc., of the equipment.
- (iii) Upkeep the system in running condition periodically.
- (iv) If needed, Bank may call technicians/engineers for meetings.
- (v) The system shall be serviced regularly and maintained in proper working condition round the clock. The service shall include cleaning of the system regularly, keeping the entire system in good condition.
- (vi) 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.
- (vii) Routine maintenance shall be carried out during the defect liability period and AMC in accordance with Bank's requirements, all performance checks undertaking should be recorded.

**6 Operation Cost:-**The entire system requires operation cost, for deputing a skilled person on daily basis from morning 7.00 AM to 3.00 PM (7 day week) 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 Sewage intake and on the output water parameters and also on the sludge generation and making it fit for use as manure. 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 and mask. 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. It should always be maintained in clean and dry condition.

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

## **7. Liquidated Damages for Delays**

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 clause 26 of section-VII}

## **8. Payment Conditions:**

1)The 50% payment will be made on getting approval from Kerala State Pollution Control Board (KSPCB) for consent of establishment and on delivery of goods and material at site. Then 40% amount on installation and commissioning of Sewage Treatment Plant. Balance 10% on getting consent for operation for functioning of STP from KPCS/Statutory authorities, third party technical audit for the installed capacity of STP, test results etc.

2) 65% of the cost of materials brought to site will be considered for advance against materials after physical verification at site by the Bank's Engineer subject to submission of original invoice for the material brought at site and submission of undertaking as per Bank's proforma. The safe custody of such materials till they are used in the work will be the responsibility of the Contractor. This amount will be recovered in full from the next RA bill.

3)The rate quoted should be inclusive of doing necessary testing on raw & treated Waste Waters, inclusive of annual maintenance cost for 5-year inclusive of defect liability period of one year. The maintenance scope mainly consist of providing services including all spares ,consumables, etc. during comprehensive Annual maintenance contract period and also inclusive of operation of Sewage Treatment Plant through a skilled person on daily basis for a period of entire Five years.

4) Each payment is liable to deduct IT/GST or any other taxes as per the statute.

## **9. Force Majeure:**

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.

10. **Termination for Default**

10.1 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.

(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.

10.2 On termination of the Contract the EMD/ Bank Guarantee of the Bidder will be forfeited.

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

10.4 Bank has right to go in court of law if such situation is arises within the jurisdiction at Thiruvananthapuram

11. **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.

12. **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, license fees, damages cost and charges of all and every sort that may be legally incurred in respect thereof.

13. **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 [Annex II](#). If performance of the system is not up to the mark during these five years PBG will be forfeited.

14. **Letter of Award**

14.1 The Successful Bidder would be notified in writing by RBI by issuing the

Letter of Award (LOA) in favour of the Bidder.

- 14.2 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 purpose of taking-over (Taking Over of the Works and Sections), until the Employer has received these documents.
- 14.3 The successful bidder shall obtain necessary clearance and any other clearance as per Local Bye-Laws / Conditions from the authorities where ever required
- 14.4 Immediately upon issuance of LOA, the Bidder shall obtain all necessary insurance certificates, Contractor's All Risk Policy, Workmen Compensation Policy, Transit Insurance, labour registration certificates, labour license etc., prior to commencement of the work. The bidder shall comply with all Labour Acts and Rules and Law of the Country. Necessary insurance policies including Workmen Compensation Policy shall be submitted to the Bank having joint names, with the Bank's name first.
- 14.5 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 TENDER and no claim in this regard whatsoever shall be entertained by the Bank.

## 15. Testing of System and material

- A. **The installed capacity of STP shall be got confirmed through consultant/ Third party technical audit. 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 testing of material (third party test) shall be carried-out in Govt. /approved laboratory 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.**

## 16. Penalty Clause

**Sewage Treatment Plant being an essential system needs to function without fail, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.**

		Rectification time	Penalty
(a)	Any defects resulting in total failure of the plant	12 hours	Rs.1000/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	Rs.500/- per day
(c)	Absence of plant operator	Double the charges per day for the plant operator proportionally worked out from the quoted rate.	

