



**Reserve Bank of India
Estate Department
Kanpur**

Notice Inviting Tender

Reserve Bank of India, Kanpur invites **E-Tender Partwise (in Part-I & Part-II) for “Supply, Installation, Testing and Commissioning (SITC) of X-ray Baggage Scanner System for Bank’s Office Building at RBI Kanpur”**. The tendering would be done through the e-Tendering portal of MSTC Ltd. (<http://mstcecommerce.com/eprochome/rbi>). All interested companies/agencies/firms specialized in the field of SITC of Solar Power Plants must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

a) E-Tender No	RBI/Kanpur/Estate/61/22-23/ET/113
b) Estimated cost	Rs. 24.19 Lakh
c) Mode of Tender	e-Procurement System Online (Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
d) Date of NIT available to parties to download	June 03, 2022
e) Pre-Bid meeting	Offline at 11:00 AM on June 13, 2022 Venue: Reserve Bank of India, 2nd Floor Estate Department, Mall Road, Kanpur.
f) 1) EMD through DD//NEFT or Banker’s Cheque issued by a Scheduled Bank and intimate/forward the transaction details (UTR number OR scanned copies (in PDF) of DD) to estatekanpur@rbi.org.in and upload on www.mstcecommerce.com/eprochome/rbi	Rs. 48,380/- by NEFT in our A/c No. 186003001, IFSC RBIS0KNPA01 (where ‘0’ represents zero) or DD in favour of Reserve Bank of India Payable at RBI Kanpur or Bank Guarantee in the given format from any scheduled Bank.
2) Tender Fees	NIL
g) Last date of submission of EMD.	June 24, 2022 till 01:00 PM
h) Date of Starting of e-Tender for submission of on-line Techno-Commercial Bid and price Bid at e-Tendering portal of MSTC (http://mstcecommerce.com/eprochome/rbi).	June 03, 2022 18:00 PM onwards

i) Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	June 24, 2022 till 01:00 PM
j) Date & time of opening of Part-I (i.e. Techno-Commercial Bid):- And Part-II (Price Bid) Date of opening of Part II shall be informed separately.	June 24, 2022 at 03:00 PM
k) Transaction Fee (To be submitted separately by the vendors to MSTC vide MSTC E-Payment Gateway for participating in the E-Tender)	As charged by MSTC Ltd.

Intending tenderers shall pay as earnest money a sum of Rs. 48,380/- by way of NEFT to Reserve Bank of India, Kanpur or by a Demand Draft in favour of Reserve Bank of India payable at Kanpur or Bank guarantee issued by a Scheduled Bank.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. Tenders without EMD will not be accepted under any circumstances.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

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

**Regional Director
Reserve Bank of India
Kanpur**



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA

Reserve Bank of India invites **E-Tender for Supply, installation, testing and commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Kanpur**. The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process. The Schedule of e-Tender is as follows:

E-Tender No	RBI/Kanpur/Estate/61/22-23/ET/113
Estimated cost	Rs.24.19 Lakh
Mode of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. Date of NIT available to parties to download	June 03, 2022 from 18:00 Hrs onwards
d. Pre-Bid meeting	Offline: 11.00 Hrs on June 13, 2022 Venue: Reserve Bank of India, 2 nd Floor Estate Department, Mall Road, Kanpur
e. i) EMD through DD/Bank Guarantee/NEFT and intimate/forward the transaction details (UTR number OR scanned copies (in PDF) of DD / Bank Guarantee) to estatekanpur@rbi.org.in and upload www.mstcecommerce.com/eprochome/rbi	48,380/- by NEFT paid through NEFT/ Net banking only to in our A/c No. 186003001, IFSC RBIS0KNPA01 to Reserve Bank of India Kanpur or by a Demand Draft in favour of Reserve Bank of India payable at Kanpur or by a Bank Guarantee from any scheduled Bank as per Annexure I .
ii) Tender Fees	NIL
f. Last date of submission of EMD.	June 24, 2022 Up to 13.00 Hrs
g. Date of Starting of e-Tender for submission of on-line Techno-Commercial Bid and Price Bid at RBI Kanpur www.mstcecommerce.com/eprochome/rbi	June 03, 2022 from 18:00 Hrs onwards
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	June 24, 2022 Up to 13.00 Hrs
i. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price	June 24, 2022 From 15.00 Hrs onwards

Bid: Date of opening of Part II i.e. price bid shall be informed separately	
j. Transaction Fee [Non-Refundable] (To be submitted separately by the vendors to MSTC vide MSTC E-Payment Gateway for participating in the E-Tender)	As displayed on MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

Intending tenderers shall pay as earnest money a sum of Rs. 48,380/- by way of NEFT to Reserve Bank of India, Kanpur or by a Demand Draft or in favour of Reserve Bank of India payable at Kanpur OR Bank guarantee from any scheduled bank in the given format.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. Tenders without EMD will not be accepted under any circumstances.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

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

**Regional Director,
Reserve Bank of India
Kanpur**



भारतीय रिज़र्व बैंक
RESERVE BANK OF INDIA

E-Tender for Supply, installation, testing and commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Kanpur.

RBI/Kanpur/Estate/61/22-23/113

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
KANPUR**

Part I / Techno- commercial bid Document

SCHEDULE OF TENDER (SOT)

E-Tender No	RBI/Kanpur/ Estate /61/22-23/ET/113
a. Estimated cost	Rs. 24.19 Lakhs
b. Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. Date of NIT available to parties to download	June 03, 2022 from 18:00 Hrs onwards
d. Pre-Bid meeting	Offline: 11.00 Hrs on June 13, 2022 Venue: Reserve Bank of India, 2 nd Floor Estate Department, Mall Road, Kanpur
e i) EMD through DD/Bank Guarantee/NEFT and intimate/forward the transaction details (UTR number OR scanned copies (in PDF) of DD / Bank Guarantee) to estatekanpur@rbi.org.in and upload www.mstcecommerce.com/eprochome/rbi	Rs. 48,380/- by NEFT paid through NEFT/Net banking only to in our A/c No. 186003001, IFSC RBIS0KNPA01 to Reserve Bank of India Kanpur. Please mention UTR transaction details while applying in the given format Annex -VII .
ii) Tender Fees	NIL
f. Last date of submission of EMD	June 24, 2022 Up to 13.00 Hrs
g. Date of Starting of e-Tender for submission of on-line Techno-Commercial Bid and price Bid at RBI Kanpur www.mstcecommerce.com/eprochome/rbi	June 03, 2022 from 18:00 Hrs onwards
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	June 24, 2022 Up to 13.00 Hrs
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	June 24, 2022 From 15.00 Hrs onwards
j. Transaction Fee [Non-Refundable] (To be submitted separately by the vendors to MSTC vide MSTC E-Payment Gateway for participating in the E-Tender)	As displayed on MSTC payment gateway /NEFT/RTGS in favour of MSTC LIMITED

Intending tenderers shall pay as earnest money a sum of Rs. 48,380/- - by way of NEFT to Reserve Bank of India, Kanpur or by a Demand Draft in favour of Reserve Bank of India payable at Kanpur or Bank guarantee from scheduled bank in given format.

Date: _____

Name & Signature of Tenderer with stamp

Place: _____

Contact/Mob. No.

1.1 GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

E-Tenders are invited for Supply, Installation, Testing and Commissioning (SITC) of X-Ray Baggage Scanner System for Bank's office building at Kanpur. The work is estimated to cost Rs. 24.19 lakh and is to be completed within 03 months from the 10th day of date of issue of work order.

Only those firms who fulfill the following pre-qualification criteria are eligible to tender:

Eligibility Criteria:

- (i) The firm should be either Original Equipment Manufacturer (OEM) of the X-Ray Baggage Scanner System to be offered or a Joint Venture with the OEM of the X-Ray Baggage Scanner System to be offered or an authorized dealer of the OEM of the X-Ray Baggage Scanner System to be offered.
And
- (ii) Minimum 3 years of experience in the field of undertaking similar works viz. SITC of X-Ray Baggage Scanner System for large office buildings / commercial Estate / industrial houses (as on May 31, 2022)
And
- (ii) Have executed successfully similar works (Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System) on or after May 31, 2019 individually costing as under:
 - a) Three works each costing not less than 40 % of the estimated cost OR
 - b) Two works each costing not less than 50 % of the estimated cost OR
 - c) One work costing not less than 80 % of the estimated cost,And
- (iv) Have a minimum yearly turnover of 100 % of the estimated cost during the last 3 financial years
And
- v) Should furnish Banker's certificate issued by the Applicant's banker specifically for the purpose of the work, for an amount equal or greater than the estimated cost of the work. ([Annexure IV](#))
And
- (vi) Have a service set up in Kanpur/Lucknow/**National Capital Region (NCR)** for rendering after sales service.
- (vii) **Towards proof for similar works bidders have to submit work orders and work completion certificate issued by the client. In case the client is a private firm proof for TDS also has to be submitted. Bidders have to upload proof for all the eligibility criterion mentioned above in MSTC portal along with Part I of the tender.** After scrutiny, if any of the contractors are not found to possess the required eligibility, their tenders will not be accepted by the Bank for further processing. Tenderers shall upload duly filled and signed part of the tender and other prequalification documents in MSTC portal.
- (viii) The Bank may obtain reports on the past performance of the tenderer from their clients. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients report are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender and his sealed cover containing Part-II of the tender shall be returned back to him as it is. The Bank is not bound to assign any reason for doing so.

