



**Reserve Bank of India  
Estate Department  
Belapur**

**Notice Inviting Tender (NIT)**

**A Name of the work:**

e-Tender in two parts (Part I & Part II) for Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with Camera at Bank's Main Office Building, RBI Belapur and DIT, Kharghar. The estimated cost of the work is Rs.9 Lakh.

**B Eligibility Criteria: As discussed in clause1 in Part I need to be fulfilled**

C	Important Information	
a.	Estimate cost of the work	Rs. 9.5 Lakh
b.	Bid security amount / EMD	Rs.19,000/- along with the Part I /Technical – Commercial Bid.
c.	Cost of the tender	NIL
d.	The Bid Security/EMD/ cost of the tender shall be paid through NEFT/RTGS. Account Name : Reserve Bank of India Belapur and DIT, Kharghar Account type : Current Account Account No : 186003001 IFSC Code : RBIS0KNPA01 (Please read 0 as zero)	Earnest Money Deposit of an amount Rs. 19,000/- in the form of Demand Draft, in favor of Reserve Bank of India, Belapur to be delivered in physical form at Estate Department Second floor, Reserve Bank of India, Plot No 3, H. H. Nirmala Devi Marg, CBD Belapur, Navi Mumbai – 400614 OR <b>Payment of 19,000/- (Rupees Nineteen thousand only) by NEFT to Beneficiary Name: RBI Belapur Beneficiary A/c No:186003001 IFSC: RBIS0NMPA01</b> Note: Kindly mention your name/ company name in the NEFT Transaction remarks.
e.	Date on which the Pre-Bid meeting is to be held for clarifying the written queries and further oral queries, if any, during the meeting	<b>Date: January 10, 2022 Time: 11:00 AM Place: RBI Belapur</b>
f.	Date by which all the issues raised whether by way of written queries and further oral queries in pre-bid meeting if any, are to be clarified by the Estate Department in writing and shall be uploaded on RBI website	<b>Date: January 13, 2022, 9.30 AM Place: RBI Belapur and DIT, Kharghar</b>
g.	Last date and time submission of the tender	<b>January 28, 2022 till 11:00 AM</b>

h.	Date and time opening of Part I of tender	<b>January 28, 2022 at 12:00 Noon</b>
i.	Date and time opening of Part II of tender	Will be intimated separately through email
j.	Commencement Date	10 <sup>th</sup> day from the issue of work order
k.	Completion period	02 months from the 10 <sup>th</sup> day from the issue of work order
l.	Retention money/security deposit	@ 10% of contract amount (total capital cost of system without buy back of old system) in form of Performance Bank Guarantee (PBG) for first 04 years.
m.	Liquidated Damages (penalty for not completion of work on time)	0.25% of the contact amount per week of delay beyond the stipulated period with an upper ceiling of 10% of the contract amount, may be levied.
n.	Validity of tender	90 days from the date of opening of Part I
o.	All disputes arising shall be subject to the jurisdiction	Belapur and DIT, Kharghar
p.	Address for dispatching the tender/bids	Chief General Manager, Reserve Bank of India, Estate Department, 10, HH N.D. Marg, CBD Belapur and DIT, Kharghar
q.	Contact id & address for communication in connection with this Tender	<b>Email: <a href="mailto:estatebelapur@rbi.org.in">estatebelapur@rbi.org.in</a></b> Reserve Bank of India, Belapur Estate Department, II Floor Plot No 3, H. H. Nirmala Devi Marg, CBD Belapur, Navi Mumbai – 400614

This Notice Inviting e-Tender (NIT) shall form part & parcel of the Tender. Hence, shall be signed and submitted along with the tender by the tenderers.

**Chief General Manager  
Reserve Bank of India,  
Belapur**



**Reserve Bank of India  
Estate Department  
Belapur**

**SCHEDULE OF TENDER (SOT)**

a. e-Tender No	RBI/Belapur/Estate/271/21-22/ET/363
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/eprichome/rbi">www.mstcecommerce.com/eprichome/rbi</a> )
c. Date of NIT available to parties to download	December 31, 2021
d. Pre-Bid meeting	Offline on January 10, 2022 at 11:00 AM Venue: Reserve Bank of India, Plot No.3, H.H. Nirmaladevi Marg, Sector 10, CBD, Belapur - 400614
ii) Tender Fees – (Nil)	
f. Last date of submission of EMD	January 28, 2022 till 11:00 AM
g. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at <a href="http://www.mstcecommerce.com/eprichome/rbi">www.mstcecommerce.com/eprichome/rbi</a>	December 31, 2021 from 16:00 PM
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	January 28, 2022 till 11:00 AM
i. 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	January 28, 2022 at 12:00 Noon
j. Transaction Fee	Rs.1,180/- inclusive of GST @ 18% <b>Payment of Transaction fee through MSTC payment gateway/NEFT/RTGS in favor of MSTC LIMITED</b>

**Part-I**



**Reserve Bank of India  
Estate Department  
Belapur**

**TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF MULTI  
ZONE (12 ZONES) DOOR FRAME METAL DETECTOR WITH CAMERA AT BANK'S  
MAIN OFFICE BUILDING, RBI BELAPUR AND DIT, KHARGHAR**

**Part I**

**e-Tender No. - RBI/Belapur/Estate/271/21-22/ET/363**

Name of the tenderer \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date of Pre-Bid Meeting: January 10, 2022 at 11:00 AM**

**Lat Date of Submission: January 28, 2022 till 11:00 AM**

**Date of Opening Part I: January 28, 2022 at 12:00 Noon**

### SCHEDULE OF TENDER (SOT)

a. e-Tender No.	<b>RBI/Belapur/Estate/271/21-22/ET/363</b>
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> )
c. Date of NIT available to parties to download	December 31, 2021
d. Pre-Bid meeting	Offline on January 10, 2022 at 11:00 AM Venue: Reserve Bank of India, Plot No.3, H.H. Nirmaladevi Marg, Sector 10, CBD, Belapur - 400614
ii) Tender Fees – (Nil)	
f. Last date of submission of EMD	January 28, 2022 till 11:00 AM
g. 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>	December 31, 2021 from 16:00 PM
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	January 28, 2022 till 11:00 AM
i. 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	January 28, 2022 at 12:00 Noon
j. Transaction Fee	Rs.1,180/- inclusive of GST @ 18% <b>Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favor of MSTC LIMITED</b>

## Annexure-1

### 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):**

- a. For Non-Technical Query: Krishna Kumar (Assistant Manager- Project): 97187-90260
- b. For Technical Query: Ashish Chourasia (Asst. Manager-Electrical): 82399-99157 ([achourasia@rbi.org.in](mailto:achourasia@rbi.org.in)) Chandan Patil (Junior En.- Electrical): 7021839769 ([chandanpatil@rbi.org.in](mailto:chandanpatil@rbi.org.in))