The tenderers shall indicate details such as the service center at Thiruvananthapuram or nearer service center from which the proposed systems will be serviced, the staff strength at that center and the availability of spares for the system at that center.

Place:

(Signature of the bidder with stamp)

Date

Name:

## SECTION-VII

### The Conditions Hereinbefore Referred To

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

a) "Employer"	Shall mean the Reserve Bank of India and shall include its assigning and successors.
b) In the case of company	"Contractor shall mean _____ a company incorporated under _____ 19__ and having its registered office at _____ and shall include its successors and assigns.
c) "Site"	Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
d) "This Contract"	Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
e) "Notice in writing"	Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
f) "Act of Insolvency"	Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.
g) "Net Prices"	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of the any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at.
h) "The works"	<b>Design Supply Installation Testing &amp; Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12</b>

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

2. **Scope of Contract:** The Contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":
- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
  - b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
  - c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
  - d) The removal and/or re-execution of any works executed by the Contractor.
  - e) The dismissal from the works of any persons employed thereupon.
  - f) The opening up for inspections of any work covered up.
  - g) The amending and making good of any defects under clause 19 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof shall be furnished free of cost one copy of each of the said Drawings and of specifications and one copy of all further Drawings issued during the progress of the works. Any further copies of such Drawings required by the Contractor shall be paid for by him. The Contractor shall keep one copy of all Drawings on the works and Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings and Specifications.
4. The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may or may not be particularly shown or described therein provided that the same can



reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer the same to the Bank's Engineer, who shall decide which is to be followed.

5. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 13 hereof.

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

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

6. **Setting out of work:** The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description:** All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall make arrangements for testing of materials and the charges for testing will be reimbursed on submission of the paid receipts.
8. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are

to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

9. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
10. **Access to works**: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.
11. **Assistant Manager (Tech.)**: The term "Assistant Manager (Tech) shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Assistant Manager (Tech.) every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

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

12. **Assignment and Subletting**: The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause

17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.

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

Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

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

16. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the Contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Manager (Tech.) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

17. **Prices for extra**: The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the drawings, or described in the specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing. However, during actual execution of work if the quantities of any of the items of work exceeds by more than 25% of the tender quantities, the quantities of such items executed, with the concurrence of the Employer in excess of 25 % of the tender quantity shall be considered as an extra item of work for which the Contractors shall submit fresh rates supported by rate analysis worked on the actual cost basis plus 15% towards establishment charges,

Contractor's overhead and profit. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of the Employer, the Contractor shall not be entitled to any claim on this account. .

No claim for an extra shall be allowed unless it shall have been executed under provisions of clause 5 hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

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

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

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

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

written authority of the Employer. The Contractor shall be liable for any loss of, or damage to, such materials.

19. **Removal of improper work** : The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as may be specified in the order of any materials which in the opinion of the Bank's Engineer are not in accordance with the specifications, the substitutions of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the drawings & specifications or instructions and the Contractor shall forthwith carry out such order at his own cost. In case of default on the part of Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.
  
20. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or materials supplied by any sub-Contractor employed on the works who has been nominated as provided under clause 12 and 22 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provision of this clause and clause 2 hereof. The Contractor shall remain liable under the provisions of the clause notwithstanding the signing of any certificate or the passing of any accounts by the Employer.
  
21. **Certificate of virtual completion and defects liability period:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed. The defects liability period shall commence from the date of such certificates.
  
22. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub-

Contractors employed by the Contractor and are herein referred to as nominated sub-Contractors.

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

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

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

24. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-Contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other clause whatever in any way connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

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

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

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

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

25. **Insurance:** The Contractor shall, from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of reworks, against loss or damage by fire with an office in the joint names of the

Employer and the Contractor (the name of the former being placed first in the policy) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The Contractor shall deposit the policy and receipts for the premium with the Employer within twenty-one days from the commencement of the works. In default of the Contractor, insuring as provided above, the Employer may so insure the works and may deduct the premium paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit. The Contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

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

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other **third party** in respect of anything which may arise in respect of the works or in consequence thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract with an approved office, a policy of insurance in the joint names of the Employer (first name) and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract. The minimum limit of the coverage under the policy shall be Rs.2 lakhs per person for any one accident or occurrence and Rs.5 lakhs in respect of damage to property for any one accident or occurrence. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the **Workmen's Compensation Act** or any other statutes in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer (first name) and the Contractor against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract.



