



## **SCHEDULE OF TENDER (SOT)**

<b>Item</b>	<b>Description</b>
e-Tender no	RBI/CAB Pune//587/22-23/ET/587
Name of the work	<b>DSITC of phytorid (constructed wetland) Grey Water Treatment Plant for College of Agricultural Banking, Reserve Bank of India campus at University Road, Shivajinagar, Pune</b>
Mode Of Tender	e-Procurement System (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> )
Date of NIT available to parties to download	From 05:00 PM of 20/01/2023
Pre-Bid meeting	At 12:00 PM on 27/01/2023
Earnest Money Deposit	EMD @ 2% of accepted contract amount will be collected from Successful bidder
Tender Fees	NIL
Date of starting of e-Tender for submission of online Techno-Commercial Bid and price bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	5:00 PM of 31/01/2023
Last date of submission of EMD	Till 12:00 PM of 13/02/2023
Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM of 13/02/2023
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	4:00 PM of 13/02/2023
MSTC Transaction Fee	Amount as prescribed by MSTC Ltd.



**COLLEGE OF AGRICULTURAL BANKING (CAB)  
RESERVE BANK OF INDIA  
PREMISES SECTION  
UNIVERSITY ROAD, PUNE – 411 016  
REQUEST FOR PROPOSAL (RFP)**

**DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING (DSITC) PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA CAMPUS AT UNIVERSITY ROAD, SHIVAJINAGAR, PUNE**

RFP are invited by the College of Agricultural Banking, Reserve Bank of India, Pune from vendors in line for Design, Supply, Installation, Testing & Commissioning (DSITC) Phytorid (Constructed Wetland) Grey Water Treatment Plant at CAB Campus. Only those Bidders who fulfill the Pre-qualification criteria are eligible to participate in this tender.

The “Request for Proposal” (RFP) for the project is available on Bank’s website ([www.rbi.org.in](http://www.rbi.org.in)) in Tenders Section & MSTC Portal. Interested bidders are requested to refer to the said RFP. Bids made strictly as per provisions of the RFP document should be submitted online.

a. e-Tender No.	RBI/CAB Pune//587/22-23/ET/587
b. Mode of Tender	e-tendering system (online Part I – Technical Bid and Part II – Commercial Bid)
c. Date & time of NIT available to parties to download	05:00 PM of 20/01/2023
d. View Tender Date & Time on MSTC web portal	05:00 PM of 20/01/2023
e. Pre-Bid Meeting	12:00 PM on 27/01/2023
f. Date & time of starting of e-Tender opening for submission of online Technical bid and Commercial bid at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>	05:00 PM of 31/01/2023
g. Date & time of closing of online e-Tender for submission of online Technical and Commercial bid	02:00 PM of 13/02/2023
h. Date & time of opening of Part I Technical bid Date & time of opening of Part II – Commercial bid to be informed after completion of Presentation	04:00 PM of 13/02/2023

## **Disclaimer**

College of Agricultural Banking, Reserve Bank of India, has prepared this RFP document. This Request for Proposal (RFP) is not an offer by the Bank, but an invitation to receive response from eligible interested vendors for DSITC of Phytoid Grey Water Treatment Plant at CAB Campus. No contractual obligation whatsoever shall arise from the RFP process unless and until a formal contract is signed and executed by the Bank with the bidders. This document should be read in its entirety.

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

Reserve Bank of India reserves the right not to proceed with procurement, to alter the time-table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the procurement further with any respondent.

No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

**RFP for DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING (DSITC) PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA CAMPUS AT UNIVERSITY ROAD, SHIVAJINAGAR, PUNE**

NOTICE INVITING RFP  
(Only through e-tendering)  
SCHEDULE OF RFP

Bids are invited by the College of Agricultural Banking, Reserve Bank of India, Pune from vendors in line for DSITC of Phytoid (Constructed Wetland) Grey Water Treatment Plant at its Campus. Only those bidders who fulfill the Pre-qualification criteria are eligible to participate in this tender.

The “Request for Proposal” (RFP) for the project is available on Bank's website ([www.rbi.org.in](http://www.rbi.org.in)) in Tenders Section & on MSTC Portal. Interested bidders are requested to refer to the said RFP. Bids made strictly as per provisions of the RFP document should be submitted online.

a. e-Tender No.	RBI/CAB Pune//587/22-23/ET/587
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g. Date & time of closing of online e-Tender for submission of online Technical and Commercial bid	02:00 PM of 13/02/2023
h. Date & time of opening of Part I Technical bid Date & time of opening of Part II – Commercial bid to be informed after completion of Presentation	04:00 PM of 13/02/2023

## SECTION I

### INVITATION FOR PROPOSALS (IFP)

Request for Proposal (RFP) for DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING (DSITC) PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA CAMPUS AT UNIVERSITY ROAD, SHIVAJINAGAR, PUNE bearing Tender No: RBI/CAB Pune//587/22-23/ET/587

1. The Reserve Bank of India (hereinafter referred to as “the Bank”) invites Proposals from bidders in line for Design, Supply, Installation, Testing & Commissioning (DSITC) Phytoid (Constructed Wetland) Grey Water Treatment Plant for College of Agricultural Banking, Reserve Bank of India Campus at University Road, Shivajinagar, Pune.
2. E-Tender documents will be available at the MSTC website, i.e., [www.mstcecommerce.com](http://www.mstcecommerce.com), on **20/01/2023**, at 5:00 PM. This e-Tender needs to be mandatorily filled up/submitted online through the MSTC portal i.e., [www.mstcecommerce.com](http://www.mstcecommerce.com). The deadline for filing up and submitting the e Tender is up to 2:00 PM on **13/02/2023**. The e-Tender will be opened on **13/02/2023**, at 4:00 PM. Detailed guidelines on the process to submit e-Tender by the vendors have been mentioned in [Annex I](#) following the Schedule of RFP.
3. The RFP includes the following documents:  
Section I - Invitation for Proposals (IFP)  
Section II - Instruction to Bidders (ITR)  
Section III - General Conditions of Contract (GCC)  
Section IV - Technical Proposals (TP) - with formats  
Section V - Scope of Work
4. The Bank reserves the right to accept or reject any or all the Proposals in whole or part without assigning any reasons.
5. The address for communication and the details of contact person of the Bank is as under:

#### **Address for Communication:**

The Principal  
College of Agricultural Banking  
Reserve Bank of India  
University Road  
Pune- 411016

#### **Contact Person:**

Shri Kamal Kumar Batra  
Assistant General Manager  
Premises Section  
Mobile No.: +91-8209490528  
email: [kbatra@rbi.org.in](mailto:kbatra@rbi.org.in)