- (ix) The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The bank also reserves the right to reject all the tenders without assigning any reason therefore.

Only those tenderers who qualify as above will be eligible to tender for the work. A Tender submitted by a firm which is found to be not satisfying any of the above criteria will be liable for rejection.

1.2 Important Information

a	Estimate cost of the work	Rs 24.19 Lakh
b	EMD through DD/Bank Guarantee/NEFT and intimate/forward the transaction details (UTR number OR scanned copies (in PDF) of DD / Bank Guarantee) to estatekanpur@rbi.org.in and upload in www.mstcecommerce.com/eprochome/rbi	Rs. 48,380/- by NEFT paid through NEFT/ Net banking only to in our A/c No. 186003001, IFSC RBIS0KNPA01 to Reserve Bank of India Kanpur. Please mention UTR transection details while applying in the given format (see Annexure- VII)
c	Performance Bank Guarantee (PBG):	Successful bidder shall submit Performance Bank Guarantee before commencement of work for an amount equal to 5% of the contract value valid till date of completion of work from any scheduled bank for due fulfillment of the contractual obligations by the contractor. (see Annexure- II)
d	Tender documents can be downloaded from	www.mstcecommerce.com/eprochome/rbi
e	Date and place of Pre-bid meeting	Offline: 11.00 Hrs on June 13, 2022 Venue: Reserve Bank of India, 2 nd Floor Estate Department, Mall Road, Kanpur
f	Last date of submission of completed Bid	June 24, 2022 Up to 13.00 Hrs
g	Date & time of opening of Part I (Techno-Commercial Bids)	June 24, 2022 From 15.00 Hrs onwards
h	Date & time of opening of Part-II (Financial Bids)	Shall be intimated to all Tenderers later after scrutiny of Techno – Commercial bids
i	Commencement Date	As specified in the work order /Tender/NIT
j	Payment condition	Refer clause 3.30
k	Validity of the tender	90 days from the date of opening of Techno – Commercial bid
l	All disputes arising shall be subject to the jurisdiction	Kanpur
m	Address for uploading the tender/bids	www.mstcecommerce.com/eprochome/rbi
n	Contact person for communication in Connection with this TENDER.	Shri Nithin J Sebastian, Assistant Manager (Tech -Electrical) 9995054991, Email: nithinjsebastian@rbi.org.in Shri Apoorv Singh Sachan (JE-E) 8424058450, apoorvsachan@rbi.org.in

Intending tenderers shall pay as earnest money a sum of Rs. 48,380/- by way of NEFT to Reserve Bank of India, Kanpur or by a Demand Draft in favour of Reserve Bank of India payable at Kanpur.

Name & Signature of Tenderer

Date: _____

Contact/Mob. No.

Section-(I)
Important instructions for E-procurement

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

1.	<p>Process of E-Tender:</p> <p>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).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/rbi</p> <p>1).Vendors are required to register themselves online with 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.</p> <p>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).</p> <p>Contact person (RBI Kanpur): Mukesh Pandey (Manager): 0512- 2304119 (mukeshpandey@rbi.org.in)</p> <p>Contact person (MSTC Ltd):</p> <ol style="list-style-type: none"> 1. Mr Rohit Kr Singh, Assistant Manager, 0522-4244702 2. Mr Nitin Anand, Manager, 0522-4240445 <p>B) System Requirement:</p> <ol style="list-style-type: none"> i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system. <p>To disable "Protected Mode" for DSC to appear in The signer box following settings may be applied.</p>
	<p>Tools => Internet Options => Security => Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning "Enable Protected Mode".</p> <p>Other Settings: Tools => Internet Options => General => Click On Settings under "browsing history/ Delete Browsing History" => Temporary Internet Files => Activate "Every time I Visit the Webpage".</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 www.mstcecommerce.com once)
2.	The Techno-commercial Bid and the Price Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbj . Tenders will be opened electronically on specified date and time as given in the Tender.
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p>Special Note towards Transaction fee: The vendors shall pay the transaction fee using "Transaction Fee Payment" Link under "My Menu" in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC's designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.</p> <p>Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5.	Information about e-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).
6.	E-tender cannot be accessed after the due date and time mentioned in NIT.
7.	<p>Bidding in e-tender:</p> <ol style="list-style-type: none"> 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 non refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority. The process involves Electronic Bidding for submission of Technical and Commercial Bid. The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Govtdepts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event. 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

	<p>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 filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid & 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 Attach Doc button 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 & 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.</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 & 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 www.mstcecommerce.com/eprchome to familiarize them with the system before bidding. For technical assistance, MSTC officials may be contacted at 05224244702/05224240445 well in advance and bidders are advised to avoid any last minute rush. In case of any technical assistance required from MSTC, Bidders must contact MSTC at least one day prior before the e-tender closing day and get all their queries resolved.

Section- (II)

Instructions to Tenderers

- 2.1 Reserve Bank of India, Estate Department, **Kanpur** invite online e-tenders on www.mstcecommerce.com/eprochome/rbi in two parts from the eligible tenderers as mentioned at clause 1.1. Eligible Tenderers to submit a Part I (Techno-commercial bid) and Part II (Financial bid) online.
- 2.2 **E-TENDER Document:**
- 2.2.1 TENDER shall consist of documents (Part I & Part II). Part I contains techno-commercial conditions (all sections and annexures) along with any schedules, addendum or corrigendum etc. issued by Reserve Bank of India for the purpose. Part II contains only financial bid. E-Tender Document / Notice Inviting Tender may be downloaded from www.mstcecommerce.com/eprochome/rbi
- 2.2.2 Tenderers are advised to study the E-TENDER documents thoroughly.
- Submission of e-tender shall be deemed to have been done after careful study and examination of the e-tender documents with full understanding of its implications.
- 2.3 **Obtaining of TENDER documents:**
- (a) The E-Tender Document / Notice Inviting Tender may be downloaded from www.mstcecommerce.com/eprochome/rbi
- (b) Interested parties, if they so desire, may contact the Estate Department Officials on the phone /fax/e-mail indicated in Clause no. 1.2 (n) for further any clarification.
- 2.4 **Pre-bid Meeting**
- Reserve Bank of India shall conduct pre-bid meeting(s) at the time and venue mentioned in clause 1.2(e) of Notice Inviting Bid, to answer any queries / provide clarifications that the Tenderers may have in connection with the Project and to give them relevant information regarding the same.
- 2.5 **Amendment to E-TENDER Document**
- 2.5.1 At any time prior to the deadline for the submission of Bids, Reserve Bank of India may, for any reason, whether at its own initiative or in response to a clarification or query raised by a prospective Tenderer, modify the E-TENDER by an amendment and same will be uploaded in the form of Corrigendum on www.mstcecommerce.com/eprochome/rbi for information of prospective bidders.
- 2.5.2 In order to afford prospective Tenderers reasonable time for preparing their Bids after taking into account such amendments, the Reserve Bank of India may, at its discretion, extend the deadline for the submission of Bids.