The Contractor shall be responsible for anything, which may be excluded from the insurance policies above referred to, and also other damage to any property arising of and incidental to the negligent or defective carrying out of this contract. He shall also indemnify the Employer in respect of any costs, charges arising out of claim or proceedings of damage arising there from. The Employer shall be at liberty empowered to deduct the amount of any damage, compensation, costs, charges and expenses arising or occurring from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor. In addition to the above, the Contractor shall insure the work and take **CAR (Contractors All Risk) policy** against loss due to fire, theft, earthquake etc., for the entire contract amount with an approved insurance company till the virtual completion of the work and deposit the policy or policies with the Employer before commencing the work.

In default of the Contractor insuring as provided above, the Employer may so insure and deduct the premiums paid from any money due or which may become due to the Contractor. In case, if for any reason, the Insurance is not taken, by oversight, by the Employer also and the fact comes to light at a later stage, the Employer shall deduct the premium for the Insurance as assessed by the Employer and the Contractor shall accept the same without demur.

The Contractor shall be responsible for any liability which may not be covered by the insurance policies referred to above and also all other damage to any person, animal or effective carrying out of this contract, whatever may be the reasons due to which the damage shall have been caused.

The Contractor shall, upon settlement by the insurer of any claim made against the insurer pursuant to a policy taken under this clause, proceed with the diligence to rebuild or repair the work destroyed or damaged. In this event all the money received from the insurer in respect of such damage shall be paid to the Contractor and the Contractor shall not be entitled to any further payment in respect of the expenditure incurred for rebuilding or repairing of the materials or goods destroyed or damaged.

The Contractor, in case of rebuilding or reinstatement after fire etc., shall be entitled to such extension of time for completion as the Bank's Engineer may deem fit, but shall however, not be entitled to reimbursement by the Employer or shortfall or deficiency in the amount finally paid by the Insurer in settlement of any claim of any arising as set out herein. Without prejudice to his liability under this clause, the Contractor shall cause all nominated sub-Contractors to effect, for their respective portions of the works, similar policies of Insurance in accordance with provisions of this clause and shall produce or cause to produce to the Employer such policies. The Contractor shall not permit a nominated sub-Contractor to commence work at the site unless the above said Insurance Policies are submitted.

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

**The Contractor shall at his own expense, arrange to effect and maintain (until the virtual completion of the contract) with an approved office, the following insurance policies in the joint name of Employer and himself with the**

**Employer being first (Principal) and deposit such policy or policies with the Employer from time during the currency of this contract.**

**a) Workmen compensation policy. b) CAR Policy c) Third party policy**

26. **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 28 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time**: If in the opinion of the Employer the works be delayed(a) by force majeure or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through Contractor's own default or (d) by the works or delays of other Contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 2 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of Contractor or (l) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.
29. **Contractor's failure to comply with Employer's instruction**: If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions, the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.
30. **Termination of Contract by the Employer**: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against

it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Employer that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Employer.

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

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

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

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

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon

thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

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

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

32. **Certificates and Payments**: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the final balance in accordance with the final certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 2 and 20 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the

Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

The following terms of payment only are applicable for the work.

On account bills shall be made as under detailed item-wise measurement will be taken and payment shall be made based on completion of specific item of work basis on the quoted rate. All payment shall be subject to recovery of 5% towards security deposit & TDS as per the statutory requirements.

- (i) Contractor shall note that the interim value of work done towards payment of running bill inclusive of GST is **Rs. 10 lakh**.
- (ii) 65% of the cost of materials brought to site will be considered for advance against materials after physical verification at site by the Bank's Engineer subject to submission of original invoice for the materials brought at site and submission of undertaking as per Bank's proforma. The safe custody of such materials till they are used in the work will be the responsibility of the Contractor.

33. **Delayed Payment:** Any amount payable by the Employer to the Contractor shall, if not paid within the 'period of honouring Certificates' names in the Appendix carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which sum ought to have been paid by the Employer until the payment.