Shri Sudhansu Vikram  
Assistant Manager (Technical- Civil)  
Premises Section  
Mobile No.: +91-8209490528  
email: [sudhansuv@rbi.org.in](mailto:sudhansuv@rbi.org.in)

## SECTION II: INSTRUCTIONS TO BIDDERS (ITR)

### 1. Definitions

Unless the context otherwise requires, the following terms whenever used in this RFP and Contract shall have the following meanings:

- a) **“Applicable Law”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- b) **“Proposals”** means proposal submitted by bidders in response to the RFP issued by the Bank for work under consideration.
- c) **“Competent Authority”** means the Principal, College of Agricultural Banking, Reserve Bank of India, Pune – 411016.
- d) **“Committee”** means committee constituted by the Competent Authority for evaluation of technical proposals.
- e) **“Contract”** means the Contract signed by the parties for the work under consideration
- f) **“Day”** means Calendar day.
- g) **“Effective date”** means the date on which the contract comes into force and effect.
- h) **“IFP”** means Invitation for Proposals.
- i) **“ITR”** means Instructions to Bidders.
- j) **“GCC”** means General Conditions of Contract.
- k) **“Services”** means the work to be performed by the Bidder for the Bank in accordance with the terms and conditions of the RFP and the Contract.

### 2. Introduction

The Reserve Bank of India (the Bank) is the Central Bank of the Country with its Central Office located at Mumbai. It has offices across the country in 31 cities and employs a total of around 12,951 officers and workmen staff (as on April 01, 2023). This RFP has been prepared solely for the purpose of **DSITC OF PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA CAMPUS AT UNIVERSITY ROAD, SHIVAJINAGAR, PUNE**

### 3. Service Requirements

#### 3.1 Objectives of the Assignment

The Bank requires Primary & Secondary Treatment Plant to make full use of major portion of water from kitchens, canteen, etc. for gardening and flushing by primary and secondary treatment. Due to reuse of water, fresh water requirement will be reduced.

### *3.2 Conflict of Interest*

The Bank requires the bidders to provide professional, objective, impartial services and always hold the Bank's interest paramount, strictly avoid conflicts with other assignments/jobs or their corporate interests and act without any consideration for future work.

### *3.3 Validity of Proposals*

Proposals shall remain valid for 90 (ninety) days after the date of proposal opening specified in the RFP. A proposal valid for a shorter period may be rejected as non-responsive.

The Bank may solicit the bidders' consent to an extension of proposal validity (but without any modification in proposals).

### *3.4 Right to accept or reject a proposal*

The Bank reserves the right to accept or reject any proposal, and annul the RFP process at any time without incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such a decision.

### *3.5 Fraud and Corruption*

The Bidders must observe the highest standards of ethics while performing their obligations under the RFP and the contract.

In pursuance of this policy, the Bank:

- a) Defines, for the purposes of this provision, the terms set forth as follows:
  - i. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the Bank or any personnel of Bidder(s) in contract executions.
  - ii. **"Fraudulent practice"** means misrepresentation of facts to the Bank, to influence procurement process or execution of a contract, and includes collusive practices among bidders (prior to or after submission of proposal) designed to establish proposal prices at artificially high or non-competitive levels and to deprive the Bank of the benefits of free and open competition.
  - iii. **"Unfair trade practices"** means supply of services different from what is ordered on or change in the Scope of Work which was given by the Bank.
  - iv. **"Coercive practices"** means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- b) Will reject a proposal for award, if there is reason to believe that the bidder recommended for award, has engaged in corrupt, fraudulent, coercive practices or unfair trade practices.
- c) Will declare a bidder ineligible, either indefinitely or for a specified period of time, for awarding the contract, if it at any time determines that the bidder has engaged in corrupt, fraudulent, coercive practices or unfair trade practice in competing for, or in executing, the contract.

#### **4. Clarifications and amendments of RFP Document**

##### *4.1 RFP Clarifications*

During technical evaluation of the proposals, the Bank may, at its discretion, ask bidders for clarifications on their proposals. Bidders must respond within the time frame prescribed by the Bank.

##### *4.2 Amendments in RFP*

At any time prior to deadline for submission of proposal, the Bank may for any reason, modify the RFP. Bidders shall be notified of the amendments through the email and such amendments shall be binding on them.

#### **5. Process for Selection of Bidder**

The RFP is intended to result in appointment of a vendor to take up Design, Supply, Installation, Testing & Commissioning (DSITC) Phytoid (Constructed Wetland) Grey Water Treatment Plant For College Of Agricultural Banking, Reserve Bank Of India Campus at University Road, Shivajinagar, Pune

#### **6. Eligibility**

##### **Eligibility Criteria for Bidders**

- The intending tenderer must have 5 years of experience in carrying out similar works. The work should have been completed on or before **December 31, 2022**.
- The intending tenderer must and have executed successfully **similar works\***, during last five years ending on **December 31, 2022** as under:
  - (a) Three works each costing not less than the amount equal to 40% of the estimated cost
  - OR
  - (b) Two works each costing not less than the amount equal to 50% of the estimated cost
  - OR
  - (c) One work costing not less than the amount equal to 80% of the estimated cost.
- Minimum yearly turnover of **100% of the estimated cost** during last 3 financial years supported by audited financial statements.
- Should have service setup at the place of proposed work or nearby metro.

**\*Similar Works** means – DSITC of PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT

1. The contractors shall upload the following information/documents on MSTC site to satisfy the Bank about their eligibility.



(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.,) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the <b>detailed work orders</b> for the qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding <b>completion certificates</b> indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any Centre, should also be given. Format given in <a href="#">Annexure VI</a>
(c)	Turnover	<b>Audited financial statements</b> for last three financial years i.e. 2019-20, 2020-21 & 2021-22 along with a <b>certificate of Chartered Accountant</b> indicating the turnover for these financial years.
(d)	Credit worthiness of the contractor and their turnover during the specified period	Copies of the Income Tax Clearance Certificates/Income Tax Assessment Orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc. of the contact executives (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
(f)	Details of bank accounts	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.

(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos. etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished. Format given in <a href="#">Annexure VI</a>
(h)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.
(i)	Solvency certificate	Should furnish solvency certificate issued by the Applicant's banker, specifically for the purpose of the work, for an amount of Commercial Bid as per the Bank's format given in <a href="#">Annexure VII</a>
(j)	Details of Service setup	Address and contact details of the service set up at the place of proposed work or nearby metro for rendering after sales service.

Only bidders that fulfil ALL the eligibility criteria as mentioned above are eligible to participate in the selection process contemplated under this RFP. The bidder should submit their responses along with documentary evidence and self-declaration, as required for the above eligibility criteria. Proposals of those bidders who do not fulfil any eligibility criteria will be summarily rejected. Bidders fulfilling the eligibility criteria as laid out above will proceed to the next stage of the RFP Response Evaluation. The Bank's decision on 'Eligibility Criteria' is final.