2.6 Preparation of Tender

2.6.1 Part I / Techno – Commercial bid

- (i) All Sections and Annexures are the part of Technical – Commercial bid. All the sections and annexures must be signed by the Tenderers.
- (ii) Tenderer must fill all the details specified in different section and attached the leaflet /necessary documents/brochure of product etc.
- (iii) EMD shall be part of Technical – Commercial bid the amount of EMD is indicated in clause 1.2(b)
- (iv) Tenderers must submit all documents for prequalification criteria and other documents as stated in the tender by uploading scanned copy of all documents on www.mstcecommerce.com/eprochome/rbi

2.6.2 Part II /Financial Bid:

- (i) **Currency of Bid:** Bid prices shall be quoted in Indian Rupees only. These prices should include all costs associated with the work including any out of pocket / mobilization expenses, tools, uniforms of worker, all other logistic as mentioned in the tender, all taxes (**Inclusive of GST**), charges, levies, cess, insurance, transportation, entry taxes,) Labour, other Govt Taxes, Minimum wages of Central Government and EPF / ESI contribution, etc. **as applicable as per rules.**
 - (ii) The price should be quoted strictly in line with the price schedule leaving no column blank whatsoever to avoid any ambiguity.
 - (iii) The tenderer should ensure that all columns of the price schedule may be duly filled and no column is left blank. After opening of the Part II/Financial Bid, no clarifications whatsoever shall be entertained by the RBI.
 - (iv) If any columns of the price schedule are found blank than the tender of the respective Tenderers shall be treated as non-responsive, and will be summarily rejected by the RBI and further EMD shall be forfeited. However, Bank may also take the review in this matter as per Tender Clause, If required.
- 2.6.3 It will be imperative on each tenderer to fully acquaint himself with all the local conditions and factors, which would have any effect on the performance of the contract and cost of the items. No request for the change of price or time schedule of delivery of items shall be entertained, on account of any local condition or factor once the offer is accepted by the Tenderers.

2.7 Period of Validity of Bids

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

2.8 Earnest Money Deposit (EMD) / Bid security :

2.8.1 The Tenderer shall provide EMD of Rs.48,380/- through NEFT to “Reserve Bank of India, Kanpur” by credit to A/c No. 186003001 and IFSC- RBIS0KNPA01

2.8.2 The Bid Security shall be in form of a NEFT. No interest on Bid Security/EMD shall be paid.

2.8.3 Bids not accompanied by EMD, shall be treated as non-responsive, and will be summarily rejected by the RBI.

2.8.4 The EMD of unsuccessful Bidders shall be discharged/returned by RBI after award of work to successful bidder.

2.8.5 EMD of the Successful Bidder shall be returned to the Bidder after completion of the work and after submission of Bank Guarantee as per tender clause 3.6, without interest.

2.9 The EMD shall be forfeited in the following circumstances:

(i) Made misleading or false representations in the forms, statements and attachments submitted, suppressed any material information, details of any legal proceedings pending in the court which might otherwise would have created any impact on the eligibility criteria; or

(ii) Tenderer left blank the column of the Part II /Financial Bid or submitted multiple financial bids. or

(iii) if a Tenderer withdraws his Bid during the period of Bid Validity, or

(iv) The Tenderer has been blacklisted by any government agency, PSU and the blacklisting is still in force. or

(v) In the case of the Successful Tenderer, if he fails to complete the work within the prescribed time limit.

(vi) 100% EMD shall be refunded to unsuccessful bidders after issuance of work order to successful bidder;

(vii) 100% EMD shall be refunded to successful bidder after completion of the work and after depositing Performance Bank Guarantee mentioned at 3.6.

2.10 Procedure for Submission of Bids

2.10.1 Techno – Commercial Bid/Part I consist of following items

- (a) Part I/ Techno – Commercial Bid (all sections and annexures) (**Part I / Techno – Commercial bid and name of work as mentioned in clause of 1.1**)” Please note that prices should not be indicated in the Part I/ Techno – Commercial Bid. Techno-Commercial bid may be submitted on www.mstcecommerce.com/eprochome/rbi.
- (b) Documentary proof of Pre-qualification must be uploaded online on www.mstcecommerce.com/eprochome/rbi
- (c) **The payment details of EMD shall be attached.**

2.10.2 **Part II /Financial Bid**

Part II /Financial Bid “(**Part II /Financial Bid and name of the work as mentioned in clause of 1.1**)” may be submitted on www.mstcecommerce.com/eprochome/rbi

2.11 No conditional/optional quote shall be accepted.

2.12 Tenderers shall not be permitted to alter or modify their bids after receipt of Bids. Those who have downloaded the tender is required to submit the eligibility criteria.

2.13 **Receipt of E-Tenders**

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

2.14 **Opening of Part I**

The Technical – Commercial bids will be opened on the scheduled time and date as referred to in **clause 1.2(g)** at Estate Department, RBI Kanpur. The Tenderers or their authorized representatives may be present, if they so desire.

2.15 **Scrutiny of Part I**

2.15.1 The Part I shall be evaluated as per the procedure indicated in special condition of contract.

2.15.2 After evaluation of the Part I, the short-listed Tenderers will be intimated by emails to all the e-Tenderers. The decision of the Bank on Part I shall be final and shall not be open for discussion.

2.16 **Opening of Part II /Financial Bid**

The Part II of the short-listed Tenderers will be opened later and such short-listed Tenderers will be intimated about the date and time accordingly. The short-listed Tenderers or their authorized representatives may present, if they so desire.

2.17 **Scrutiny of Part II**

The Part II shall be evaluated as per the procedure indicated in special condition of contract. Accordingly, Lowest tenderer (L1) shall be declared.

2.18 Bank has Right to vary quantities at the time of placing Order/signing of Contract.

2.19 **Bank's right to accept any Bid and to reject any or all Bids**

Notwithstanding anything mentioned above, RBI reserves the right to accept or reject any Bid at any time prior to award of Contract without thereby incurring any liability to the affected Tenderer or Tenderers. The Bank shall not assign any reason for rejection of any or all Bids.

RBI reserves the right to cancel/annul the selection process, at any stage prior to the award of the Contract on account of the following:

- (a) In case no Bid is received.
- (b) Occurrence of any event due to which it is not possible to proceed with the selection process.
- (c) An evidence of a possible collaboration/mischief on part of Tenderers, manipulating the competition and transparency of the selection process, any other reason, which in the opinion of the Bank necessitates the cancellation of the selection process.
- (d) On occurrence of any such event, RBI shall notify all the Tenderers within 7 days or any reasonable time of such decision. RBI shall also promptly return the Bid Security submitted by the Tenderers within 15 days or any reasonable time of issue of such notice. RBI is not obligated to provide any reason or clarification to any tenderer on this account. Liability of the RBI under this clause is restricted to returning the Bid Security and no other reimbursements of costs/ expenses of any type shall be made by the Bank on this account.
- (e) The Bank further reserves the right to re-tender the process or get the work done by a Government agency or Quasi Government agency if the Bank is of the opinion that the bids received are not economically or otherwise feasible or not acceptable due to reasons in sub clauses (a) to (d) above.
- (f) The Bank discourages the stipulation of any additional conditions by the tenderer.

2.20 **Disputes:**

2.20.1 **Settlement of Disputes by Arbitration**

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final. But if either the Contractor be dissatisfied on any

matter the Contractor may within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree sole 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 presiding arbitrator or umpire. The arbitrator or arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition or notice, save in regard to the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The arbitrator or arbitrators, as the case may be, shall make his or their award within the period specified under the Arbitration and Conciliation Act, 1996, from the date of entering upon 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. The arbitration proceedings including the fees of arbitral tribunal shall be governed by the provisions of Arbitration and Conciliation Act, 1996 and the rules made thereunder. The venue of arbitration shall be RBI, Kanpur.

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

2.20.2 All disputes arising shall be subject to the exclusive jurisdiction of competent court at Kanpur.

2.20.3 The contractor shall submit a Bar Chart for completion of the work within the contractual completion period from the tenth day of letter of intent. Such chart shall include all activities like the date of supply of material at site, item wise completion of work etc., and obtain the approval of the Bank.

Place: (Signature of the tenderer with stamp)

Date: (Name)

SECTION (II)

FORMAT FOR ARTICLES OF AGREEMENT (for successful tenderer)

(On the Rs.100/- stamp paper)

ARTICLES OF AGREEMENT made the _____ day of _____

Between the Reserve Bank of India, Kanpur having its Central Office at Mumbai (hereinafter called "the Bank") of the one part and _____ (hereinafter called "the Tenderer") on the other part.

Whereas the Bank is desirous of **E-Tender for Supply, installation, testing and commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Kanpur** and as per Request for Proposal.