34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clause 2(a), 2(b), 4, 7, 12, 19, 28 (a, b, c, d, f) hereof (which matters are herein referred to as the expected matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

**35. Settlement of disputes by Arbitration:** All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in preceding clauses. But if either the Contractor be dissatisfied on any matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree a single arbitrator would be appointed for the purpose. In case no agreement could be

reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

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

Disputes and differences of any kind whatever arising out of or in connection with the Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the expected matters shall be final and without appeal as stated in Clause 34 hereof. But if either the Employer or the Contractor be dissatisfied on a matter, question of dispute of any kind except any of the excepted matters then and in any such case either party (the Employer or the Contractor any such case either party (the

Employer or the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring the matters in dispute be arbitrated upon such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no order shall be and is hereby referred to the Arbitration and final decision of an arbitrator to be agreed upon and appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall before taking upon themselves the burden or reference appoint an Umpire.

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

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

Upon every of any such reference, the cost of an incidental to the reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be who may determine the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party, and shall direct by whom and to whom and in what matter the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration Act (latest amendment) or any statutory modification thereof. The Award of the Arbitrator or Arbitrators, as the case may be, shall be final and binding parties. It is agreed that the Contractor shall not delay the carrying out of the works by reasons of any such matter, question or dispute being referred, to arbitration, but shall proceed with the works with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, is given, abide by the decision of the Bank and no Award of the Arbitrator or Arbitrators, as the case may be shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the Contract.

### **36. Right of technical scrutiny of final bill**

The Employer shall have a right to cause a technical examination of the works and the final bill of the Contractor including all supporting vouchers, abstracts, etc. to be

made at the time of payment of the final bill. If as a result of this examination of otherwise any sum is found to have been overpaid or over certified it shall be lawful for the employer to recover the sum.

**Employer entitled to cover compensation paid to workmen**

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

38. **Abandonment of works**

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

39. **Return of surplus materials**

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

40. **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.”

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

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

42. (The Contractor shall abide by and fulfill all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed there under.

The Contractor should ensure payment of minimum wages to all labourers/workmen staff employed by him. Contractor should submit a certificate to the effect that, he has actually paid all the dues of all the labourers of all descriptions engaged by him for completion of the awarded job/work/project at the rate which is not less than the one prescribed under Minimum wages Act, 1948 and he has complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank's representative to verify and certify the veracity of such certificate.

43. **Sexual Harassment of women at work place**

44. The Contractor/Agency shall be solely responsible for fully compliance 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 employees within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect of the complaint.

- (ii) Any complaint of sexual harassment from any aggrieved employee of the Contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- (iii) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Contractor, for any instance any monetary relief to Bank's employee, if sexual violence by the employee of the Contractor is proved.
- (iv) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- (v) The Contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

I/We hereby declare that I/we have read and understood the above instructions to the Contractors.

Signature of Contractor

Name & address

## SECTION VIII

### Details of Bidder (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	

### The details of our bankers are as below:

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.	

**Signature of Bidder with stamp/Date**

## **SECTION-IX**

### **Requirement of the Bank / Specification of Compact Sewage Treatment Plant /Scope of the work**

1. Back Ground: Reserve Bank of India, Thiruvananthapuram wants to install Compact Sewage Treatment Plant of capacity of 56 KLD at Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12. The Sewage treatment would be installed in an open land.
2. Scope work shall include” Design, Supply, Installation, Testing and commissioning of Compact Sewage Treatment Plant at Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12.

## SECTION- X

### Technical Details

#### 1. Design Basis:-

The Sewage 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 = 56 KLD
- Type of water = Waste Water generated from the flats in the colony.
- Design parameters covered are as below;

Parameters	Inlet	Outlet
Flow rate, KLD	56	56
Chemical Oxygen Demand, mg/ltr	1355	<50
Biological Oxygen Demand, mg/ltr	650	<10
Suspended solids, mg/ltr	852	<5
Oil and Grease, mg/ltr	555	<5
pH	6.10	6.5 to 7.5
Turbidity	Not specified	<10 NTU
E. Coli	Not specified	NIL
NH <sub>4</sub> -N (mg/ltr)	Not specified	<5
N-Total(mg/ltr)	Not specified	<10

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

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

Note: - The Design should be compact, reduced space and civil work, fully automatic. The design should be made for 56 KLD at Banks Staff Quarters at Thamalam, Thiruvananthapuram.