## 7. Disqualifications

The Bank may at its sole discretion and at any time during the evaluation of proposal, disqualify any bidder, if the bidder has:

- a) Submitted the proposal documents after the response deadline;
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements;
- c) Submitted a proposal that is not accompanied by required documentation or is nonresponsive;
- d) Failed to provide clarifications related thereto, when sought;

- e) Been declared ineligible by the Government of India / State / UT Government for corrupt and fraudulent practices or blacklisted;
- f) Submitted a proposal with price adjustment / variation provision.

#### **8. Compliance of the RFP in entirety**

A bidder is expected to examine all the instructions, guidelines, terms and conditions and formats in the RFP. Failure to furnish all the necessary information as required by the RFP or submission of a proposal not substantially responsive to all the aspects of the RFP shall be at the bidder's own risk and may be liable for rejection.

#### **9. Pre-Proposal Queries/ Pre-Bid Meeting**

A pre-bid meeting (off-line mode) of the intending bidders will be held **at** 12:00 PM on 27/01/2023 at College of Agricultural Banking, Reserve Bank of India, University road, Pune-411016.

#### **10. Preparation of Proposal**

Bidders shall comply with the following related information during preparation of the proposal

- a) The proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initiated by the authorized person signing the Proposal.
- b) The proposal shall be typed or written in indelible ink (if required) and shall be signed by the Bidder or duly authorized person(s) on each page to bind the Bidder to the contract.
- c) Bidders are not permitted to modify, substitute, or withdraw proposals after their submission.

#### **11. Submission, Receipts and Opening of Proposals**

Bidders shall submit the proposal online through MSTC website. However, during evaluation of a proposal, as well as during the period of contract, the evaluation committee has the right to carry out a due diligence of the bidder

##### *11.1. Deadline for submission of Proposals*

Proposals from bidders, complete in all respects must be submitted online through MSTC website.

**Last Date for Submission of Proposal: 13/02/2023 (2:00 PM)**

#### **11.2 List of documents to be submitted as part of Proposal as provided in Section IV**

##### **11.2.1 Form I: Proposal Form**

- ✦ Covering letter for appointment of Vendor in Form I.

#### 11.2.2 Form II: Proposal - General Information

- ✦ General information of the bidder as specified in Form II.
- ✦ Any other supporting information that is relevant to proposal.

#### 11.2.3 Form III: Technical Proposal

- ✦ Technical proposal as specified in Form III.
- ✦ Any other supporting information and documents that are relevant to the Technical Proposal.

### **12. Evaluation Criteria and Evaluation of Proposals**

The Bank may form an evaluation committee to evaluate the proposals submitted by bidders for a detailed scrutiny. During evaluation of proposals, the Bank, may, at its discretion, ask the bidders for clarification of their proposals. The process for evaluation of proposals is as given below:

#### 12.1 Techno-Presentation Bid

**Technical Evaluation:** Technical Proposals would be opened for all bidders who would have submitted the bids. The parameters and weightages to be used for technical evaluation will be as provided in [Annex II](#). Bidders have to score minimum of 60 marks to qualify for delivering presentation.

**Presentation Evaluation:** After technical evaluation, Bidders would be qualified for delivering the presentation before the Technical Committee on a date and at a venue, as may be so determined by the Bank. The expenses incurred on travel and accommodation, with respect to the said presentation, shall be borne by the Bidders.

The presentation should cover all aspects included in the scope of work detailed at Section V of this RFP. Bidders may include specific value propositions/additions that they wish to provide. Bidders may also give complete details of their organizational structure, experience in handling similar works for PSUs which will be considered by the committee for evaluation.

#### 12.2 Commercial Bid

After the completion of process of presentation of qualified bidders, the commercial bid would be opened at a date as may be determined by the Bank. The commercial bid would be inclusive of cost of men & materials involved, contractor profit and applicable taxes. The financial quote should be in Indian rupees and it should include all expenses proposed other than taxes.

#### **12.3 Combined Evaluation:**

a) Commercial bids of only those bidders will be opened who qualify in the evaluation of techno-presentation bids. Thereafter, a combined evaluation will be done by the Bank. A combined score will be arrived at after considering the commercial quote and the marks obtained in technical evaluation with relative weights of 50% for technical and 50% for

commercial. The combined evaluation shall be made by applying weightages of 50% each for the technical and commercial scores according to the following formula:

$$\text{Technical Score of A} = \frac{\text{Technical Evaluation Score of A}}{\text{Highest Tech Score}} \times 100$$

$$\text{Commercial Score of A} = \frac{\text{Lowest Commercial Bid}}{\text{Commercial Bid of A}} \times 100$$

$$\text{Combined Score of A} = 50\% \times \text{Technical Score of A} + 50\% \times \text{Commercial Score of A}$$

Based on the above combined weighted score, the bidders shall be ranked in terms of the total combined score obtained. The Bidder with the highest combined score (H-1) will be declared successful and shall be recommended for award of the contract. After the identification of the successful Bidder, the Bank will follow the internal procedure for necessary approvals and, thereafter, proceed with notification of award of contract.

### **13. Award of Contract**

On acceptance of proposal for awarding the contract, the Bank will notify the successful Bidder in writing that their proposal has been accepted. The Bank and successful Bidder will sign the Contract. After signing of the Contract no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. The draft Contract is enclosed as Form IV.

### **14. Duration of Appointment**

The appointment of bidder for DSITC Phytorid (Constructed Wetland) Grey Water Treatment Plant for College of Agricultural Banking, Reserve Bank of India Campus at University Road, Shivajinagar, Pune will be for one time only.

### **15. Confidentiality**

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any Bidders or any other persons not officially concerned with such process until the appointment process is over. The undue use by any Bidder of confidential information related to the process may result in rejection of Proposal.

During the execution of the project except with the prior written consent of the Bank, the Bidder and its personnel shall not at any time communicate to any person or entity any confidential information acquired during the term of the Contract.

**16. Retention Money Deposit (RMD):** 5% of the total value of work done will be withheld from the Bill by the Bank as Retention Money (RM) to be kept as Security Deposit (SD). **the**

**Retention Money deducted towards Security deposit shall be released on expiry of the stipulated Defects Liability Period.**

**17. Performance Bank Guarantee (PBG):** Performance Bank Guarantee for an amount equal to 5% of the contract value shall be submitted by the bidder valid for the entire period of currency of contract for due fulfilment of the contractual obligations by the bidder.