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

1. Mr. Sushil Nale, Asst. Manager – [sushil@mstcindia.co.in](mailto:sushil@mstcindia.co.in) Mobile-09987758430
2. Ms Archana, Asst. Manager- [archana@mstcindia.co.in](mailto:archana@mstcindia.co.in) Mobile- 09990673698
3. Ms. Rupali Pandey, Executive- [rpandey@mstcindia.co.in](mailto:rpandey@mstcindia.co.in) Ph- 022 22886268
4. 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)
5. Technical support staff – 022-22870471

#### **B) System Requirement:**

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

	<p>system. To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p>
	<p>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”.</p> <p>Other Settings:</p> <p>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”.</p> <p>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="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/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> 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><b>Transaction fee is non-refundable.</b> A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p><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>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
7.	<p><b>Bidding in e-tender:</b></p> <p>a) Vendor(s) need to submit necessary EMD, Tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. Tender fees and Transaction fees are nonrefundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p>

	<p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Govtdepts → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.</p> <p>d) 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>e) 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 be 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>f) Vendors are instructed to use <b>Attach Doc button</b> to upload documents. Multiple documents can be uploaded.</p> <p>g) 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>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>j) 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>k) 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>l) 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>m) 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>
8.	Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed
10.	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
11.	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize them with the system before bidding



**Reserve Bank of India  
Estate Department  
Belapur**

**Notice Inviting Tender (NIT)**

**A Name of the work: (e-Tender No.- RBI/Belapur/Estate/271/21-22/ET/363)**

e-Tender in two parts (Part I & Part II) for Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with Camera at Bank's Main Office Building, RBI Belapur and DIT, Kharghar. The estimated cost of the work is Rs.9 Lakh.

**B Eligibility Criteria: As discussed in clause1 in Part I need to be fulfilled**

<b>C</b>	<b>Important Information</b>	
a.	Estimate cost of the work	Rs. 9.5 Lakh
b.	Bid security amount / EMD	Rs. 19,000/- along with the Part I /Technical – Commercial Bid.
c.	Cost of the tender	NIL
d.	The Bid Security/EMD/ cost of the tender shall be paid through NEFT/RTGS.	Earnest Money Deposit of an amount Rs. 19,000/- in the form of Demand Draft, in favor of Reserve Bank of India, Belapur to be delivered in physical form at Estate Department Second floor, Reserve Bank of India, Plot No 3, H. H. Nirmala Devi Marg, CBD Belapur, Navi Mumbai – 400614 OR <b>Payment of 19,000/- (Rupees Nineteen thousand only) by NEFT to Beneficiary Name: RBI Belapur Beneficiary A/c No:186003001 IFSC: RBIS0NMPA01</b> Note: Kindly mention your name/ company name in the NEFT Transaction remarks. Also, please send the proof of EMD submission to <a href="mailto:estatebelapur@rbi.org.in">estatebelapur@rbi.org.in</a>
e.	Date on which the Pre-Bid meeting is to be held for clarifying the written queries and further oral queries, if any, during the meeting	<b>Date: January 10, 2022 Time: 11:00 AM Place: RBI Belapur</b>
f.	Date by which all the issues raised whether by way of written queries and further oral queries in pre-bid meeting if any, are to be clarified by the Estate Department in writing and shall be uploaded on RBI website	<b>Date: January 13, 2022, 9.30 AM Place: RBI Belapur and DIT, Kharghar</b>

g.	Last date and time submission of the tender	<b>January 28, 2022 till 11:00 AM</b>
h.	Date and time opening of Part I of tender	<b>January 28, 2022 at 12:00 Noon</b>
i.	Date and time opening of Part II of tender	Will be intimate separately through email
j.	Commencement Date	10 <sup>th</sup> day from the issue of work order
k.	Completion period	02 months from the 10 <sup>th</sup> day from the issue of work order
l.	Retention money/security deposit	@ 10% of contract amount (total capital cost of system without buy back of old system) in form of Performance Bank Guarantee (PBG) for first 04 years.
m.	Liquidated Damages (penalty for not completion of work on time)	0.25% of the contact amount per week of delay beyond the stipulated period with an upper ceiling of 10% of the contract amount, may be levied.
n.	Validity of tender	90 days from the date of opening of Part I
o.	All disputes arising shall be subject to the jurisdiction	Belapur and DIT, Kharghar
p.	Address for dispatching the tender/bids	Chief General Manager, Reserve Bank of India, Estate Department, 10, HH N.D. Marg, CBD Belapur and DIT, Kharghar
q.	Contact id & address for communication in connection with this Tender	<b>Email: <a href="mailto:estatebelapur@rbi.org.in">estatebelapur@rbi.org.in</a></b> Reserve Bank of India, Belapur Estate Department, II Floor Plot No 3, H. H. Nirmala Devi Marg, CBD Belapur, Navi Mumbai – 400614

This Notice Inviting e-Tender (NIT) shall form part & parcel of the Tender. Hence, shall be signed and submitted along with the tender by the tenderers.

**Chief General Manager  
Reserve Bank of India,  
Belapur**

**Section-I  
Form of Tender**

**Place:** .....

**Date:** .....

To,

**The Chief General Manager  
Reserve Bank of India,  
Belapur**

Madam/Sir

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender. We hereby offer to 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 accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities 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	Supply, Installation, Testing and Commissioning of 3 Nos. of Multi zone (12 zones) Door Frame Metal Detector with Camera at Bank's Main Office Building, RBI Belapur and DIT, Kharghar.
(b)	Estimated cost	Rs. 9.5 Lakh

(c)	Mode of payment	As per clause 3.13.
(d)	Earnest Money	Earnest Money Deposit of an amount Rs. 19,000/- in the form of Demand Draft, in favor of Reserve Bank of India, Belapur to be delivered in physical form at Estate Department Second floor, Reserve Bank of India, Plot No 3, H. H. Nirmala Devi Marg, CBD Belapur, Navi Mumbai – 400614 OR <b>Payment of 19,000/- (Rupees Nineteen thousand only) by NEFT to</b> <b>Beneficiary Name: RBI Belapur</b> <b>Beneficiary A/c No:186003001</b> <b>IFSC: RBIS0NMPA01</b> Note: Kindly mention your name/ company name in the NEFT Transaction remarks.
(e)	Time allowed for completion 10 <sup>th</sup> day from the issue of work order.	02 months

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

**Section II**  
**Articles of Agreement**

ARTICLES OF AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Belapur and DIT, Kharghar having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and (Hereinafter called "the Contractor") on the other part.