#### 1. 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. Compact Sewage treatment plant, which should be on aeration process technology or any advanced technology, as per the typical process mentioned by KSPCB in their design, operation & maintenance manual.
- E. Filtering consisting of sand filter and active carbon filter.
- F. Excess sludge disposal.
- G. Treated water tank with dosing system.

## **2. 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 need to give a Power point presentation to Bank if required. Based on the design parameters, the Sewage 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. A detail drawing on the same need to be furnished. The scope of work includes supply, construction, installation, testing and commissioning of entire system.

The work should be inclusive of civil construction if any for foundations etc., needed for the work, supply of electrical motors & panel, cables or any other electrical related items needed for the work. If any UG tank to be made should be made of M40 Grade concrete. **Since underground sump is already available in the premises, bidder should avoid construction of major underground sumps.** Any proposal, 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 Sewage treatment plant should satisfy all statutory requirements on the same all bidders need to give a certification.

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

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

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

## SECTION-XI

### Details of System Proposed

6.1	System Specification required to be filled by the bidders and also submit the catalogue and leaflet of their product.		
	<b>Make:</b>	<b>Models</b>	
Sr.No.	Description	Qty	Technical details with make and model (Filled by the bidders)
(i)			
(ii)			
(iii)			
(iv)			
(v)			
(vi)			
<b>6.2</b>	Details of all types of tanks with Capacity:-		
Sr.No	Type of Tank	Dimension	Capacity
1			
2			
3			
4			
	55		



5	
6	
7	

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.
	I have /have not enclosed leaflet/brochure of the product and Block diagram of system with inter connectivity of different peripherals.
6.4	I have /have not visited the site and familiar / not familiar about the condition of the site.
	<b>Deviations if any:</b>
	<b>Signature of Bidder with stamp/Date</b>

**Tenderers shall submit in detail, the complete technical specification of the system proposed, drawings, equipment details, layout drawings, brochures/catalogues of machineries/equipment proposed. Tenderers also furnish their details of service setup in Thiruvananthapuram.**

## SECTION-XII

### APPENDIX HEREIN BEFORE REFERRED

1. Defects liability Period (DLP)	12 months from the date of issue of virtual completion certificate.
2. Period of final measurement	1 month from the date of final completion.
3. Earnest Money Deposit (EMD)	Rs.44,000/- (Rs.Forty Four Thousand only)
4. Release of EMD	After Award of Work and Submission of Performance Bank Guarantee by the successful bidder.
5. Date of commencement	10 <sup>th</sup> day from the issue of work order.
6. Date of completion	5 months from the tenth day of the issue of work order
7. Liquidated Damages (LD)	0.25% of the estimated cost put to the tender per week of delay subject to a maximum of 10% of the total accepted contract value.
8. Performance Bank Guarantee (PBG)	10% of the contract value
9. Release of PBG	BG shall be valid for the contract completion period up to date of handing over the STP installation (with approval of consent of establishment for installation of STP and consent for operation for functioning of STP, test results etc..) and a further period of one year for defect liability period. Thereafter a fresh BG to be submitted by reducing of 1/4 <sup>th</sup> of initial value of BG for every year up to next 4 years. <b>(Please refer clause 9 of Section – IV)</b>
10. Value of work for Interim Certificate	Rs.10 lakhs per bill.
11. Retention Percentage (RMD)	5% from each bill
12. Release of RMD	On completion of Defect Liability Period.
13. Period of honoring interim certificate	15 Days
14. Period of honoring final certificate	30 Days
15. Interest for delayed payment	Three percent per annum.