**18. Insurances:** The bidder shall be responsible for any 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-bidder'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 bidder 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.

a) Under any Acts of Government or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

b) The bidder shall reinstate all damages 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.

c) The bidder 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 Bidder 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 lakh per person for any one accident or occurrence and Rs. 5 lakh in respect of damage to property for any one accident or occurrence. The bidder 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 bidder or any sub-bidder 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 Bidder against such risks and deposit such policy or policies with the Employer from time to time during the currency of the contract.

d) The Bidder shall be responsible for anything, which may be excluded from the insurance policies above referred to, and also for all other damages 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 or expenses arising out of claim or proceedings of damage arising there from.

e) The Employer shall be at liberty and is hereby 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 bidder. In addition to the above, the Bidder 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.

f) In default of the Bidder 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 Bidder. 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 bidder shall accept the same without demur.

g) The bidder shall be responsible for any liability which may not be covered by the insurance policies referred to above and also all other damages 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.

h) The bidder 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 bidder and the bidder 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.

a) The bidder, 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 any shortfall or deficiency in the amount finally paid by the Insurer in settlement of any claim arising as set out herein.

b) Without prejudice to his liability under this clause, the bidder shall cause all nominated sub-bidders 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 bidder shall not permit a nominated sub-bidder to commence work at the site unless the above said Insurance Policies are submitted. In the event of failure of the sub-bidder to take out such a policy of insurance before commencing the works at the site, the bidder shall be responsible for any claim or damage attributable to the said sub-bidder.

19. If in the opinion of the Bank's Engineer the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Bidders own default or (d) by the works or delays of other Bidders or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specification or (e) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (f) in consequence of the bidder not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (g) from other causes which the Bank's Engineer may certify as beyond the control of Bidder or (h) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the contract works. In case of such strike or lockout the Bidder shall immediately give written notice thereof to the Employer but the Bidder shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

20. **Defect Liability Period and Performance Guarantee Period:** Any defects or any other faults which may appear during 12 months Defect Liability from the date of virtual completion of work in full as specified under the contract, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer, and within such reasonable time as shall be specified therein, be amended and made good by the Bidder at his own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects/faults and damages, loss and expenses consequent there upon or incidental thereto shall be made good and borne by the bidder and such damages, loss and expenses shall be recoverable from him by the Bank, or may be deducted by the Bank upon the Bank's Engineers' certificate in writing from any money due or that may become due to the bidder. The bidder shall remain liable under the provisions of this clause notwithstanding the signing by the Bank's Engineer any certificate or passing of any accounts.

21. If the bidder needs an extension of time for the completion of the work or if the completion of work gets delayed for any reasons beyond the due date of completion stipulated in the contract, the bidder shall apply to the Employer for extension of time in writing at least 7 days before the expiry of the scheduled time and while applying for extension of time bidder shall furnish the reasons in detail and his justification, if any, for delays. Only that period of extension of time as granted by the Employer (on receipt of the application from the bidder or even in absence of any such application) will qualify for exemption of imposition of liquidated damages. For the balance period in excess of original stipulated period and authorized extension of time granted by the Employer, the provision of liquidated damages as stated under **Clause 20** will become applicable.



22. Further the contract shall remain in force even for the period beyond the due date of completion irrespective whether the bidder has applied or not, for the grant of extension of time for completion unless the Employer decides to terminate the contract. The delay for completion of work for any reason will not entail any right to the bidder to claim any revision of rates or any extra compensation for any reason.

23. **(a) Termination of Contract by the Employer:** If the bidder being an individual or a firm commits any “act of insolvency”, or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within **seven days** after notice on him requiring him to do so, to show to the reasonable satisfaction of the Bank’s Engineer that he is able to carry out and fulfill the contract and to give security therefore, if so required by the Bank’s Engineer.

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

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

Or shall assign or sublet this contract without the consent in writing of the Employer first hand and obtained.

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

Or if the Bank’s Engineer shall clarify in writing to the Employer that the bidder

- (i) Has abandoned the contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progress of the works for fourteen days after receiving from the Employer notice to proceed or
- (iii) Has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days after receiving from the Employer, 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 or any of the acts, matters or things by this contract to be observed and performed by the bidder for seven days after written notice shall have been given to the bidder requiring the bidder to observe or perform the same.

Then and in any of the said case the Employer may, notwithstanding any previous waiver, after giving seven days’ notice in writing to the bidder, determine the contract, but without thereby affecting the powers of the Bank’s Engineer or the obligations and liabilities of the bidder, the whole of which shall continue in force as fully as if the contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf

of the bidder. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plants, 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 workers in carrying on and completing the works or by employing any other bidder or other person or persons to complete the works, and the bidder shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other bidder or other person or persons employed for completing and finishing or using the material and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the bidder to remove his surplus materials and plant, and should the bidder 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 bidder for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under this what (if anything) shall be due or payable to or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and expense or loss which the employer shall have been put to in procuring the works to be completed and the amount, if any, owing to the bidder and the amount which shall be so certified shall thereupon be paid by the Employer to the bidder or by the bidder to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

**b) Termination of the Contract by the Bidder:** If the payment of the amount certified by the Bank's Engineer and payable by the Employer 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 Bidder to the Employer, or if the Employer shall repudiate the Bidder, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and if any of the said cases the bidder shall be at liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment of all works, executed and for any loss he may sustain upon any plant or materials supplied or purchase or prepared for the purpose of the Contract.

In arriving at the amount of such payment the net rates contained in Bidder's original Tender shall be followed.

28. The Employer may, in his absolute discretion, issue written instructions in regard to;
- a. The variation or modification in the design shape, quality or quantity of the items of work or the addition or omission or substitution of any item of work.
  - b. Any discrepancy in the Bill of Quantities and or specifications.
  - c. The removal from the site of any person or material brought thereon by the Bidder not to their satisfaction and the bidder shall forthwith comply with and carry out any such instructions.

29. Rates of items, if any, not mentioned in the Bills of quantities shall be fixed by the Bank's Engineer on the basis of the tendered rates to the extent possible or by rate analysis based on prevailing market rates.
30. The Contract document shall remain in the custody of Employer and shall be produced by him at his office and when required by the bidder. The bidder on signing hereof shall be furnished free of cost with a certified copy of the Agreement.
31. The bidder shall conform to the provisions of any Acts of Legislature relating to the various works and for manufacture and to the Regulations and Byelaws of an authority. The bidder shall indemnify the Employer against all claims in respect of patent rights and shall defend at his own cost all actions arising from such claims.
32. The Employer or any of his authorized representatives shall have the power to reject and/or refuse any materials of doubtful quality and workmanship.
33. **Certificates and payment:** The bidder shall be paid by the Employer on the basis of the certificates to be issued by the Bank's Engineer subject to administrative checks and corrections if any.