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

NOW IT IS HEREBY AGREED AS FOLLOWS –

- 1 In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Bidder shall, upon and subject to the said conditions, execute and complete the work shown and described in the said specifications and the schedule of quantities.
- 2 The Employer shall pay the Bidder the said Contract amount or such other sum as shall become payable at the times and in the manner specified in the said conditions
- 3 The said Conditions and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.
- 4 The specification, agreement and documents mentioned herein shall form the basis of this Contract.
- 5 This Contract is deemed to be -
“E-Tender for Supply, installation, testing and commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Kanpur”

- 6 The Bidder shall afford every reasonable facility for carrying out of all works relating to civil works, electrical installations, fittings and other ancillary works in the manner laid down in the said conditions, and shall make good any damages done to walls, floors, etc, after the completion of such works.
- 7 The Employer reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out at any time during the currency of Contract, without prejudice to this Contract.
- 8 Time shall be considered as the essence factor of this Contract and the Bidder hereby agrees to commence the work from the 10th day of issue of work order/letter of acceptance as provided for in the said conditions and to complete the entire work within 90 Days subject nevertheless to the provisions for the extension of time.
- 9 All payments by the Employer under this Contract will be made only at Reserve Bank of India, Kanpur
- 10 The equipments supplied shall be guaranteed against all types of defects for at least a period of one year from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer free of cost. During this period, servicing at not less than FOUR servicing and attending to ANY NUMBER of breakdown calls, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center.

The tenderers shall also quote their charges separately for comprehensive Annual maintenance service contract (CAMC) after the expiry of the guarantee period as per the scope. This rate for the service contract shall be valid for a period of 1 year after expiry of guarantee period and payment shall be made on half yearly basis on rendering satisfactory service.

The CAMC contract rate shall take into account the cost of all the spares, all materials including Conveyer belt etc, Man power and their insurance, including travel cost from the nearest service station etc. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	48 hours	Rs.2500/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	Rs.500/- per day

This Comprehensive Annual Maintenance Contract shall be renewed for an additional period of at least 8 years after the initial contract period valid till the end of two years (one year defect liability period and the one year initial contract period). While renewing the contract the new contract amount will be arrived at based on following formula.

$$AC = AP \{10 + 65 \times (EPIC/EPIP) + 25 \times (CPIC/CPIP)\} \times 1/100$$

AC The contract amount for the current year
AP The contract amount for the previous year

EPIC Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year

EPIP Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the previous year

CPIC Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPIP Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

- 11** All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen in Kanpur and only courts in Kanpur shall have jurisdiction to determine the same.
- 12** a. Within 10 days from the date of completion of the works, the tenderers shall furnish an amount equal to 20% (twenty percent) of the contract value* for the work in the form of Performance Bank Guarantee (PBG) from any scheduled Bank in the form prescribed by the Bank as per [Annexure II](#), towards security deposit for the due fulfilment of the terms and obligations the DLP and CAMC contract. This PBG for 20% contract value should be initially valid for a period of FIVE(5) years i.e. (one year DLP plus four years AMC). In case of any delay in submission of the PBG, penalty will be deducted from the bills of the contractor at Bank rate.
- b. After Completion of five years (one year DLP and four years AMC), the Bank Guarantee submitted above shall be further extended / renewed for a reduced amount equal to 10% (ten percent) of the contract value for due fulfilment of the contract conditions for a further period of five(5) years thereafter. The Renewed Bank Guarantee should be submitted at least thirty days before expiry of above referred BG of 20 % amount. In case of

failure on the part of firm to submit the renewed BG, initial 20 % BG will be invoked without any notice to the firm.

- c. 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 TEN (10) years (One year DLP and 9 years CAMC).

13 The several parts of this Contract have been read by the Bidder and fully understood by the Bidder.

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

Signature Clause :

SIGNED AND DELIVERED by the hand of

Shri _____ in the presence of

(1) _____ (Name & Address)

(2) _____ -(Name & Address)

Witness

SIGNED AND DELIVERED by the

Shri _____ in the presence of

If the party is a partnership firm or individual

(1) _____ (Name & Address)

(2) _____ -(Name & Address)

Witness

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-

(1) _____

If the Bidder signs under common seal the signature presence of - clause should tally with the

(2)_____

sealing clause in the
articles of association

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

(1)_____

(2)_____

SIGNED AND DELIVERED BY the Bidder by the hand of
Shri_____and duly constituted attorney.

If the Contract is
signed by the hand of
power of attorney,
Whether a company
or an individual

SECTION- (III)

Section III: Special Condition of the contract

3.1.1 Part I (Techno – Commercial Bid) :

The Bank would examine and evaluate responsive Techno – Commercial Bids (Part I), as per the Bank's requirement. All the qualified Tenderers are liable for opening of Part II/ Financial Bid.

3.1.2 Part II (Financial Bid) :

- (a) Part II /Financial Bid will be evaluated on the basis of total cost of the contract. Lowest among the tenderers will be called L1 tenderer. Bank may ask justification/details of the quoted price. However, tenders who are not in consonance with Minimum Wages Act and / or any other Labour laws (Contract Labour (Regulation & Abolition) act 1970) will be treated as invalid.
- (b) If, in the price structure quoted by a tenderer, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless RBI feels that the tenderer has made a mistake in placing the decimal point in the unit price, in which case the total price as quoted shall prevail over the unit price and the unit price corrected accordingly.
- (c) If there is an error in a total price, which has been worked out through addition and / or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- (d) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail, subject to sub clause 'b' and 'c' above.
- (e) In case of any item rate are not filled / found blank. Bank shall take highest quoted rates among the Tenderers for evaluation for such item rates. However, lowest quoted rates shall be payable to tenderer for such item, in case the tenderer is declared L1 tenderer.
- (f) If there is any arithmetical error in totaling of individual items, the correct total shall be computed by the Owner and the same shall govern.

3.1.3 Execution of agreement/contract:

On receipt of intimation from the Bank of the acceptance of his tender, the successful tenderer shall be bound to sign the formal contract within fourteen days thereof. The cost of requisite stamp paper for execution of the agreement shall be borne by the tenderer. The format of article of agreement is provided at Section-II, however, the Bank incorporate additional terms and conditions in the agreement. If the contractor selected fails to sign the formal agreement within specified period or fails to undertake the work, the letter of intent shall be treated as cancelled.

3.1.4 Validity of contract:

The contract will be valid up to 10 years from date of completion of the work.

3.1.5 Termination for Default

3.1.6 During the period of agreement, the contract may be terminated by Reserve Bank of India, Kanpur

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

3.1.7 On termination of the Contract for default, action will be taken to debar the Tenderer from participating in any tender or award of work in the Bank.

3.1.8 In such a situation the Contractor shall not be entitled for any compensation.

3.2 Termination for Insolvency:

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

3.3 Termination of Contracts by the Tenderer

If payment of the amount payable by the Bank under certificate 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 Tenderer/Tenderer to the Bank, or if the Bank interferes with or obstructs the issue of any such certificate, or if the Bank repudiates the Contract without any reason, or if the works be stopped for three months under the order of the Bank's Engineer or the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases, the Tenderer shall be at liberty to determine the Contract by notice in writing to the Bank and he shall be entitled to recover from the Bank, 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.

3.4 EMD To Be Submitted By The Tenderers

Intending tenderers shall pay as earnest money a sum of Rs. 48,380/- by way of NEFT to Reserve Bank of India, Kanpur or by a Demand Draft in favour of Reserve Bank of India payable at Kanpur or by a Bank Guarantee from any scheduled Bank as per [Annexure I](#).

3.5 Security Deposit during execution of work

On receipt of intimation from the Employer of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and deposit Performance Bank Guarantee (PBG) before commencement of work, issued by a scheduled bank, for 5% of the contract value (see [Annexure- II](#)), valid till the date of virtual completion of the work. In case of any delay in submission of the PBG, penalty will be deducted from the bills of the contractor at Bank rate. 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 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.

3.6 Bank Guarantee towards security deposit for defect liability period and committed CAMC period

- d. Within 10 days from the date of completion of the works, the tenderers shall furnish an amount equal to 20% (twenty percent) of the contract value* for the work in the form of Performance Bank Guarantee (PBG) from any scheduled Bank in the form prescribed by the Bank as per [Annexure II](#), towards security deposit for the due fulfilment of the terms and obligations the DLP and CAMC contract. This PBG for 20% contract value should be initially valid for a period of FIVE(5) years i.e. (one year

DLP plus four years AMC). In case of any delay in submission of the PBG, penalty will be deducted from the bills of the contractor at Bank rate.

- e. After Completion of five years (one year DLP and four years AMC), the Bank Guarantee submitted above shall be further extended / renewed for a reduced amount equal to 10% (ten percent) of the contract value for due fulfilment of the contract conditions for a further period of five(5) years thereafter. The Renewed Bank Guarantee should be submitted at least thirty days before expiry of above referred BG of 20 % amount. In case of failure on the part of firm to submit the renewed BG, initial 20 % BG will be invoked without any notice to the firm.
- f. 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 TEN (10) years (One year DLP and 9 years CAMC).

*Contract Value means cost of capital equipment excluding buyback amount of old equipment and AMC charges.