WHEREAS the Employer is desirous of **Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with camera (DFMD) at Main Office Building, Reserve bank of India, RBI Belapur and DIT, Kharghar** and has caused drawings and specifications describing the work to be done. AND WHEREAS the said Drawings from Numbers \_\_\_\_\_ to \_\_\_\_\_, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

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

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

In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work shown upon the said drawings and described in the said specifications and the schedule of quantities.

1.1 The Employer shall pay the Contractor the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions.

1.2 The term "Architect" in the said conditions shall mean CGM, Premises Department, Central Office, Reserve Bank of India and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

1.3 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.

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

1.5 This Contract is deemed to be item rate Contract for all items of work as described in detail in the bill of quantities and specifications in part I and Part II of the tender documents.

1.6 Comprehensive Annual Maintenance Contract (CAMC) after DLP period

**(a)** The contractor shall quote their charges separately for comprehensive annual maintenance service of complete system for 01 year as per schedule of quantities which will be applicable after one year of defect liability period (DLP). The rates shall also include GST, the charges for the insurance, EPF ESIC etc of the workmen for carrying out the above job

**(b)** The system shall be inspected, upkeep/serviced/cleaned periodically. The periodicity shall be quarterly or more depending upon the weather conditions.

**(c)** The charges for comprehensive annual maintenance service shall include

attending any number of breakdown calls, replacement of any part of the system, including all required spares, consumables etc. during service contract period. Any defects in the system/sub- assemblies, found within the AMC period, shall be rectified/ replaced by the contractor without any additional cost to the Bank.

**(d) Penalty for delay in rectification during CAMC:**

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 2 working days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, consider all the cost, including travel cost from the nearest service station. There will be a penalty of Rs. 250/- per day subject to maximum of 10% of the annual maintenance charges of the DFMD, if the defect in the system is not rectified within the period of 2 working days during the AMC period as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

**(e) Payment of service charges during comprehensive annual maintenance charges:**

The payment during the CAMC period shall be **made on half yearly basis** on rendering satisfactory services.

**(f)** The service contract shall be renewed for a further additional period of at least 2 years after the initial annual service contract period of one year after one-year warranty. While renewing the contract the new contract amount will be arrived at based on following formula:

$A_C = A_P [(15+60x(WPI_C/WPI_P)+25x(CPI_C/CPI_P))] / 100$	
$A_C$	The contract amount for the current year.
$A_P$	The contract amount for the previous year.
$WPI_C$	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year.
$WPI_P$	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year.
$CPI_C$	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
$CPI_P$	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

1.7 The Contractor shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc., after the completion of such works.

1.8 The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.

1.8.1 Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the day of issue of works order/letter of acceptance as provided for in the said conditions and to complete the entire work within 2 months subject nevertheless to the provisions for the extension of time.

1.8.2 All payments by the Employer under this Contract will be made only at Reserve Bank of India, Belapur and DIT, Kharghar.

1.8.3 All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Belapur and DIT, Kharghar and only courts Mumbai shall have jurisdiction to determine the same.

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



SIGNED AND DELIVERED by Reserve Bank of India, Belapur and DIT, Kharghar

\_\_\_\_\_

(Name and Designation)

In the presence of -

Witnesses –

1. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

If the party is a  
partnership firm  
or individual

SIGNED AND DELIVERED BY \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the presence of -

Witness -

1. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

Address

\_\_\_\_\_

THE COMMON SEAL OF \_\_\_\_\_

\_\_\_\_\_

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

In the presence of -

Witness –

1. \_\_\_\_\_

2. \_\_\_\_\_

If the Contractor  
signs under common  
the signature  
clause should tally  
with the sealing  
clause in the articles  
of association.

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

1. \_\_\_\_\_

2. \_\_\_\_\_

If the Contract is  
signed by the hand  
of power of attorney,  
whether a company or  
individual and duly constituted attorney.

SIGNED AND DELIVERED BY -  
the Contractor by the hand of  
Shri \_\_\_\_\_  
\_\_\_\_\_ an

### Section III

#### General Instructions to Tenderers and Special Conditions

##### 3.1 Commercial conditions:

3.1.1 Sealed tenders are invited for **Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with camera at Bank's Main Office Building, RBI Belapur and DIT, Kharghar** for an estimated cost of **Rs.9.5 Lakh** from eligible firms.

##### 3.1.2. Eligibility Criteria:

Tenders will be issued/downloaded to only those firms who meets the following requirements:

- Minimum yearly turnover of Rs. **9.5** Lakh and above during last 3 financial years supported by audited financial statements by certified auditor **AND**
- Minimum 5 years of experience in the field of undertaking similar works viz. Supply, Installation, Testing and Commissioning of Multi zone (9 zone and above) Door Frame Metal Detector as under. (as on March 31, 2021).

**AND**

- Completed works of Supply, Installation, Testing and Commissioning of Multi zone (9 zone and above) Door Frame Metal Detector 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

One work costing not less than the amount equal to 80% of the estimated cost. Above works should be done during last 5 years preceding the month of invitation of this tender.

**AND**

- Should have service setup in Mumbai, Navi Mumbai and Pune for rendering after sales service immediately upon call.

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

- Copies of detailed work order indicating scope and value of works.
- Completion certificate/client certificate for the qualifying works. Proof for TDS in

case the client is a private firm. List of completed works with all the details.

- Financial statement for turnover for last 3 years (duly audited balance sheet copies)

A Tender submitted by a firm who is found to be not satisfying the above criteria will be rejected. Copies of all the prequalification documents and copy of duly filled, signed and stamped Part I of the tender should be uploaded in MSTC portal.

### **3.2 Tender submission:**

a) Tenderers are advised to submit online bids on MSTC portal only. if any change/modification thereto is found subsequently, such tenders are liable for disqualification. However, if they desire to submit additional information, they may do so on their own letter head/paper. Each page of the forms shall be signed and returned.

b) On receipt of intimation from the Bank about 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.

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

### **3.5 Part I – Technical & Commercial**

3.5.1 Part I shall contain the un-priced tender consisting of complete technical specification including drawings, documents, commercial terms and conditions, technical aspects of the tender such as equipment data sheets, tests and inspection reports, makes of materials, technical description with drawings, requalification documents etc.