**36. Defective Materials:** Any defects or faults in the materials supplied and in the work done by the bidder which may appear during execution of the work or within twelve months shall, upon the discretion of the Bank's Engineer be replaced or set right by the Bidder at his own cost within seven days of receiving such directions. The Bank reserves the right to get the work executed/ work examined by other Government or Private Agency and the directions of such agency shall also be binding on the Bidder.

**37. Measurement of works:** The Bank's Engineer may, from time to time, intimate to the bidder that he requires the works to be measured and the bidder shall forthwith attend or send a **qualified agent** to assist the Bank's Engineer in taking such measurements and calculations and to furnish all particulars and to give all assistance required. Should the bidder not attend or neglect or omit to send such agent, then the measurements taken by the Bank's Engineer or a person approved by him shall be made taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Indian Standard mode of measurement, unless otherwise provided for elsewhere in this contract. The bidder or his agent may, at the time of measurement shall take such notes as he may require. All **authorized extra works**, omissions and all variations made without the knowledge, if subsequently sanctioned by him in writing shall be included in such measurements. The employer also reserves the right to verify any of the measurements of the bidder at any point of time before making the payment.

38. The bidder shall give notice of not less than ten clear days to the Bank's Engineer or his representative in charge of work before covering up or placing beyond the reach of

measurement and correct dimensions thereof be taken before the same is covered up or placed beyond reach of measurement. If any work were so covered up without the consent of the Bank's Engineer and his representative in charge of the work shall be uncovered at the bidder's expense, within the aforesaid period of 10 days. In case of failure to comply with this clause the item will not be measured and paid for.

**39. Completion Certificate:** The works shall not be considered as completed until the Bank's Engineer has certified in writing that they have been virtually completed and the defects liability period shall commence from such certified date of virtual completion of work.

40. Within 10 days of the completion of the work, the bidder shall give notice of such completion to the Bank's Engineer and within 45 days of the receipt of such notice, the Bank's Engineer shall inspect the work and if there is no defect in the work, shall furnish the bidder with a certificate of completion, otherwise a provisional certificate of completion indicating defects (a) to be rectified by the contractor and/or (b) for which payment be made at reduced rates shall be issued. But no certificate of completion, provisional or otherwise shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work was executed all scaffolding, surplus materials, rubbish, temporary shed been erected or constructed by the bidder(s) and cleared off the dirt from all work, doors, windows, walls, floors or other parts of any building, in, upon or about which the work was executed, or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Bank's Engineer.

41. If the bidder fails to comply with the requirements of this clause as to removal of scaffolding, surplus materials and debris as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, original or extended, the Employer, after issuing due notice, may at the expense of the bidder remove such scaffolding, surplus materials and debris etc. and dispose of the same as he thinks fit and clean off such dirt as aforesaid and the bidder shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except for any sum actually raised by the sale thereof. And the expenses incurred on account of site clearance may be recovered from any money due, or that may become due, to the bidder by the Employer.

42. If the bidder, within 10 days after receipt of written notice from the Banks Engineer, fails to comply with such further drawings/and or Bank's Engineer'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 bidder by the Employer on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due or to become due to the bidder.

43. The Employer shall have a right to cause a technical examination of the works and the final bill of the bidder including all supporting vouchers, abstracts etc. to be made at the time of payment of the final bill. If as a result of this examination or otherwise any sum is

found to have been overpaid or over-certified it shall be lawful for the Employer to recover the sum.

44.If for any reason, the Employer is obliged, by virtue of the provisions of the Workmen Compensation Act, to pay compensation(s) to workmen employed by the Bidder, in execution of the works, the Employer will recover from the Bidder, the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act, the Employer will 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 to the Bidder under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the provisions of the said Act, except on the written request of the Bidder and upon his giving to the Employer full security for all cost for which the Employer might become liable in consequence of contesting such claim.

**45. Abandonment of works:** If at any time after the acceptance of the tender the, Employer shall for any reasons whatsoever, not require the whole or any part of the works to be carried out, shall give notice in writing to the Bidder who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

**46.** Without prejudice to any of the rights of remedies under this Contract, if the Bidder dies, the Employer shall have the option of terminating the contract without compensation to the Bidder.

Place:

Signature of the Bidder:

Date:

Address of the Bidder:

## **SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Application**

These general conditions shall apply to the extent the provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP or Contract, the interpretation of the Bank shall be final and binding on the Bidders.

### **2. Relationship between the Parties**

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent between the 'Bank' and 'the Bidder'. The Bidder subject to this contract has complete charge of its personnel in discharging the services. The Bidder shall be fully responsible for the services performed by them or on their behalf

### **3. Standards of Performance**

The Bidder shall perform the services and carry out their obligations under the contract with due diligence, efficiency, and economy in accordance with generally accepted professional standards and practices. The Bidder shall always act in respect of any matter relating to this contract as a faithful advisor to the Bank. The Bidder shall always support and safeguard the legitimate interests of the Bank, in any dealings with the third party. The Bidder shall abide by the laws prevalent in the country. The Bidder shall conform to the standards laid down in the RFP in totality.

### **4. Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India.

### **5. Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the Bidder in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Bidder shall indemnify the Bank from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Bidder, the Bank shall be defended in the defense of any proceedings which may be brought in that connection.

### **6. Governing Language**

The Contract shall be written in English & Hindi Language. English version of the Contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

## **7. Performance Assessment**

This RFP is for appointment of bidder for DSITC Phytoid (Constructed Wetland) Grey Water Treatment Plant for College of Agricultural Banking, Reserve Bank of India Campus at University Road, Shivajinagar, Pune. If during execution of the Project, following problems were found or observed, then a penalty would be imposed for every such problem. A penalty of 1% of the amount to be paid (subject to maximum of 10%) may be imposed by the Bank, which will be the part of Project specific RFP and Terms of Reference:

- a) Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
- b) Delays in deliverables
- c) Not assigning adequate resources in time
- d) Not engaging resources on a dedicated basis, even when required
- e) Assigning resources that do not meet the clients' requirements
- f) Inadequate interaction with the client department.
- g) The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable. If the delay is beyond one week, then the Bank may rescind the Contract and shall be free to get it done from the Bidder who has scored the second highest score as per the techno-commercial evaluation at the rate quoted by the H1. The Bank may also debar the Bidder for applying in its future assignments.

## **8. Termination of contract by the Bank**

Termination of Contract by the Bank due to non-performance during the execution of Project

- ✦ Performance is below expected level
- ✦ Non-adherence to the timelines of the Project
- ✦ Quality of work is not satisfactory

## **9. Resolution of Disputes**

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

### *9.1 Amicable Settlement*

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of

Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause 9.2 of GCC shall become applicable.