- 3.7 All compensation / penalties / damages or other sums of money payable by the Contractor to the Bank under the terms of this Contract for completion period, defect liability and AMC period 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.
- 3.8 The tenderers shall furnish full details of all such similar works carried out by them during the last 05 years, as per the Performa included in this tender. The Bank will inspect one or all the works and satisfy itself about the performance of the installed equipment including the quality and reliability of the service rendered before opening Part II of the tenders. Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason thereof.
- 3.9 The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer.
- 3.10 The rates quoted shall be firm and shall not be subjected to variations in exchange rate, rate of taxes, duties, levies or variation in labour rates. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumable, labour, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, erection etc. including GST at the specified site till the work is finally handed over to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Similarly no import license will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made at Kanpur and will be

in Indian rupees only. The tenderers are advised to include the GST in the quoted amount.

3.11 Tenderers are advised to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

3.12 As regards make of equipment acceptable to the Bank the tenderers are advised to refer to "Section V – Technical Specification Approvals" and to the list of approved make of materials/equipments. The tenderer are advised to quote for the make out of the approved list, conforming to the specification and which is most economical. The tenderers are advised not to quote with alternative equipments. The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of make of components of the equipment offered.

3.13. The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

3.14. Evaluation of tenders:

- Tenders will be evaluated on the basis of capital cost of the system and taking into account the effect of rates quoted for Comprehensive Annual Maintenance Contract (CAMC) for a period of 09 years after the expiry of one year of defect liability / guarantee period.
- Tendered offers shall be evaluated on the basis of the Total Cost of Ownership (TCO) of owning the X- Ray Baggage Scanner System having 10 years of useful service life. The said NPV shall comprise:

S. No.	Description	Value
1	Capital Cost of X- Ray Baggage Scanner Systems	A
2.	Rate for Comprehensive Annual Maintenance Contract (CAMC)	B
3.	Multiplying factor for arriving the present value of the future CAMC Payments with the following Assumptions. <ul style="list-style-type: none"> • Discount factor : 8% • Escalation : 5% • Periodicity of CAMC Payment : Half yearly 	MF

	<ul style="list-style-type: none"> • Defect Liability Period : One year from Handing over of the system • Minimum Period of CAMC : 9 years 	
--	--	--

Therefore the TCO = A+ B*MF (MF = 7.05)

Note:

- The total cost of ownership (TCO) shall be worked out as above. The bidder, who quotes the lowest total cost of ownership for the work, shall be considered the lowest bidder.
- Minimum Base Rates for Comprehensive AMC: In case, the tenderer quotes the rates for comprehensive AMC lower than the following rates, then the following rates of AMC will be considered for calculation of Total Cost of Ownership.
For Comprehensive AMC – 5% (Five) of the quoted capital cost (Excluding Buyback)

Note: Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period subject only to escalation formulae indicated in the tender

3.15 Scope of work during Warranty and Comprehensive Annual Maintenance Contract Period:

The equipment supplied shall be guaranteed against all types of defects for at least a period of one year from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer free of cost. During this period, servicing at not less than FOUR servicing and attending to ANY NUMBER of breakdown calls, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center.

The tenderers shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guarantee period as per the scope. This rate for the service contract shall be valid for a period of 1 year after expiry of guarantee period and payment shall be made on half yearly basis on rendering satisfactory service.

The CAMC contract rate shall take into account the cost of all the spares, all materials including Conveyer belt etc, Man power and their insurance, including travel cost from the nearest service station etc. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	48 hours	Rs.2500/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	48 hours	Rs.500/- per day

The tenderers shall indicate details such as the service center from which the proposed systems at Kanpur will be serviced, the staff strength at that center and the availability of spares for the system at that center. This Comprehensive Annual Maintenance Contract shall be renewed for an additional period of at least 8 years after the initial contract period valid till the end of two years (one year defect liability period and the one year initial contract period). While renewing the contract the new contract amount will be arrived at based on following formula.

$$AC = AP \{10 + 65 \times (EPIC/EPIP) + 25 \times (CPIC/CPIP)\} \times 1/100$$

AC The contract amount for the current year

AP The contract amount for the previous year

EPIC Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year

EPIP Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the previous year

CPIC Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPIP Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

3.16 The tenderer should impart training to the Bank's staff for a period not less than one week on the system before handing over of the system without any charge to the Bank.

3.17 Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks till handing over the X-ray baggage scanner system to the Bank, **in the joint name of the Bank and the contractor, the Bank's name being the first** before commencement of work and it

shall cover the following risks:

- Contractors all risk (CAR) insurance inclusive of Storage, erection testing and commissioning policy for the full contract value including fire risk.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.10 lakh and with a limit of Rs. 2.50 lakh per accident.

3.18 The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details, makes of components of the equipment offered. Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. Tenderers should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed. The successful tenderer, on completion of the work, shall furnish three sets of schematic and layout drawings and maintenance manuals.

3.19 Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation. The tenderer shall before commencing work prepare a detailed work program which shall be approved by the Bank's Engineer.

3.20. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of 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 or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

3.21. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect with the prior consent in writing of the Employer.

- 3.22. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
- 3.23. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications made by the Architects and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.
- 3.24 Before dispatching the equipment to site, the equipment may be inspected by the Bank's Engineer at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender documents. The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or 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.
- This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.
- 3.25 Cost of Inspection:- The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.
- 3.26 Method of Testing:- The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.
- 3.27 Inspector Authority to certify performance: - The Bank's Engineer shall have the power:
- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;

- b) To reject any equipment or parts submitted as not being in accordance with the specification;
- c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

3.28 Consequence of rejection: If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause apply as far as applicable.

3.29 Bank's Engineer decision as to rejection final : - The Bank's Engineer 's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

3.30 The following terms of payment shall be applicable to this contract:

- 60 % of the quoted supply rate pro-rata against delivery of materials after checking at site,
- 20 % of the quoted rate on completion of erection, testing, commissioning and handing over the system.
- 20 % of the quoted rates on submission of the Performance Bank Guarantee of equal amount initially valid for 05 years from the date of handing over the system to Bank.

3.31 Time shall be considered as an important aspect of this Contract. The entire work shall be completed within 03(Three) months from the 10th day of date of work order; failing which liquidated damages at a rate of 0.25 % of the capital cost of the

work per week of delay beyond the stipulated period with an upper ceiling of 10% of the capital cost of the work, will be levied.

- 3.32 The successful tenderer shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.
- 3.33 The payment for the system will be made by Kanpur Office to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of Kanpur.
- 3.34 The tenderer shall furnish the name and address of the Bankers with whom they normally Bank. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.
- 3.35 The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.
- 3.36 The Contractor shall strictly comply with the provision of safety code annexed hereto.

I/We have understood all the above-mentioned conditions and they are acceptable to me/us.

- 3.37 Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory. In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at [Annexure IX](#).

If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

Place:

Date:

Signature of Tenderer

Name

Designation

Seal of Firm

SAFETY CODE

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

SECTION- (IV)

Conditions of contract - commercial

THE CONDITIONS HEREINBEFORE REFERRED TO

4.1 Interpretation Clause

4.1.1 In construing these conditions, the Specifications, Schedule of Quantities and Contract agreement, the following words shall have the meaning herein assigned to them except where the subject of context otherwise required.

- (a) "Employer" shall mean the Reserve Bank of India and shall include its assigns and successors.
- (b) "Contractor" (i) in the case of partnership shall mean _____ and _____ trading as partners in the names and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and legal representatives of a deceased partner (ii) in the case of individual shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives (iii) in the case of company shall mean _____ a company incorporated under _____ 19____ and having its registered office at _____ and shall include its successors and assigns.
- (c) "Site" shall mean the site of the Contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- (d) "This Contract" shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities, Specifications, Drawings, work order etc. attached hereto and duly signed.
- (e) "Architect" shall mean Chief General Manager, Premises Department, Central office, Reserve Bank of India, Mumbai or his authorized representative/s.
- (f) 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. Neither the Bank's Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Employer.

The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of 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 Bank's Engineer/Bank's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

- (g) "Notice in Writing" or Written Notice shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office and shall be deemed to have been received when in the ordinary course of post it would have been delivered.
- (h) "Act of Insolvency" shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
- (i) "Net Prices" if in arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items in the tender any sum either as percentage or otherwise, than the net prices of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage of proportion of the sum so added or deducted by the Contractor the total amount of 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 accounts shall be held to mean rates or prices so arrived at.
- (j) "The Works" shall mean supplying, installing, testing, commissioning of X-ray baggage Scanner for Banks Main Office Building at Kanpur
- (k) Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa, where the context requires.