**The test and inspection report for the offered make and model of DFMD should be approved by any of the NABL accredited lab in India and should be uploaded with part 1 of the tender.**

Part I of the tender as submitted shall contain the following:

- a) Power of Attorney / authorization with the seal of the company/firm in the name of the person signing the tender documents.
- b) A letter from the OEM, authorizing the bidder to participate in the tender or authorized dealer certificate from OEM.
- c) **Detailed specifications** of each of the offered items matching with the specifications contained under this contract along with manufacturer's **catalogue / product brochure**. If there are some variations in specifications and dimensions of the equipment / products as contained under the manufacturer's catalogue / product brochures Vis-a Vis those given under the specifications contained under this tender document, the specifications and dimensions given in this tender document shall prevail.
- d) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while submitting the technical bid.
- e) The tenderer should have maintenance set-up at Mumbai, Navi Mumbai, Pune address & telephone / fax nos. of maintenance set-up shall be indicated.
- f) Technical data sheet as given under [Annexure- A](#) shall be filled up giving full information.
- g) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- h) Duly filled in and signed copies of client's reports (from clients in the attached format, for whom similar works is executed) and Banker's certificate in separately sealed envelopes.

3.5.2 The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering.

3.5.3 The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price

implications, the same should be considered and included in the quoted price.  
**A tender containing deviation from the commercial terms and conditions is liable for rejection.**

- 3.5.4 The tenderers shall submit full details of the patent, trade mark, registered design, copy rights, industrial property rights held by them or used by them of any third party about design or any part of the system.
- 3.5.5 All information, correspondence letters shall be addressed to, The Chief General Manager, Reserve Bank of India, Plot No.3, Sector 10, H.H. Nirmala Devi Marg, CBD, Belapur - 400614

### **3.6 Part II – Price bid**

Part II containing price bid in envelope, super scribing Part II – “Price bid”, supplied along with the tender.

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

quantity, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in figures and words, the rate quoted in words will only be considered for arriving at the total amount for that item.

### **3.8 Opening of Tender**

Part I of the tenders will be opened on **January 28, 2022 at 12:00 noon** in the presence of tenderers. Price bid (Part II) of only those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers. The tenderers are advised to remain present during the opening of Part I and Part II of the tenders.

### **3.9 Brief Scope of Work**

3.9.1 The scope of work shall include the following.

- Delivery of all equipment materials for the captioned work to Bank's premises at Reserve Bank of India, Belapur and DIT, Kharghar, Main Office Premises, Belapur and DIT, Kharghar including insurance, packing, handling, transporting, loading/unloading etc. at site.
- Installation, Testing and Commission of DFMD and handing over the system to Bank.
- Providing regular inspection and upkeep of system inclusive of periodic service etc.

3.9.2 The tenderer should indicate the complete description of the working of the system/sub systems and their power requirements with all relevant

Brochures/ literature etc. in addition to those called for in the Technical Specifications:

3.9.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications. All quoted rates should be inclusive of GST.

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

### **3.10 Validity of Tender**

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

### **3.11 Lowest Tender Not Necessarily to Be Accepted**

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

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

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

3.12.1 All tenderers shall deposit Earnest Money of Rs.19,000/- by NEFT in favor of Reserve Bank of India, payable at Belapur and DIT, Kharghar, DD from any Scheduled Bank. The Earnest Money Deposit (EMD) is also acceptable in the form of Bank Guarantee in the approved format. The EMD paid by the tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit. Under no circumstances. EMD of successful tenderer will be released after virtual completion of the work & Submission of Bank Guarantee of 10% of the contract value as Security as mentioned in clause No. 3.12.3 (b). EMD of unsuccessful bidders will be returned once the work is awarded to successful



bidder, without any interest.

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

### 3.12.3 Performance Bank Guarantee:

- a. After award of work, the successful tenderer shall furnish an amount equal to 10% (ten percent) of the contract value\* for the work in the form of Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per [Annexure H](#), valid till the date of virtual completion of the work. Bank has the right to invoke this Bank Guarantee towards compensating any loss to the Bank caused by the tenderer while executing the work.
- b. After completion of the works, the tenderer shall furnish an amount equal to 10% (ten percent) of the contract value\* for the work in the form of Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per [Annexure H](#) towards security deposit for the due fulfilment of the terms and obligations the DLP and CAMC contract. This BG for 10% contract value should be valid for a period of FOUR (04) years i.e. (one-year DLP plus three years AMC).

The Bank reserve the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of FOUR (04) years (One-year DLP and 03 years CAMC).

### 3.13 Terms of Payment

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

- 1) 65% of the quoted rates after receipt of the material at site and on submission of the following documents:

- (a) Manufacturer's Inspection and Test Certificates for the quoted model.
  - (b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.
  - (c) Policies of insurance as per tender conditions and submission of BG as per clause 3.12.3 (a).
- 2) Balance 35% of the quoted amount on the commissioning and handing over of the entire system and submission of BG as per clause 3.12.3 (b).

### **3.14 Taxes**

3.14.1 The prices quoted shall be deemed to have included all taxes, custom duty, excise duty, local levies, works contract tax, GST, service tax etc. imposed by Central/State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

### **3.15 Insurance**

The contractor shall, within 14 days from the date of issue of Work Order, 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 Reserve bank of India and the contractor (Name of RBI should be 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, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though

the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

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

- Storage, erection, testing and commissioning policy.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of 10 lakh and with a limit of 2 lakh per accident.

**Note:** These policies shall be valid till the completion of the work & in the joint name of RBI & the firm with RBI's name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.

### **3.16 Completion Period**

3.16.1 Time allowed for carrying out the work is **02 months**, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10<sup>th</sup> day of issue of work order.

#### **3.16.2 Damages for non-completion**

The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" @ **0.25%** of contract value per week for the period during which the said works shall so remain incomplete subject to a maximum **10%** of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

3.16.2 Bank will provide storage space within the compound of the building. However, the responsibility and safety of the materials stored will be with the contractor. No accommodation will be provided for any worker by the Bank.

**3.17.1 Warranty/ Defects Liability Period.**

(a) The entire system shall be warranted against any manufacturing/design/ installation defects etc. for a minimum period of one year. During this period any defect observed in the system shall be rectified within 02 working days of the observation without any additional cost to the Bank.

(b) Supply and replacement of all spares, consumables and parts required for smooth operation and serviceability of the system shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for immediate replacement of defective / damaged part during day-to-day routine maintenance / breakdown maintenance. Cost of these spares and any other spares which may be required during maintenance is deemed to be included in the rates quoted by the contractor. The periodicity of service shall be bi-monthly or more depending upon the weather conditions.