#### *9.2 Resolution of Disputes*

In the case of a dispute arising between the Bank and the bidder, which has not been settled amicably, the Bidder can request the Bank to refer the dispute for Arbitration under Arbitration Act, 1996. Such disputes shall be referred to Arbitral Tribunal. The Indian Arbitration and Conciliation Act, 1996 shall apply to these arbitration proceedings. The venue of the Arbitration proceedings shall be at Pune in India and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Bank and the Bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

#### **10. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at Mumbai only.

#### **11. Payment Terms**

Bank will release the payment of the agreed Professional Fees to the selected Bidder after deduction of applicable taxes at source, for which contract will be executed by the Bank with the chosen / selected Bidder. The payments will be made on completion of the assignment. No advance payments will be made.

#### **12. Sexual Harassment of Women at Workplace**

- a. The Bidder shall establish an internal Policy on Prevention of Sexual Harassment in line with the provisions of the Sexual Harassment of Women at Work Place (Prevention, Prohibition and Redressal) Act, 2013 (“the Act”) and accordingly shall constitute an Internal Complaint Committee to comply with the provisions of the Act related to filing, disposing, hearing, taking necessary action, etc. with respect to complaints filed by any personnel falling within the ambit of “employee” under the Act.
- b. In case of any complaint of sexual harassment against its employee by the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Bidder and shall ensure taking proper action under the Act in respect to the said complaint.



- c. The Bidder shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Bidder.
- d. The Bidder shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

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

#### **14. Technology Transfer Agreement/Approvals**

The bidder shall arrange whatsoever technology transfer agreements/ approvals with entities/ organisations whatsoever required for execution of the work under consideration, if any.

#### **SECTION IV: TECHNICAL PROPOSAL (TP) - FORMATS**

1. The Bank invites proposals for DSITC PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA CAMPUS AT UNIVERSITY ROAD, SHIVAJINAGAR, PUNE

2. The selection of the bidder would be done based on techno-commercial evaluation by an evaluation committee.

#### **RESPONSE FORMATS**

The following are the response formats to be used by bidders to submit the Proposals:

<b>S. No</b>	<b>FORM</b>	<b>DETAILS</b>
1	Form I	<b>Proposal Form</b> Covering Letter for submitting proposals
2	Form II	<b>General Information</b>
3	Form III	<b>Technical Proposal</b>
4	Form IV	<b>Agreement</b>

## A. PROPOSAL FORM

The bidders are required to submit the covering letter in the Form I. This Form should be on the letter head of the bidders, who are submitting the proposal.

### FORM I: Covering Letter (on bidder's 's letterhead)

Date:

To

The Principal  
College of Agricultural Banking  
Reserve Bank of India  
University Road  
Pune- 411016

Dear Sir

**Subject: Proposal for Appointment of bidder for DSITC PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA CAMPUS AT UNIVERSITY ROAD, SHIVAJINAGAR, PUNE**

- a) Having examined and understood the instructions, terms and conditions of RFP, we, the undersigned, offer our proposal to undertake the assignment with the Reserve Bank of India, in full conformity with the said RFP.
- b) We have read the provisions of RFP and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- c) We agree to abide by this proposal, consisting of this letter, the technical proposal, the duly notarized written power of attorney, and all attachments, for a period of 90 days from the date fixed for submission of proposals as stipulated in the RFP and any modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.
- d) Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.
- e) We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- f) We understand you are not bound to accept any proposal you receive.

**Signature.....**

**In the capacity of..... Duly authorized to sign Proposal for  
And on behalf of.....**

**Date.....**

**Place.....**

**B. PROPOSAL FORMAT - GENERAL INFORMATION**

The bidders are required to submit their profiles in the following Form:

**Form II: General Information**

A. Eligibility (Please specify)

a. Firm/ Company

B. Name

C. Contact

a. Address

b. Telephone Number

c. Fax

d. Mobile

e. Email

f. Website

D. Locations and Addresses of office

a. Indian

b. Overseas

**Signature.....**

**In the capacity of..... Duly authorized to sign Proposal for  
And on behalf of.....**

**Date.....**

**Place.....**

**C. TECHNICAL PROPOSAL FORMATS**

The Bidders are required to submit their Technical Proposals in the following Form:

**Form III: Work Related Details**

The following types of information are sought from the Bidders:

**1) Proposed Methodology**

Proposed design, approach, methodology, tools for DSITC PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA CAMPUS AT UNIVERSITY ROAD, SHIVAJINAGAR, PUNE

**Signature.....**

**In the capacity of..... Duly authorised to sign Proposal for**

**And on behalf of.....**

**Date.....**

**Place.....**

**Form IV:**

**AGREEMENT**

**THIS AGREEMENT** is made on the ..... day of 2023 between the **Reserve Bank of India** (hereinafter called "**the Bank**") on one part and .....  
..... (Name of Bidder) (hereinafter called "the Bidder") on the other part:

**WHEREAS**

- a) The Bank is desirous that the Bidder should take up DSITC PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA CAMPUS AT UNIVERSITY ROAD, SHIVAJINAGAR, PUNE.
- b) The bidder, has represented to the Bank that it has the required professional skills personnel and technical resources and has agreed to provide the services on the terms and conditions set forth in this Agreement

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFP.
- 2. The following documents in relation with the RFP issued for selection of Bidder for DSITC PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA CAMPUS AT UNIVERSITY ROAD, SHIVAJINAGAR, PUNE shall be deemed to be formed, read and construed as part of this Agreement viz:
  - a) Invitation for Proposals
  - b) Instructions to Bidders
  - c) The General Conditions of Contract
  - d) All formats and documents submitted by Bidder during submission of Proposal
  - e) Notification of Award
  - f) The scope of work as described in the RFP
- 3. The agreement shall become effective from the date of its signing by the selected Bidder and the Bank.
- 4. The appointment of the bidder would be valid for one time exercise.
- 5. The bidder must provide professional, objective, and impartial advice and always hold the Bank's interest paramount, strictly avoid conflicts with other assignments / jobs, downstream

projects or their own corporate interests and act without any consideration for future work. The Bidder is also required to furnish a Statement of Non-Conflict along with their technical bids.

6. The mutual rights and obligations of the Bank and the bidder shall be as set forth in the Contract, in particular:

- a) the bidder shall carry out the services in accordance with the provisions of this Agreement and the RFP
- b) the Bank shall make payments to the bidder in accordance with the rates quoted as per the financial bid and provisions of this Agreement and the RFP, on successful completion of the services, to the satisfaction of the Bank.