Signature of Contractor  
Name & address

## **SECTION-XIII**

### **Safety Code**

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

**SECTION-XIV**

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

<b>1. Pump</b>	<b>Kirloskar/Simens/Crompton Greaves</b>
<b>2. Electrical Motors</b>	<b>Kirloskar/Simens/Crompton Greaves</b>
<b>3. Blower</b>	<b>BOSE/ Martin Audio</b>
<b>4. Filters</b>	<b>Pentair or Equivalent Make</b>
<b>5. UPVC Pipes</b>	<b>Supreme/Ashivad/Prince or Equivalent Make</b>
<b>6. Cement</b>	<b>ACC/Bharathi/Ultaratec/Ramco/Sankar</b>
<b>7. Sand</b>	<b>River sand /M-Sand</b>
<b>8. Reinforcement / structural steel</b>	<b>TATA/ SAIL / VIZAG</b>

**Note:**

1. The Contractor shall obtain prior approval from the Engineer-in-charge before placing order for any specific material or engaging any of the specialized agencies. The Contractor shall make a detailed submittal with catalogues and highlighted proposed specifications, as well as full details of the works executed by the specialized agency, as specified.
2. In case of non-availability of the brand specified in the contract the Contractor shall approach Engineer-in-charge to acquiring alternate equivalent brand of the material subject to submission of documentary evidence of non- availability of the specified brand. No claim on this account shall be entertained.

**Draft of Bank Guarantee for Earnest Money Deposit**

The Regional Director  
Reserve Bank of India  
Estate Department  
Thiruvananthapuram

Dear Sir,

**Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12**

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'Employer') has invited tenders for the **Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12**. (Hereinafter called "the said tender") on the terms and conditions mentioned in the tender documents.

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

NOW THIS GUARANTEE WITNESSETH

1. We \_\_\_\_\_ (Bank) do hereby agree with and undertake to Reserve Bank of India, their Successors, Assignees that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent

to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.

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

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and / or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force up to six months from \_\_\_\_\_ (date of scheduled completion) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later.

**Unless a claim or suit or action is filed against us within six months from the date under clause (d) above of any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.**

Yours faithfully,

For and on behalf of

\_\_\_\_\_

Bank.

Authorized official (with seal)

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

**Proforma of Bank Guarantee for Performance of the contract**

Date

The Regional Director  
Reserve Bank of India  
Estate Department  
Thiruvananthapuram - 33

Name of the centre - Reserve Bank of India, Thiruvananthapuram

Dear Sir/Madam

**Name of work: Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12**

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called "the Employer") has invited tenders for **Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12** hereinafter referred to as "the work") on the terms and conditions mentioned in the tender documents.

It is one of the precondition of the Employer for awarding the contract that the tenderer shall furnish a performance bank guarantee for sum of ₹...../- (Rupees-----) (hereinafter referred to as "the caution money") for satisfactory execution of those items of works, for which the tenderer have quoted low/unworkable rates (hereinafter referred to as "the low rates items of work".)

M/s \_\_\_\_\_, (hereinafter called as "the Tenderer"), who are our constituents, have tendered for the said work and for award of the work need to submit Performance Bank Guarantee for low rated items and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

NOW THIS GUARANTEE WITNESSTH

1. We \_\_\_\_\_ (name of the Scheduled Bank) do hereby agree with and undertake to the Reserve Bank of India, their successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer,



we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Caution Money for satisfactory execution of the low rated items of work for the due performance of the obligations of the Tenderer under the said additional Conditions, provided, that our liability against such sum shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and conform that the sum not exceeding ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week, from the date of receipt of the notice as aforesaid.

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

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

5. We hereby further agree that:

(a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or grating of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

(b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_/- (Rupees \_\_\_\_\_ only).

(c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there-under or by dissolution or change in the constitution of our said constituents.

(d) This guarantee shall remain in force up to six months from \_\_\_\_\_ (date of scheduled completion) provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions of our said herein.

(e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ (date) or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. **Unless a claim or suit or action is filed against us within six months from that date under clause (d) above or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all-over obligations and liabilities hereunder.**

Yours' faithfully,  
For and on behalf of

\_\_\_\_\_

(Seal of the Scheduled Bank)

Signature of the Authorised Official

(Name, designation, date etc.)