**(c) Penalty for delay in rectification of fault during DLP:**

There will be a penalty @ 0.25% of the cost of one DFMD unit per week subject to maximum of 10% of the cost of DFMD, if the defect in the system is not rectified within the period of 2 working days during the DLP period. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

**3.19. Comprehensive Annual Maintenance Contract (CAMC) after DLP period**

(a) The tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system for 01 year as per schedule of quantities which will be applicable after one year of defect liability period (DLP). The rates shall also include GST, the charges for the insurance, EPF ESIC etc of the workmen for carrying out the above job

(b) The system shall be inspected, upkeep/serviced/cleaned periodically. The periodicity shall be quarterly or more depending upon the weather conditions.

(c) The charges for comprehensive annual maintenance service shall include attending any number of breakdown calls, replacement of any part of the system, including all required spares, consumables etc. during service contract period. Any defects in the system/sub- assemblies, found within the AMC period, shall be replaced/rectified by the tenderer without any additional cost to the Bank.

**(d) Penalty for delay in rectification during CAMC:**

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 2 working days of receipt of intimation of the defect in the system. The quoted rates shall, therefore, consider all the cost, including travel cost from the nearest service station. There will be a penalty of Rs.250/- per day subject to maximum of 10% of the annual maintenance charges of the DFMD, if the defect in the system is not rectified within the period of 2 working days during the AMC period as stated above. Any penalty during the DLP shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

**(e) Payment of service charges during comprehensive annual maintenance charges:**

The payment during the CAMC period shall be **made on half yearly basis** on rendering satisfactory services.

(f) The service contract shall be renewed for a further additional period of at least 2 year after the initial annual service contact period of one year after one year warranty. While renewing the contract the new contract amount will be arrived at based on following formula:

$AC = AP [(15+60x(WPIc/WPIp)+25x(CPIc/CPIp))] / 100$	
AC	The contract amount for the current year.
AP	The contract amount for the previous year.
EPIc	Wholesale Price Index for Electrical Products 6 months prior to the Commencement date of contract for the current year.
EPIp	Wholesale Price Index for Electrical Products 6 months prior to the Commencement date of contract for the previous year.
CPIc	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current

CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous
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The successful tenderer shall enter into an agreement for comprehensive annual maintenance contract of the system with the Bank.

### **3.19 Packing and Dispatch**

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at Reserve Bank of India, The Mall, Belapur and DIT, Kharghar -208001

### **3.20 Signing of Contract Agreement**

- 3.20.1 The General instructions to the tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.
- 3.20.2 The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be sealed & signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.
- 3.20.3 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 3.20.4 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. This agreement will be valid for period of execution work as well as AMC period. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender

will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.

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

### **3.21 Sufficiency of Schedule of Quantities**

3.21.1 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.

3.21.2 The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and even be omitted thus altering the aggregate value of the contract.

### **3.22 Language**

The Tender including all labels in drawings, documents, catalogues etc. shall be in English.

### **3.23 Right to Accept Part Tender**

The Bank reserves the right to accept the tender either in whole or in part at the same prices quoted by the Tenderer.

### **3.24 Evaluation of Tender**

Tenders will be evaluated based on capital cost of the system and taking into account the effect of rates quoted for Comprehensive Annual Maintenance Contract (CAMC) for a period of 03 years after the expiry of one year of defect liability / guarantee period.

- Tendered offers shall be evaluated based on the Total Cost of Ownership (TCO) of owning DFMD having 4 years of useful service life. The said NPV shall comprise:

<b>S. No.</b>	<b>Description</b>	<b>Value</b>
1	Capital Cost of DFMD Systems	A
2.	Rate for Comprehensive Annual Maintenance Contract (CAMC) for 01 year	B
3.	Multiplying factor for arriving the present value of the future CAMC Payments with the following Assumptions. <ul style="list-style-type: none"> <li>• Discount factor: 8%</li> <li>• Escalation: 5%</li> <li>• Periodicity of CAMC Payment: Half yearly</li> <li>• Defect Liability Period: One year from Handing over of the system</li> <li>• Minimum Period of CAMC: 3 years</li> <li>• The Multiplying Factor (M.F) for working out NPV of AMC for 3 years after 01 years of DLP shall be <b>2.55.</b></li> </ul>	MF
4	Total rebate offered for buy back of old DFMDs	C

Therefore, the **TCO = A - C + (B x M.F)**

Note:

- The total cost of ownership (TCO) shall be worked out as above. Tenders will be evaluated mainly on the basis of **total cost of ownership** for the work. TCO is calculated for evaluating tender only and not for any kind of payments.

### **3.25 Drawings**

All required drawings for equipment lay out should be prepared by the tenderer and submitted to the Bank's engineer for approval before commencement of work.

### **3.26 Other Issues**

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

The tenderer is requested to examine the drawings, inspect the site of the work, and



acquaint himself with all local conditions, means of access to the work, nature of the work etc. before submission of tender.

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

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

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

**3.30** The successful tenderer is bound to carry out all items of work necessary for completion of the job even though such items are not included in the quantities and rates. Schedule of instruction in respect of such additional items and their quantities will be issued in writing by the Bank.

**3.31 Minimum wages to the workmen:** The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen.

**3.32** The contractor shall adhere to various provisions of the Contract Labor

(Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.

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

**3.34** Pre-Bid Meeting: A pre-tender briefing meeting of the intending tenderers will be held at 1100 hours on January 10, 2022 through WebEx or in Estate Department, 2<sup>nd</sup> Floor, Main Office Building, RBI, Belapur to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/ specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II)

**3.35 Force Majeure:**

The Tenderer 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 Tenderer and not involving the Tenderer'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 tenderer was the result of an event beyond his control or not. The decision of the Reserve Bank of India in this regard should be final and binding on the supplier and will not be open to question before any court / forum in any proceedings.

**3.36 Inspection of materials/work at site**

Before dispatching the equipment's to site, the equipment may be inspected by the Bank's engineer at the manufacturers' works and then cleared for shipment. The contractor shall offer to the inspector, at contractor's cost all reasonable

facilities as may be necessary for inspection and satisfying himself, that the equipment is being or have been manufactured in accordance with specifications laid down in the specifications attached to this tender document. All the expenditure for Bank's engineer visit and stay shall be borne by the Bank. The Bank's engineer shall inspect the materials at site also after delivery before the same is used in the work.

The Bank's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.

Witness

Signature of tenderer

Address

Address

Date

Date

### **Section (IV) : Safety Code**

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The 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 works that can not safely be done from ground.
4. No portable single ladder shall be over 8 meters in length, the width between the side rails not 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 maz Multi zone Door 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 the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one meter.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.
7. No floor, roof or other part of the structure shall be as over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should 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.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

## **FIRE SAFETY**

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

- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date:

Signature and seal of the contractor



received when in the ordinary course of post, it would have been delivered.

f) "Act of Insolvency" Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act, or the provincial insolvency Act or any Act amending such original Act.