7. The stamp duty in respect of the agreement as per the Maharashtra Stamp Act, 1958 shall be paid by Bidder.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the Reserve Bank of India [Authorized Representative]

For and on behalf of [Name of Bidder]

[Authorized Representative]

*[Note: If the Bidder consists of more than one entity, all these entities should appear as signatories]*

## **SECTION V: SCOPE OF WORK**

The scope of the assignment for “DSITC PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA CAMPUS AT UNIVERSITY ROAD, SHIVAJINAGAR, PUNE is described below:-

The Constructed Wetland system should be based on the specific plants, such as Elephant grass (*Pennisetumpurpurem*), Cattails (*Typha sp.*), Reeds (*Phragmitessp.*), Cannas pp. and Yellow flag iris (*Iris pseudocorus*), normally found in natural wetlands with filtration and treatment capability. Some ornamental as well as flowering plants species such as Golden Dhuranda, Bamboo, Nerium, Colosia, etc. can also be used for treatment as well as landscaping purposes.

The phytoid technology should be constructed in series and parallel modules / cells depending on the land availability and quantity of wastewater to be treated. The phytoid technology treatment is a subsurface flow type in which wastewater is applied to cell /system filled with porous media such as crushed bricks, gravel and stones. The hydraulics is maintained in such a manner that wastewater does not rise to the surface retaining a free board at the top of the filled media.

The system consists of the following three zones:-

- Inlet zone comprising of crushed bricks and different sizes of stones
- Treatment zone consisting of the same media as in inlet zone with plant species
- Outlet zone

The treated effluent would be used for gardening in the CAB Campus.



## **Annexure I: Instructions on Online Bid Submission**

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

### **Process of E-tender**

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 /their bids electronically. Electronic Bidding for submission of Technical/Financial Bid will be done over the Internet. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangements for bidding from a computer connected with Internet. RBI/MSTC is not responsible for making such arrangements. (Bids will not be recorded without Digital Signature).

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

Vendors are required to register themselves online with [www.mstcecommerce.com](http://www.mstcecommerce.com) → e-Procurement → PSU/Government Departments → 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 through email which has/have 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 Details of RBI and MSTC Ltd.**

#### **RBI**

Shri Kamal Kumar Batra  
Assistant General Manager  
Premises Section  
Mobile No.: +91-8209490528  
email: [kbatra@rbi.org.in](mailto:kbatra@rbi.org.in)

Shri Sudhansu Vikram  
Assistant Manager (Technical- Civil)  
Premises Section  
Mobile No.: +91-8209490528  
email: [sudhansuv@rbi.org.in](mailto:sudhansuv@rbi.org.in)

### **Contact person (MSTC Ltd)**

1. Centralized helpdesk for vendors: 033-234002020/23400021/23400022
2. Helpdesk at MSTC Mumbai for vendors:022-22886268/22822789
3. Shri Manas Mallick, Senior Manager (MSTC-WRO),  
Email: [manas@mstcindia.co.in](mailto:manas@mstcindia.co.in), Phone: 9831108435

B) System Requirement:

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

### **General Settings**

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

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

### **Other Settings**

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

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

The Technical/Financial Bids shall have to be submitted online at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi). Tenders will be opened electronically on specified date and time as given in the Tender.

All entries in the tender should be entered in online Technical & Price Bid Formats without any ambiguity.

### **Special Note towards Transaction Fee**

The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors must 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 receive a system generated mail

### **Transaction fee is non-refundable**

A vendor/bidder will not have the access to online e-tender without making the payment towards transaction fee. Such a transaction fee shall be non-refundable.

### **NOTE**

- a) Bidders are advised to remit the transaction fee well in advance before the closing time of the event to give themselves sufficient time to submit the bid.
- b) Information about tenders /corrigendum uploaded shall be sent by email to the bidders only during the process till finalization of tender. Hence the vendors must ensure that the corporate email id provided by them is valid and updated at the time of registration of vendor with MSTC.
- c) Vendors are also requested to ensure validity of their Digital Signature Certificate (DSC)
- d) E-tender cannot be accessed after the due date and time mentioned in the notice for this tender.

### **Bidding in e-tender**

- a) Vendor(s) must submit transaction fees to be eligible to bid online in the e tender. The process involves electronic bidding for submission of technical /financial bids.
- b) The vendor(s) who have submitted transaction fee can only submit their technical bid and financial bid through internet on the MSTC website.

[www.mstcecommerce.com](http://www.mstcecommerce.com) → e-procurement → PSU/Government Departments → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.

- c) The vendor should allow running JAVA application. This exercise must be done immediately after opening of Bid floor. Then they must fill up common terms/commercial specification and save the same. After that click on the technical bid. **If this application is not run, then the vendor will not be able to save/submit the technical bid.**

- d) After filling the technical bid, vendor should click 'save' for recording their technical bid. Once the same is done, the financial bid link becomes active and the same must be filled up and then vendor should click on "save" to record their Financial bid. Once the technical bid and financial bid have been saved, the vendor can click on the "Final submission" button to register their bids.
- e) Vendors are instructed to use "Attach Doc button" to upload the requisite documents. Multiple documents can be uploaded.
- f) In all cases, vendor should use their own ID and password along with digital signature at the time of submission of their bids.
- g) During the entire e-tender process, the vendors will remain completely anonymous to one another.
- h) The e-tender floor shall remain open from the pre-announced date and time and for such duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally binding on vendors. A bid offered by a vendor will be considered as a valid bid and acceptance of the same by the Bank will form a binding contract between RBI and the Vendor for execution of the job.
- j) It is mandatory that all the bids are submitted with DSC otherwise these will not be accepted by the system.
- k) RBI reserves the right to cancel, reject, accept, withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- l) No deviation from the terms and conditions of the tender document is acceptable.
- m) Submission of bid in the e-tender floor by any vendor confirms the acceptance of terms and conditions for the tender by him/her.

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

## **Important Instructions**

1. Bidders are instructed to use **Upload Documents** link in **My Menu** on MSTC website to upload documents in document library. Multiple documents can be uploaded. Maximum size of each document must not be more than 5 MB. Once the documents are uploaded in the library, bidders can attach them through **Attach Document** link against the tender. Please note that documents not attached to a tender, cannot be downloaded by HRMD, RBI. It will, thus, be deemed that the bidder has not submitted the documents. For further assistance follow the instructions under the bidder guide.
2. All notices and correspondence to the bidder(s) shall be sent by email only until the tender is finalized by Training and Development Division, HRMD, CO, RBI as well as by MSTC Ltd.  
Hence, the bidders are required to ensure that email addresses specified by them are valid and updated with MSTC Ltd. (i.e. service provider). Bidders are also requested to ensure validity of their DSC. A bidder should register for only one valid DSC.
3. RBI reserves the right to modify the RFP at any time prior to the deadline for submission of online tender. Please note that there is no provision to take out list of parties downloading the RFP/ tender document from the MSTC Ltd. web site mentioned in the RFP.
4. E-tender cannot be accessed after the due date and time mentioned in RFP.