4.2 Scope of Contract

4.2.1 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, directions, and explanations which are hereafter collectively referred to as "Bank's Engineer's Instructions" in regard to,

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawings 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 Contractors.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause 4.19 hereof.

4.2.2 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 work by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within SEVEN days, and if not dissented from in writing within a further SEVEN days by the Bank's Engineer, such shall be deemed to be the Bank's Engineer's Instructions within the scope of Contract.

4.3 Variations to be approved by Employer:

4.3.1 Notwithstanding anything herein contained, the Bank's Engineer or his representative shall not, without the prior concurrence in writing of the employer issue any instructions, verbal or in writing, which will result in the Employer having to pay the Contractor an additional sum and all instructions issued to the Contractor should forthwith be brought to the notice of the Employer. 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 agreement. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

4.4 Drawings, Schedule of Quantities and Agreement

4.4.1 The Contract shall be executed in duplicate and the Employer and the Contractor shall be entitled to one executed copy each for his use. The Contractor on the signing hereof, shall be furnished by the Bank's Engineer, free of cost, one copy each of the said Drawings and of the Specifications. Any further copies of such Drawings required by the Contractor shall be paid for by him. The Contractor shall keep one copy of all Drawings on the works and the Bank's Engineer or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank all Drawings and Specifications.

4.5 Contractor to provide everything necessary at his cost.

4.5.1 The Contractor shall provide at his cost everything necessary for the proper execution of the said 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.

4.6 Authorities, Notices and Patents

4.6.1 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, electric supply and other companies and/or authorities with whose systems 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 Bank's Engineer written notice, specifying the variations 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 4.13 hereof.

4.6.2 The Contractor shall bring to the attention of the Bank's Engineer 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 Bank's Engineer.

4.6.3 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.

4.7 Setting out of Works

4.7.1 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. Rate quoted shall be inclusive of transporting the XBIS machines to respective site of use (2nd floor of Additional office Building (AOB), RBI Kanpur and 1st floor of Main Office Building (MOB), RBI Kanpur) through stair cases. Contractors shall visit the work site for understanding site condition before quoting.

4.8 Materials & Workmanship to conform to Descriptions

4.8.1 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 Bank's Engineers' instructions and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipt 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 which the Bank's Engineer may require.

4.9 Contractor's Superintendence & Representative on the works

4.9.1 The Contractor shall give all necessary personal superintendent during the execution of the works and as long thereafter as the Bank's Engineer 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 at work. Any directions explanations, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the Contractor.

4.10 Dismissal of Workmen

4.10.1 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.

4.11 Access to Works

The Employer and their representatives shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where the material is lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for the inspection 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.

4.12 Assignment and Sub-letting

4.12.1 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 no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

4.12.2 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 additions to, or omissions from the works or any alterations in the kind or 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 alterations or additions to or omissions from the works or any deviations from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions, or omissions shall in all cases be determined by the Bank's Engineers with the prior approval in writing of the Employer in accordance with the provisions of Clause 4.16 hereof and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

4.13 Schedule of Quantities

4.13.1 The schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the standard method of measurement. The mode of measurement for measurable items of work shall be as indicated in the sub-section "mode of measurement" under section.

4.13.2 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 4.16 thereof 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.

4.14 Sufficiency of Schedule of Quantities

4.14.1 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.

4.15 Measurement of Works

4.15.1 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 the Bank's Engineer or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

4.15.4 All authorized extra works, omissions, and all variations made without the Bank's Engineers' knowledge, if subsequently sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

4.16 Prices for extras etc. - Ascertainment of

4.16.1 The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of 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 additions, omissions or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

4.16.2 No claim for an extra item shall be allowed unless it shall have been executed under provisions of Clause 4.2.2 hereof or by the authority of the Bank's Engineer with

the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- (a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- (b) Rates for all items, wherever possible, should be derived out of the rates given in the priced Schedule of Quantities.
- (c) The net prices of the original tender shall determine the value of the 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) and (d) hereof.
- (d) Where the extra works are not of similar character and/or executed 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 omission or additions relative to 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 expense beyond that reasonably contemplated by the Contractor or it 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.

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 Price Schedule of 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 (and if required by the Bank's Engineer the workmen's names) and materials employed be delivered for verification on to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

4.16.3 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 4.20 hereof.

4.17 Unfixed materials when taken into account to be Property of the Employer

4.17.1 Where in any certificate (of which the Contractor has received payment) the Bank's Engineer has included the value of any unfixed materials intended 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 Bank's Engineer. The Contractor shall be liable for any loss of or damage to such materials.

4.18 Removal of Improper Works

4.18.1 The Bank's Engineer, 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 or the instructions of the Bank's Engineer, the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions; and the Contractor shall forth-with carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and all expense consequent thereon, or incidental thereto, as certified by the Bank's Engineer 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.

4.19 Defects after Virtual Completion

4.19.1 Any defect, shrinkage, settlement or other faults which may appear within the "Guarantee period" stated in the Appendix hereto or, if none stated, then within twelve months from the date of handing over of the plant after successful completion of acceptance testing, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the 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 or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer 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 moneys due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such work and in the event of the amount retained under Clause 4.30 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 material supplied by any sub-Contractor employed on the works, who has been nominated or approved by the Bank's Engineer as provided in Clauses 4.11 and 4.12 hereof the Contractor shall be liable to make good in the same manners as if such work or material had been done or supplied by this Contractor and been subject to the provisions of the Clause 4.2 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

4.20 Certificate of Virtual Completion & Guarantee Period

4.20.1 The works shall not be considered as completed until handing over of the system as specified. The Guarantee period shall commence from the date of taking over.

4.21 Nominated Sub-Contractors

4.21.1 All specialists, Merchants, Tradesmen and others executing any work or supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Bank's Engineer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

4.21.2 No nominated Sub-Contractors shall be employed on or in connection with the works against whom the Contractor shall make reasonable objection of (save where the Bank's Engineer and Contractor shall otherwise agree) who will not enter into a Contract provided:

- (a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations 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-Contractor, his servants or agents or any misuse by him or them of 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 Bank's Engineer's certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank's Engineer proof that all nominated Sub Contractor's accounts included in previous Certificates have been duly discharged; in default whereof the Employer may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of Contract as between Employer and Sub-Contractor.

4.22 Other Persons Employed by Employer

4.22.1 The Employer reserves the right to use the premises and any portions 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 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 materials for the execution of such work except by special arrangements 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.

4.23 Insurance in respect of Damage to Person & Property

4.23.1 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 cause whatever in any way connected with the carrying out of this Contract. This Clause shall be held to include inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or way as well as all damages 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 him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any award of compensation or damages consequent upon such claim.

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

4.23.3 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 work or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract with an approved office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank's Engineer 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 statute in force during the currency of this Contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the Joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Bank from time to time during the currency of the Contract.

4.23.4 The Contractor shall be responsible for any liability which may be excluded from the insurance policies above referred to and also for all other damages to any person, animal, or property arising out of and incidental to the negligent or defective carrying out of this Contract. He shall also indemnify the Employer in respect of any costs, charges, or expenses arising out of any claim or proceedings and also in respect of any award of or compensation or damages arising therefrom.

4.23.5 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses 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. The Contractor shall, at his own expense, arrange to effect and maintain (until the virtual completion of the Contract) with an approved office.

4.24 Date of Commencement & Completion

4.24.1 The Contractor shall be allowed admittance to the site on the "Date of Commencement" stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such paint or other decorative work as the Bank's Engineer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained.

4.25 Damage for Non-completion

4.25.1 If the Contractor fails to maintain the agreed rate of progress of work and or fails to complete the works by the date stated in the Appendix or within any extended time under Clause (4.26) hereof and the Bank's Engineer certifies in writing that his opinion the same ought reasonably to have been completed, 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 moneys due to the Contractor.

4.26 Delay & Extension of Time

4.26.1 If in the opinion of the employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of Bank's Engineer's instructions as per Clause 4.2 hereof or (f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with the previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the Contract works; in case of such strike or lock-out the Contractor shall, as soon as may be given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

4.27 Failure by Contractor to comply with Bank's Engineer 's Instructions

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

4.28 Termination of Contract by the Employer

4.28.1 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 supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfill the Contract and to give security therefor, if so required by the Bank's Engineer.