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

h) "The works" shall mean Tender for Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with camera at Bank's Main Office Building, Belapur and DIT, Kharghar



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 regarding":

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 hereof.

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

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

3. The Contract shall be executed in triplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy each for his use.

The contractor shall prepare the line diagram, system configuration drawing and Lay out plan of the site for carrying out the work. Before the issue of the final certificate to the Contractor he shall submit to the Bank's Engineer all Drawings and Specifications.

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

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

The Contractor shall indemnify the employer against all claims in respect of patent rights, and shall defend all actions arising from such claims and shall himself pay all royalties, license fees, damages cost and charges of all and every

Sort that may be legally incurred in respect thereof.

6. **Setting out of work**: The contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions levels, dimensions and alignment of all parts thereof. If at any time any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.
7. **Materials and Workmanship to conform to description**: All materials and workmanship shall so far as procurable be of the respective kinds described in the Schedule of Quantities and/or specifications and in accordance with the contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.
8. **Contractor's superintendence and representative on the works**: The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
9. **Dismissal of workmen**: The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

10. **Access to works**: The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

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

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

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

13. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in

Writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, accordingly.

14. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 17 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.
15. **Sufficiency of Schedule of Quantities**: The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the schedule of rates and prices which rates and prices shall cover all his obligations under the contract, and all matters and things necessary for the proper completion of the works.
16. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

Should the Contractor not attend or neglect or omit to send such agent then the measurement taken by the Bank's Engineer or a person approved by him

shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications.

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

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

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

(ii) Rates for all items, wherever possible should be derived out of the rates given in the priced Schedule of Quantities.

(b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub- clause(c) hereof.

(c) Where the extra works are not of similar character and/or quoted under similar conditions as aforesaid or where the omissions vary the

conditions under which any remaining items of works are carried out or if the amount of any omissions or additions relative the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

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

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

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

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

20. **Defects after virtual completion** : Any defect, shrinkage, settlement or other fault which may appear within the "Defects Liability Period" stated in the Appendix hereto, or, if none stated them within twelve months after the virtual completion of the works, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage settlements or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work



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

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

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

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
- (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

(c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

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

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

as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

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

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The 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 Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the

Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

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

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising or 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, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insured until the virtual completion of 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.

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 he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the bank may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
27. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
28. **Delay and extension of time**: If in the opinion of the Employer the works be delayed(a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (I) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written

notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

29. **Contractor's failure to comply with Employers instruction**: If the Contractor after receipt of written notice from the Employer requiring compliance within 10 days fails to comply with such further drawings and/or Bank's instructions the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Employer as a debt or may be deducted by him from any moneys due to the Contractor.

30. **Termination of Contract by the Employer**: If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions of the court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

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

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

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

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

(i) Has abandoned the Contract, or

(ii) Has failed to commence the works, or has without any lawful excuse under

these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or

- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

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

31. **Termination of Contract by Contractor**: If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped 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 of the Contract.

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

32. **Certificates and Payments**: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage



of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 and 36 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

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

34. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2 (a, b), 4, 5, 14, 20 (a, b, c, d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and

review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).

35. **Settlement of disputes by Arbitration**: All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without appeal as stated in Clause 33 hereof. But if either the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

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

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

**Right of technical scrutiny of final bill**

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

**Employer entitled to cover compensation paid to workman**

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

**Abandonment of works**

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

**Return of surplus materials**

39. Notwithstanding anything to the contrary contained in any or all the clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Bank having due regard to the conditions of the materials, the price to be determined not be exceed the purchase price thereof inclusive of sales tax, octroi

and other such levies paid by the Contractor in respect thereof, in the event of breach of the aforesaid condition, the Contractor shall in addition to being liable to action for contravention of the terms of licenses or permit and/or criminal breach of trust, be liable to Employer for all moneys, advantages or profits resulting or which in the usual course would have resulted to his by reason of such breach.

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

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

**41. Non-Disclosure Clause**

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

**Miscellaneous Clauses**

**The Sexual Harassment of women at work place:**

The Contractor / Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013.

a. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to the complaint.

b. 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.

c. The contractor shall be responsible for any monetary Compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.

d. The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

Place:

Date :

Seal and Signature of Tenderer

**Appendix**

**The condition Herein before Referred To**

1.	Defects Liability Period	One year from the date of Virtual Completion of work
2.	Period of Final Measurement	3 months
3.	Date of Commencement	10 <sup>th</sup> day from the date of issue of work order
4.	Date of Completion	Date of virtual completion certificate.
5.	Rate of liquidated damages for non- completion of work.	<b>0.25% of contract value</b> per week of delay subject to a maximum of 10% of the contract value.
6.	Interest for delayed payment	3% per annum
7.	Completion period	02 months from 10th day of date of issue of work order
8.	EMD	Rs. 19,000/- to be submitted along with tender document. Tenders without EMD will be rejected.

Seal & signature of Contractor

## SECTION VI

### Commercial Conditions

#### Check List

**Supply, Installation, Testing and Commissioning of Multi zone (12 zones)  
Door Frame Metal Detector with camera (DFMD) for Bank's Main Office  
Premises at RBI, Belapur and DIT, Kharghar**

<b>Sr. No.</b>	<b>Description</b>	<b>Bank's Terms and conditions</b>	<b>Acceptance of Bank's terms and conditions</b>
1	Validity	90 days from opening of tender part-I	
2	EMD	Rs. 19,000.00 to be submitted along with tender document.	
3	Terms of payment	As per applicable clause in Part I of the tender	
4	Technical specifications	As per specifications in Part I of the tender	
5	DLP	One year from date of virtual completion.	
6	Service after sales during AMC	Quoted rates shall include the cost of repairs/ maintenance including replacement of any material / assembly / equipment / spares / labor if found necessary and bi-monthly visit.	
7	Completion period	02 months from 10th day of letter of award of work.	
8	Liquidated damages	<b>0.25% of contract value</b> per week of delay subject to a maximum of 10% of the contract value (excluding buy back and AMC values).	