Note - This guarantee will require stamp duty as applicable in the State of \_\_\_\_\_, where it is executed and shall be signed by the official whose signature and authority shall be

	<b>RESERVE BANK OF INDIA</b>
	<b>ESTATE DEPARTMENT</b>
	<b>THIRUVANANTHAPURAM</b>
<b>Design Supply Installation Testing &amp; Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12.</b>	
<b>SCHEDULE OF QUANTITIES</b>	

**UN-PRICED BILL OF QUANTITIES**

To,

Date: .....

The Regional Director  
Reserve Bank of India  
Estate Department  
Thiruvananthapuram - 33

Dear Sir,

**Subject: Design Supply Installation Testing & Commissioning (DSITC) of 56 KLD Compact Sewage Treatment Plant for Reserve Bank of India Staff Quarters, Thamalam, Thiruvananthapuram-12.**

Being duly authorized to represent and act on behalf of

.....,  
and having read and fully understood all the requirements of Bid submission provided vide the tender Document dated ..... pertaining to the captioned work. We are pleased to quote as below:

Sl. No	Item	Qty (A)	Unit Rate	Amount Per unit (B)	GST @ 18% per unit rate (C)	Total Amount with GST {Ax(B+C)}
1	<b>Capital Cost(C):-</b> Total design, Supplying and construction cost of the Compact Sewage Treatment Plant including obtaining all permissions / approvals, operation certificate ,procurement, construction and other	1	Job			

	civil works and installation of all services, and fixtures making all fully and functionally operative as details in technical bid.					
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 conditions of the tender, This shall be applicable after Defect Liability Period of one year. (refer <a href="#">Annex I</a> )	1 year	Annum			
3	<b>Skilled Persons (R):-</b> Charges for providing services of skilled person at 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 year	Annum			

**Signature of Bidder with stamp/Date**

**Rates for All-inclusive Comprehensive Annual Maintenance Contract (CAMC) - Renewal**

These rates shall remain firm for the first year of AMC & these charges will also be considered while evaluating tender as prescribed in the section “evaluation of tenders”. Further renewal amount for the AMC shall be worked out as per the following formula:

$$AC = \frac{Ap}{100} \left( 15 + 55 \times \frac{MPc}{MPp} + 30 \times \frac{Wlc}{Wlp} \right)$$

Ac	=	The AMC amount for the current year.
Ap	=	The AMC amount for the previous year.
MPc	=	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the current year.
MPp	=	Wholesale Price Index for metal products 6 months prior to the commencement date of contract for the previous year.
Wlc	=	Consumer Price Index for industrial workers (Thiruvananthapuram) 6 months prior to commencement date of contract for the current year.
Wlp	=	Consumer Price Index for industrial workers (Thiruvananthapuram) 6 months prior to commencement date of contract for the previous year.

**Operation contract:**

The operation contract will be renewed after DLP of one year based in the following formula.

$$AC = \frac{Ap}{100} \left( 10 + 90 \times \frac{Wlc}{Wlp} \right)$$

Ac	=	The Operation cost amount for the current year.
Ap	=	The Operation cost amount for the previous year.
Wlc	=	Consumer Price Index for industrial workers (Thiruvananthapuram) 6 months prior to commencement date of contract for the current year.
Wlp	=	Consumer Price Index for industrial workers (Thiruvananthapuram) 6 months prior to commencement date of contract for the previous year.

**DESIGN CAPACITY CALCULATION FOR STP INSTALLATION AT RBI THAMALAM  
STAFF QUARTERS**

<b>Sl. No.</b>	<b>Description of occupation Details</b>	<b>Nos.</b>
A	RESIDENCE OCCUPATION DETAILS	
1	Regular flats-93 VOF- 4 THH-1 } Considering average 50% occupancy- 3 flats taken into account for design- say 3 flats Total	96
2	Dispensary	1
3	Community Hall	1
	A =	98
	Considering 5 persons per Flat, total number of persons for which STP to be designed = (B) = (A) X 5 i.e. 98 x 5	490
	Considering consumption as 135 liters per head, the total design flow (C=B*135)*[(85%) (as wastage)]	56228
	<b>Round to</b>	<b>56 KLD</b>

\*\*\*\*\*END\*\*\*\*\*