Or if the Contractor (whether an individual, firm 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 Contractor, Or shall assign or sublet this Contract without the consent

in writing of the Employer first hand obtained. Or shall charge or encumber this Contract or any payments to you, or which may become due, to the Contractor then and there,

Or if the Bank's Engineer shall certify in writing to the Employer that the Contractor:

- i) has abandoned the Contract, or
- ii) has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Bank's Engineer notice to proceed, or
- iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- iv) has failed to remove material from the site or to pull down and replace work for seven days after receiving from the Bank written notice that the said materials or works were condemned and rejected by the Bank's Engineer under these conditions, or
- v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the 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, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shade, machinery, steam and other power utensils and materials lying upon the premises of 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 works 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's Engineer 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 realised. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and 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 to the Contractor and the amount, which shall be so certified, shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

4.29 Termination of Contract by Contractor

4.29.1 If 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 Bank's Engineer 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 at liberty to determine the Contract by notice in writing to the Employer, through the Bank's Engineer, 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.

4.29.2 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 4.16 hereof.

4.30 Certificate & Payments

4.30.1 The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer work to the approximate value named in the Appendix as Value of work for Interim Certificates (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with the Contract. The Bank's Engineer may in his discretion include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

4.30.2 The Bank's Engineer shall have power to withhold any certificate if the works or any parts thereof are not being carried out to his satisfaction.

4.30.3 The Bank's Engineer may by any certificate make any correction in any previous certificate which shall have been issued by him.

4.30.4 No Certificate of Payment shall be issued by the Bank's Engineer if the Contractor fail to insure the works and keep them insured till the completion of the work.

4.30.5 Payments upon the Bank's Engineer's Certificate shall be made within the periods named in the Appendix as "Period for honour of Certificate" after such Certificates have been delivered to the Employer.

4.31 Delayed Payment

4.31.1 Any amounts payable by the Employer to the Contractor in pursuance of any Certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period for honouring Certificate" named 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 such sum ought to have been paid by the Employer until the payment.

4.32 Matters to be finally determined by Bank's Engineer.

4.32.1 The decision, opinion, direction, Certificate of the Bank's Engineer (Except for payment) with respect to all or any of the matters under Clauses 4.2.1 (a, b), 4.5, 4.6, 4.13 and 4.26 (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, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 4.33 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

4.33 Settlement of Dispute by Arbitration

4.33.1 All disputes and differences of any kind whatever arising out of or in connection with Contract or the carrying out of the works (whether during the progress of the works or after their completion and whether before or after the determination, abandonment or breach of the Contract) shall be referred to and settled by the Bank's Engineer, who shall state his decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank's Engineer with respect to any of the excepted matters shall be final and without appeal as stated in Clause 4.33 hereof, But if either the Employer or the Contractor be dissatisfied with the decision of the Bank's Engineer on a matter, question or dispute of any kind (except any of the excepted matters) or as to the withholding by the Bank's Engineer of any Certificate to which the Contractor may claim to be entitled, then and in any such case, either party (the Employer or the Contractor) may within 28 days after receiving notice of such decision given a written notice to the other party through the Bank's Engineer requiring that matters in dispute be arbitrated upon. Such written notice shall specify the matters which are in dispute or difference of which such written notice has been given and no other shall be and is hereby referred to the arbitration and final decision of an arbitrator to be agreed upon as appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

4.33.2 The Arbitrator or Arbitrators, as the case may be, shall have power to open up, review and revise any certificate, opinion, decision, requisition of notice, save in regard to the excepted matters referred to in the preceding Clause, and to determine all matters in dispute, which shall be submitted to arbitration and of which notice shall have been given as aforesaid. The venue of the arbitration shall be at Reserve Bank of India, Kanpur.

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

4.33.4 Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be, who may determine, the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration And Conciliation Act, 1996 or any statutory modification thereof. The Award of the Arbitrator or Arbitrators, as the case may be shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, given abide by the decision of the Bank's Engineer and no Award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's Engineer's instructions with regard to the actual carrying out of the works. The Employers and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right to action under the Contract.

4.34 Right of Technical Scrutiny of Final Bill

4.34.1 The Employer shall have a right to cause a technical examination of the works by any agency and the full 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 or otherwise any sum is found to have been overpaid or over-certified it shall be lawful for the Employer to recover the sum.

4.35 Employer Entitled to Recover Compensation Paid to Workmen

4.35.1 If, for any reason, the Employer is obliged, by virtue of the provisions of the workman'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 to the Contractor under this Contract or otherwise. 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.

4.36 Abandonment of Works

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

4.37 Return of Surplus Materials

4.37.1 Notwithstanding anything to the contrary contained in any of all the clauses of this Contract, where any materials for the execution of the Contract are 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 off them without the prior written permission of the Employer and return them to the Employer, if required by the Employer at the price to be determined by the Bank's Engineer having due regard to the condition of the materials, the price to be determined not to 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 permits and/or criminal breach of trust, be liable to the Employer all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

4.38 Right of the Employer to Terminate Contract in the Event of Death of Contractor, if Individual

4.38.1 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.

4.39 Testing

4.39.1 All the equipment shall be tested jointly with the contractor and the Bank's representative as required by the various sections of the specifications.

4.40 Work at Site

4.40.1 The contractor shall inspect the site and ascertain for himself the nature, character and extent of work to be executed and shall include all items and services necessary, whether specifically mentioned or not in the Specifications, Drawings, or Schedule of Equipment to make with the intent and purpose of these Specification.

4.41

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.

Place: Seal and Signature of Tenderer

Date: Name

Section- (V)

Minimum Technical Specification X-Ray Baggage Scanner System

Offered Make :

Offered Model :

S. No.	Feature	Specification	Compliance (Yes /No)
1	Tunnel Size	Minimum 60 cm W (Width) x 40 cm H (Height)	
2	Conveyor belt speed	Between 0.18 and 0.3 meter per second. Conveyor movement bi-directional. Auto stop in absence of baggage after 5 minutes.	
3	Power Requirement	230 VAC, 50 Hz±3%, Single Phase, and should be able to withstand voltage fluctuations in the range of 170V to 260 V. Current 3 to 5 Amp	
4	Conveyor Capacity	160 kg or more	
5	Sensors	Sensors > 1000 diodes, L-shaped detector (Folded array type), In case of defective diode arrays, scanning should be disabled and error message should be displayed on the screen.	
6	X-Ray Voltage	160 KV or more	
7	X-Ray Source/Generator	should be capable to operate smoothly for a period of at least ten years	
8	Duty Cycle	100%	
9	Cooling	Sealed oil bath	
10	X-ray beam divergence	The X-ray beam divergence should be such that the complete image at maximum size of bag is displayed without corner cuts.	
11	Radiation level	The radiation level should not exceed accepted health standard (0.1m R/Hr at a distance of 5 cm from external housing). Relevant certificate from AERB should be attached	
12	operating temperature	0 deg C to 50 deg C.	
13	Storage temperature	0 deg C to 50 deg C.	
14	Humidity	90% non-condensing	
15	Resolution	The machine should be able to display single un-insulated tinned copper wire of 42-SWG or	

S. No.	Feature	Specification	Compliance (Yes /No)
		38 AWG. All penetration and resolution condition should be met without pressing any functional key and should be online.	
16	Penetration	Penetration should be 35 mm thickness of steel or more.	
17	Continuous Electronic Zoom facility	should be available to magnify the chosen area of an image eight times (8X) or more. Image features shall be keyboard controllable.	
18	Video display	18.5" or better LCD Monitor SVGA High resolution, low radiation, flicker free, resolution at least 1280 x 1024, 24 bit colour real time processing.	
19	Multi-energy X-ray imaging facility	The machine should have features of Multi-energy X-ray imaging facility where materials of different atomic number will be displayed in different colours to distinguish between organic and inorganic materials. The machine should give audio and video alarm upon detection of high density organic materials including explosives and narcotics, should have variable colour or materials stripping to facilitate the operator to monitor images for closer scrutiny. All suspicious items (Explosives, High density materials, narcotics, etc.) should be displayed in one mode and that should be on line.	
20	Radiation Safety	The machine must comply with requirements of health and safety regulations with regard to mechanical, electrical and radiation hazards. Before installation of the machine, the supplier/manufacturer should furnish relevant certificate from Atomic Energy Regulatory Board (AERB) of India regarding radiation safety. The company manufacturing the equipment should have ISO certification for manufacturing and servicing of X-ray Screening machines.	
21	Food and Film Safety	Guaranteed safety for food. Guaranteed safety for and high-speed films up to ISO1600. The machines should be film safe. In other words	

S. No.	Feature	Specification	Compliance (Yes /No)
		photographic films must not be damaged due to x-ray examination.	
22	Machine safety	Machine should be properly sealed from all the sides for pest proof. Dust proof cover is to be provided for covering the system when not in use.	
23	variable contrast Facility	Facility for variable contrast must be incorporated to allow enhancement lighter and darker portion of the image.	
24	software enhancement	The machine should be so designed that software enhancement can be easily implemented to take care of new technique in image processing and pattern recognition.	
25	Full diagnostic built in test facility	The machine should have software controlled diagnosis report facility and system should give printout if printer is connected.	
26	Password protection	All software features of machine should be online and password protected.	
27	Recalling previous images	Machine should be capable for recalling 15 or more previous images,	
28	Image archiving	It should have the capability of archiving 3000 or more images with date & time stamp.	
29	Secure Housing	Control desk with security housing and locking provision should be available. The operator personal identification number can be entered the keyboard along with generation of log.	
30	Image enhancement	Facility of image enhancement should be available	
31	Image recording facility	The machine should have online recording facility and images can be recorded in CD R/W or/and USB and should be able to view images so recorded on stand-alone PC.	
32	Lead impregnated safety screens	Lead impregnated safety screens should be available at either ends of the tunnel. This should be covered by relevant AERB certificate. Idle rollers to be provided at either ends of the tunnel (input and output) to facilitate placing of baggage.	