### **5. Bidding in e-tender**

- a) Bidders should log into the MSTC portal in advance so as to ensure a timely bid submission. Responsibility for any delays shall lie with bidders.
- b) Bidder(s) are required to pay the necessary non-refundable transaction fees to MSTC Ltd. for participation in e-tendering process.
- c) The process involves electronic bidding for submission of technical as well as commercial bids.
- d) Only those bidder(s) who have paid the transaction fees can submit their technical and commercial bids through internet at MSTC Ltd. website  
[www.mstcecommerce.com](http://www.mstcecommerce.com) – e-procurement→ PSU/ Govt. Depts→ RBI Login→ My menu→ Auction Floor  
Manager→ live event→ Selection of live event→ Technical bid.

- e) Bidders should invariably use their own email ids and passwords along with digital signatures at the time of submission of their bids.
  - f) During the entire e-tender process, the bidders shall ensure strict anonymity.
  - g) The e-tender floor shall remain open for such duration as prescribed in this RFP.
  - h) All electronic bids submitted using valid DSC during the e-tender process shall be legally binding on the bidders. A bid made by a bidder and accepted by HRMD, CO, RBI shall form a binding contract between RBI and the bidder. The successful bidder shall be referred to as Bidder.
  - i) Bids submitted without DSC shall be rejected.
  - j) Bank reserves the right to cancel, reject, accept, withdraw, or extend tender in full or part as the case may be without assigning any reason therefor and without incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision.
  - k) No deviation from the terms and conditions of the tender document is acceptable. Submission of a bid is an implied acceptance of terms and conditions of the tender.
  - l) Unit of Measure (UOM) is indicated in the e-tender floor. Rate to be quoted should be in Indian Rupees as per UOM indicated in the e-tender floor/ tender document.
6. Selected bidder shall be governed in accordance with the terms and conditions of this tender document.
7. No deviation from the technical and commercial terms and conditions is allowed.
8. Online tender should be submitted strictly as per terms and conditions and procedures laid down on the website [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi) of MSTC Ltd.
9. Bidders must upload all documents required as per terms of RFP. Any other document so uploaded and not required under the RFP will not be considered.
10. Bids will be evaluated based on the filled-in technical and commercial formats.
11. Documents uploaded by the bidder(s) will be scrutinized. In case any information furnished by the bidder is found to be false during scrutiny, punitive action may be taken against such defaulting bidders.

## Technical Evaluation Matrix

S. No.	Criteria	Marks Eligible	Marks Awarded	Maximum Marks
1	<b>Average experience of the Bidder for the RFP</b>			20
	5-7 Years	5		
	7-10 Years	10		
	Above 10 Years	20		
2	<b>Number of Similar works executed by the bidder from January 01, 2017 to December 31, 2022</b>			20
	1 to 5	5		
	6 to 10	10		
	11 & above	20		
3	<b>Performance on Similar Works Executed</b>			20
	Good	5		
	Very Good	10		
	Outstanding	20		
4	<b>Detailed Written Plan on the Project by the Bidder</b>			40
	a. Overall Design of Project as per RFP Clauses	40		
		<b>100</b>		

## Format for supplying information for the purpose of technical evaluation

S. No.	Criteria	Information to be furnished by Bidder
1	<b>Average experience of the bidder for the assignment</b>	
2	<b>Number of Technical staff on the rolls of the Bidder identified for the assignment</b>	
3	<b>Number of Similar works executed by the Bidder during last 5 years ending December 31, 2022.</b>	
4	<b>Detailed Written Plan on subject RFP by the Bidder</b>  a. Overall Design of the project b. Design of stages of filtration for Constructed Wetlands	



**Commercial / Financial Quotation for Bidder  
(To be uploaded separately as Part-II)**

<b>Item</b>	<b>Amount in Rs.</b>
<b>Total Cost of Project inclusive of all expenses + applicable taxes</b>	<b>(Not for quote in Part-I)</b>

**N.B Vendors who quote price in the above table in Part-I of the tender will be considered disqualified.**

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF FIRM**

(Separate sheets to be submitted for each client)

**(To be uploaded on MSTC portal along with tender part-I)**

Name and address of the Client

Details of Works executed by Shri /M/s

1.	Name of work with brief particulars	
2.	Agreement No. and date	
3.	Agreement amount	
4.	Date of commencement of work	
5.	Stipulated date of completion	
6.	Actual date of completion	
7.	Details of penalty levied, if any for delay / deficiency in service. (indicate amount)	
8.	Gross amount of the work completed and paid	
9.	Name and address of the authority under whom works executed	
10.	Whether the firm employed qualified Engineer/Overseer during execution of work ?	
11.	i) Quality of work (indicate grading)	Outstanding / Very Good/ Good / Satisfactory / poor
	ii) Amt. of work paid on reduced rates, if any.	
12.	i) Did the firm go for arbitration?	

	ii) If yes, total amount of claim	
	iii) Total amount awarded	
13.	Comments on the capabilities of the firm.	
	a) Technical proficiency	Outstanding / Very Good/ Good / Satisfactory / poor
	b) Financial soundness	Outstanding / Very Good/ Good / Satisfactory / poor
	c) Mobilization of adequate T & P	Outstanding / Very Good/ Good / Satisfactory / poor
	d) Mobilization of manpower	Outstanding / Very Good/ Good / Satisfactory / poor
	e) General behavior	Outstanding / Very Good/ Good / Satisfactory / poor

Note: All columns should be filled in properly

“Countersigned”

Signature of the  
Reporting Officer with Office seal

**List of similar works**

(To be uploaded on MSTC portal with tender part-I along with documents as per eligibility condition)

Sr. Sl. No.	Name of client	year(s) of execution of work (s) awarded	Actual value of executed work(s)	Names and full contact details of the officers/ authorities/ departments under whom the work(s) was/were executed

**Date:**

**Place:**

**Signature and seal of Bidder**

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

(To be uploaded on MSTC portal along with tender part-I)

**Name of Work: DESIGN, SUPPLY, INSTALLATION, TESTING & COMMISSIONING (DSITC) PHYTORID (CONSTRUCTED WETLAND) GREY WATER TREATMENT PLANT FOR COLLEGE OF AGRICULTURAL BANKING, RESERVE BANK OF INDIA CAMPUS AT UNIVERSITY ROAD, SHIVAJINAGAR, PUNE**

This is to certify that to the best of our knowledge and information M/s./Shri..... having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of Rs..... (Rupees .....). This certificate is issued without any guarantee or responsibility on the Bank or any of the officers.

(Signature)  
For the Bank

**Note:**

1. Bankers' certificates should be on letter head of the Bank.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.