**@ Note: The firm must submit the test and inspection report for the quoted make & model approved by any of the NABL accredited Lab in India.**

Place

Date

Seal & Signature of Contractor

## Section – VII Technical Specifications

### Technical specifications of DFMD / Scope of the work:

Back Ground: The Bank, wants to install new DFMDs with multi zone (12 Zone) with camera facility at its Main Office Building, RBI, Belapur and DIT, Kharghar

#### Required details

#### DFMD should:

1. Be Microprocessor controller based, working of 230 VAC, 50 Hz supply with a tolerance of +/-10% and +/-2% in supply voltage and frequency respectively, with auto tuning and auto setting features. The system should also have a minimum inbuilt power backup of minimum 04 hours.
2. Thermal Screening facility of manual changing the temperature through a specific range for COVID-19 monitoring.
3. Be digitally controlled working on Pulse Induction technology and comprise of multi loop search coils working on very low frequencies.
4. Have at least 12 overlapping equidistant zone detection. Zone Display on Side Panel of the frame along the length. Sensitivities of each of these zones should be individually controllable.
5. Must be CE certified and a certificate should also be obtained to ensure safety of wearers of pace makers and pregnant women and no effect to magnetic media.
6. Be Weather proof and should not be affected by heavily reinforced floors/rooftop/walls /external RF transmission and EMI. The system should be free from all forms of interference from external signal coming from walkie-talkie or mobiles etc.
7. Be user friendly self-testing diagnostics to identify faulty condition.
8. Operate in -5°C to 55°C and humidity up to 95%
9. Give alarm for audio & visual and having alphanumeric display.
10. Detect all type of metals viz: Ferrous, Non-Ferrous, Metal Alloys, Copper, Zinc, Brass, Mild Steel, Aluminum, Gun Metal etc. detection at correct zone levels without interference/false identification of adjacent zones.
11. Be Compatible with PC & LAN (TCP/IP) and should be able connect to the Security Personal's PC. Additional wiring/ software cost incurred (if any) shall be included in Contractor's scope of work and no separate payment is to be made for the same.

11. Alarm counter and should have separate indicator panel should display total in and out count of person, low battery, System health, sensitivity etc.
12. Operation and control and Display panel should be password protected, easy programmable/ monitoring with minimum 4 line\* 40 characters LCD /LED Display, Auto Tuning/calibration, Security level adjustment, alarm volume adjustment, Automatic display of failure code on LCD/LED.
13. The control unit should have option of reloading of factory default setting by one touch button at the DFMD.
14. Have a minimum net passage clearance of 75 cm wide and 200 cm height. **The height of DFMD should be adjustable as per site requirement. (Contractor is advised to visit the site to understand site conditions before quoting).** The size of the DFMD should give passage clearance to wheel chair for Divyangs.
15. The DFMD should have two (02 No's) Pin hole Camera (not less than one MP) **inbuilt** (in and out cameras) OR cube cameras (not less than one MP) fixed suitably on DFMD frame (in and out cameras) & real time storage. Cube camera/ IP camera not less than 01 MP is also permitted.
16. The DFMD should have microcontroller based with standalone NVR/ DVR with minimum 1 TB capacity for 30 days of video storage capacity (HDD)+ Monitor inbuilt control unit & walk stop indicator with ABS coated panel. infrared sensor and minimum 05 digits for IN/Out counter
17. The camera supplied with the DFMD should be capable of recording video. (PC will be provided by the bank for integration/viewing Purpose.)

**ANNEXURE- 'A'**

**A. SCHEDULE OF TECHNICAL INFORMATION TO BE FURNISHED BY CONTRACTOR**

System Specification required to be filled by the bidders and also submit the catalogue and leaflet of their product.	
Make:	Model:
<b>Description</b>	<b>Data of the equipment proposed by the bidder</b>
Technology used in DFMD	
No. of Zones & Receiver System	
Operational frequency	
Sensitivity range	
Zone sensitivity & adjustment	
Type of Metal Detection	
Alarm signal (Audio/ Visual)	
Display type (LCD/Alphanumeric)	
False alarm rate	
Dimensions (Height x Width x Depth in mm) & Weight(Kg)	
Interference Suppression Of radio/ environment signals	
People Capacity/Through put rate	
Power Supply required and battery backup	
How to Calibrate system	
Safety features	
Self-Diagnostics facility	
Ambient Operating Temperature	
Ambient Operating Humidity	
Control Panel specification	
Network connectivity	

Construction (type of material	
Details of camera	
Any other details of the product if required:	
We have a service setup for after sale service at _____	
Particulars	To be filled by Bidder
Name of the service set up establishment	
Address:	
Name of the contact person	
Telephone	
Mobile	
Fax number	
Number / strength of technicians deputed at service setup	
Availability of the Spares at Service Centre:	
Bidder must state categorically whether 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.	
Bidder must state categorically whether or not his offer conforms to the specifications given in Section VII,. Bidder is free to quote better version or to add any better configuration in line with technical specification of Section VII.	

**Date**

**Contractor Signature with Company Seal**

**FORMAT FOR UNDERTAKING FOR PRODUCT & MAINTENANCE SUPPORT**

(To be submitted by  
the tenderer)

**NAME OF WORK: Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with camera at Bank's Main Office Premises, RBI, Belapur and DIT, Kharghar**

Pursuant to a contract awarded by Reserve Bank of India for the full scope of work as contained under the tender document for the above mentioned work or part thereof, we ..... (*full name of the firm with address*), hereby undertake the complete responsibility for providing full product support and maintenance support for the entire period of the designed life of the equipment so supplied and installed by us, promptly and expeditiously.

Further, in case any of the component(s), materials or parts used in the system so provided goes out of production, then we will make available the blue prints, drawings of the spare parts and specifications of materials at no cost to the RBI, as and when required in connection with the equipment to enable the RBI to procure spare parts from other sources.

Thanking You

Yours faithfully,

(Signature of the Contractor / Firm with Company's Seal)

**Annexure "C"**

**Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit**

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

This deed of guarantee made this \_\_\_\_\_ day of \_\_\_\_\_ two thousand \_\_\_\_\_ between \_\_\_\_\_ (Name of Banker) having its registered office at \_\_\_\_\_ (place) and one of its local offices at \_\_\_\_\_ (hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

a) WHEREAS \_\_\_\_\_ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ is bound to deposit with the Bank by way of earnest money INR \_\_\_\_\_ (INR \_\_\_\_\_ only) in connection with its Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with Camera at Bank's Main Office Building, Belapur and DIT, Kharghar and the specifications and terms and conditions enclosed therein.

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

**NOW THIS WITNESSETH:**

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and

conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with Camera at Bank's Main Office Building ,RBI Belapur and DIT, Kharghar-208001. The Banks' decision in this regard shall be final and binding.

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

SIGNED AND DELIVERED  
For and on behalf of above named Bank.

For and on behalf of  
(Banker's Name and Seal)

Branch Manager  
(Banker's seal)



**Annexure 'D'**

**UTR Transection Details For EMD**

<b>S.No</b>	<b>Requirements</b>	<b>Details To be filled by tenderer</b>
1	Name of the vendor	
2	Name of the Bank	
3	Account No.	
4	IFSC	
5	UTR details	
6	Date of Payment	

**Name & Signature of Tenderer**

Date: \_\_\_\_\_

Place: \_\_\_\_\_

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

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & 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 compensation levied for delay (indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/  
Good/Satisfactory/poor  
ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration?  
ii) If yes, total amount of claim  
iii) Total amount awarded
- 13 Comments on the capabilities of the contractor.  
a) Technical proficiency Outstanding/Very Good/  
Good/Satisfactory/poor  
b) Financial soundness Outstanding/Very Good/  
Good/Satisfactory/poor

- |                                 |  |
|---------------------------------|--|
| c) Mobilization of adequate T&P | Outstanding/Very Good/<br>Good/Satisfactory/poor |
| d) Mobilization of manpower     | Outstanding/Very Good/<br>Good/Satisfactory/poor |
| e) General behaviour            | Outstanding/Very Good/<br>Good/Satisfactory/poor |

Note : All columns should be filled in properly

\* countersigned” by Reporting Officer\* with Office seal.

\*Officer of the rank of executive engineer/Superintending Engineer or equivalent in charge of the equipment installation.

**Note: Client's report issued by private organization shall be accompanied by TDS Certificates.** (Reports must be submitted in sealed cover addressed to The Regional Director, Reserve Bank of India, Estate Department, RBI Belapur and DIT, Kharghar)

**Reserve Bank of India  
Estate Department  
Belapur**

**UNPRICED BILL OF QUANTITY**

**Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with Camera at Bank's Main Office Building, RBI Belapur and DIT, Kharghar.**

S. No	Description of the Item	Qty	Unit
1	Supply, Installation, Testing and Commissioning of Multi zone (12 zone) Door Frame Metal Detector with camera satisfying all technical specifications given under Section VII of the tender.	03	No
	Total capital cost (A)		
2.	<b>Annual Maintenance Service charges inclusive of GST</b> (payable on half yearly basis on rendering satisfactory service) valid for 1 year of AMC after completion of one year of Defect Liability Period.	03	Per Annum
	Total value of AMC (B)		
3	Rebate for taking away for the existing make Door Frame Metal Detector including accessories after commissioning and stabilization of the new system. The tenderer may visit the site and inspect the system before quoting the rate.	03	No
	Total rebate offered (C.)		

Evaluation of tender as per clause 3.24 of tender Part- I

**Name & Signature of Tenderer**

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**Annexure 'G'**

**Bankers Detail**

**The details of our bankers are as below.**

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

**ANNEXURE- H**

**Proforma of Performance Bank Guarantee**

The Chief General Manager,  
Reserve Bank of India  
Estate Department,  
Belapur

Dear Sir,

**Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with camera at Bank's Main Office building, RBI, Belapur and DIT, Kharghar.**

**WHEREAS**

The Reserve Bank of India, having its Main Office at Shahid Bhagat Singh Marg, Mumbai, and an office at Belapur and DIT, Kharghar (hereinafter called the 'Employer') has invited tenders for the work Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with camera at Bank's Main Office building, RBI, Belapur and DIT, Kharghar-208001 (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Bank Guarantee.

1. M/s \_\_\_\_\_, (hereinafter called as Tenderer), who are our constituents intend 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 Rs . \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

**NOW THIS GUARANTEE WITNESSETH**

1. We \_\_\_\_\_ (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 Rs. \_\_\_\_\_ (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 Rs.\_\_\_\_\_-/(Rupees \_\_\_\_\_ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs . \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the 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 Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force up to \_\_\_\_\_ 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 that date 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 our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of \_\_\_\_\_ Bank.

Authorized official.

(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).

**Bank's Seal.**

**Name & Signature of Tenderer**

Date: \_\_\_\_\_

Place: \_\_\_\_\_



UNDERTAKING

**Regarding site visit by the tenderer to understand the work**

To,

The Chief General Manager,  
Reserve Bank of India  
Estate Department,  
Belapur

Dear Sir,

**NAME OF WORK: "Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with camera at Bank's Main Office building, RBI Belapur and DIT, Kharghar**

We, \_\_\_\_\_, the tenderer for the above work confirms that we have visited the site and understood the proper details of the existing system, working presently and the scope of work for the proposed system. We are ready to supply, install, test commission and, maintain the system as per the requirements laid down in Part I of the tender.

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

## Annexure J

### **FORMAT OF BANKERS' CERTIFICATE**

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
  
3. Turnover of the firm for the last 3 financial years (year wise).
4. 2019-2020
5. 2019-2018
6. 2018-2017
7. Credit facility/ Overdraft facility enjoyed by the firm.
8. Dealings: Satisfactory/unsatisfactory
9. The period from which the firm has been banking with your bank.
10. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.9 Lakh - Yes/No

(Signature) For the Bank Note:

Bankers' certificates should be on letter head of the Bank.

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



**Reserve Bank of India  
Estate Department  
Belapur**

**TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF MULTI  
ZONE (12 ZONES) DOOR FRAME METAL DETECTOR WITH CAMERA AT BANK'S  
MAIN OFFICE BUILDING, RBI BELAPUR AND DIT, KHARGHAR**

**Part II  
(Price – Bid)**

**e-Tender No. - RBI/Belapur/Estate/271/21-22/ET/363**

Name of the tenderer \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Date of Pre-Bid Meeting: December 1, 2021 at 11:00 AM**

**Date of Submission: December 10, 2021 till 11:00 AM**

**Date of Opening Part I: December 10, 2021 at 12:00 Noon**

<b>Reserve Bank of India</b> <b>Estate Department</b> <b>Belapur</b>
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**Supply, Installation, Testing and Commissioning of Multi zone (12 zones) Door Frame Metal Detector with Camera at Bank's Main Office Building, RBI Belapur and DIT, Kharghar.**

S. No	Description of the Item	Qty	Unit	Rate	Amount (in Rs.)
1	Supply, Installation, Testing and Commissioning of Multi zone (12 zone) Door Frame Metal Detector with camera satisfying all technical specifications given under Section VII of the tender.	03	No		
	Total capital cost (A)				
2.	<b>Annual Maintenance Service charges inclusive of GST</b> (payable on half yearly basis on rendering satisfactory service) valid for 1 year of AMC after completion of one year of Defect Liability Period.	03	Per Annum		
	Total value of AMC (B)				
3	Rebate for taking away for the existing make Door Frame Metal Detector including accessories after commissioning and stabilization of the new system. The tenderer may visit the site and inspect the system before quoting the rate.	03	No		
	Total rebate offered (C.)				

Evaluation of tender as per clause 3.24 of tender Part- I

**Name & Signature of Tenderer**

Date: \_\_\_\_\_

Place: \_\_\_\_\_