S. No.	Feature	Specification	Compliance (Yes /No)
33	Software control feature	All software features should be controlled from key board of machine only. Keyboard function should be user friendly. To enable/disable the software features, system should not be rebooted.	
34	Penetration failure Alarm	If the machine fails to penetrate a particular item then an alarm video and audio (both) should be generated to notify the operator.	
35	Threat image projection (TIP)	The threat image projection (TIP) system software to be incorporated in the X-Ray BIS operation.	
36	Copy of software	Copy of all software including X-Ray Software with recovery CD must be provided.	
37	Operational Training	Operating staff has to be provided training	
38	Operating & service manual	Operating & service manual shall be provided with each machine.	
39	Other Features	a) Edge & variable edge enhancement.	
		b) Inverse Video	
		c) Set up time not more than 10 minutes.	
		d) Pseudo colour	
		e) Date & Time display	
40	Minimum Computer configuration	CPU: Latest configuration and should be able to deliver the output to meet the specifications mentioned as above.	
		Hard Disk Drive: 1 TB	
		Mouse: Optical	
		Ports: 6 USB Ports (with at least 2 in Front), 1 Serial Port, 1 Parallel port, 1 PS/2 Keyboard and 1 PS2 Mouse Port, audio ports for microphone and headphone in front.	
		CD-R/RW Drive: DVD Writer.	
		Networking facility: 10/100/1000 Base T on board integrated Network Port with remote booting facility, remote system installation, remote wake up, out of band management using any standard management software.	

TIPS Features	
	Threat Image Projection
	TIP Software facility shall be incorporated in the offered X-ray machines to assist supervisors in testing the operator alertness and training X-ray screeners to improve their ability in identifying specific threat object. The system will create a threat object and the same will be superimposed on monitor screen while a bag is being screened. To acknowledge that the operator has seen the false object, operator must press the control Panel key that will cause the computer generated threat object to disappear from x-rayed bag image on the VDU screen. Each operator's action shall be recorded in the hard disc of the computer for the auditing purpose by the supervisor or other authorised person
	Design of the system
	TIP software should be compatible with other X-Ray technologies such as automatic reject unit, Dual X-ray screen technologies, automatic threat recognition system, etc. All x-ray image functions must be available at the same time along with the TIP
	Image Library
	The TIP facility should have an image library containing at least 100 explosive devices, 100 knives and 100 fire arms in various sizes, shapes, locations & orientations. However, the system shall have facility to expand the library to incorporate additional images by user without assistance of the manufacturer
	The image library should contain images of threats at different orientations – both plane and end-on orientation should be used. Although these will be assigned different file names and references, it must be possible to cross-reference these as the same threat. All threat Image Projection images must be realistic, representative and non-distinguishable from real threat items.
	Time Interval
	Programming facility shall be available to project threat images in different intervals. The time period for threat image as well as image mix in % age shall be user programmable e.g. software shall select 40% images of explosive devices, 35% of fire arms & 25% of knives or Random, etc
	Once the screener has responded to identify the computer generated threat image, it should remain on the screen for a pre-defined user programmable time for analyses. The image should be highlighted, upon identification, and feedback message shall be visible to the screener.
	System Administration
	The threat image projection facility shall have details of user database such as name of the office, Screener name, designation, user ID number, level of access such as Screener, Administrator, Maintenance & Password, etc.

	Access to start-up Menu should be restricted only to the authorised individuals. A log-in procedure by means of 'Password' or 'Security key' could achieve restricted access to each of the comment. The log-in procedure should not take longer than 20 seconds. The system should have facility to bypass the TIP facility, if programmed so by the System Administrator. It is to be ensured that the TIP software shall not be hindrance to normal functioning of X-ray Machines.	
	When the operator logs-in or logs-out, message should be displayed on XBIS VDU Screen to confirm that he / she has been correctly logged-in or logged out.	
	Feed Back / Report	
	Different colour coding shall be used for feedback to the Screener. It is recommended that Colour Code "Red for MISS", Green for "HIT" and Yellow for "False Alarm or Interrupt" be used.	
	The system shall automatically prepare the daily log of events for each shift and for each Screener performance. TIP log shall include particulars of location, XBIS, Name of Screener, Time & date of threat image, whether threat image was successfully identified or missed, etc.	
	The report on Threat Image Projection system may have date and time (From-To) as per requirement, Screener particulars, and decision / outcome i.e. MISS, HIT or False alarm in %age as well in absolute numbers, number of bas screened, categories such as explosive devices knife or weapon, etc.	
	As a standard practice, daily / weekly / monthly report shall be retrieved. Report shall be for any given time and period, as per command.	
	All data should be stored on the system for a minimum of two months after it has been downloaded. No individual, regardless of access rights to the Threat Image Projection components would delete or amend any of Threat Image Projection data or time i.e. Threat Image Projection data on the actual X-ray machine will be read only file.	

TESTS TO BE CARRIED OUT

SINGLE WIRE RESOLUTION (TEST NO.1)

A set of uninsulated tinned copper wire of size 25 SWG, 30, 35, 38, 40 and 42 SWG are placed on Perspex sheet. The wires are laid out in "S" shaped curves. The wires are placed behind varying thickness of aluminum. The requirement is to display 42 SWG wire is not covered by step wedge. A tick will indicate the visibility of appropriate wire. Metallic marker should be provided using high density material, so that SWG numbers in the VDU are clearly visible.

USEFUL PENETRATION (TEST NO.2)

Definite what level of details can be seen behind a thickness of known material. The requirement of this test is that the 24 SWG wire is seen under second step wedge (5/16"). (Note : This is equivalent to FAA, USA and DOT UK requirement). Tick on log sheet will indicate what wires are visible.

MULTI ENERGY X-RAY (TEST No.3)

With multi-energy X-Ray it should be possible to distinguish between materials of different average atomic number. The use of sugar and salt samples encapsulated on the test piece and various materials used in the construction of CTP will check the material discrimination facility. A tick will indicate that the sugar/salt samples are shown in different colour.

SIMPLE PENETRATION (TEST No.4)

This test defines what thickness of steel the machine should be able to penetrate. The steel step wedge on the CTP has steps of 2 mm. from 16 mm. to 30 mm. with a lead strip to check that the machine is above or below the requirement. The requirement is that the lead is visible beneath 34 mm steel. A tick in log sheet will indicate where a difference between the lead strip and the step wedge is visible.

SPATIAL RESOLUTION (TEST NO.5)

This test defines the ability of the system to distinguish and display objects which are close together. The CTP has 16 copper gratings at right angle to each other. The requirement is that a vertical and horizontal grating can be seen. A tick in the log sheet will indicate that gaps in the gratings are visible.

Section-(VI)

Client and Banker Details

Client Details

S. NO.	Name and Address of Client	Contact Details of the client's concerned person	Work order No. Date and Contract Amount	Date of handing over of the system	Details of the X-Ray Baggage Scanner Systems provided	Whether the system is under AMC (Yes/ No)

Banker Details

S. No.	Name and Address of the Banker	Contact Details of the Bank's concerned officer	Account Details (Account No., Type of Account etc.)

S. No.	Offered make of XBIS machine	Offered model

Signature of Tenderer

Place:

Date:

Section-(VII)

Check List

PART I

Supply, installation, testing and commissioning of
X-Ray Baggage Scanner System for Bank's
Office Building at Kanpur

COMMERCIAL CONDITIONS

Sr. No.	Description	Bank's Terms	Tenderers terms and acceptance of Bank's terms
1.	Validity	90 days from the date of opening of tender Part-I	
2.	EMD	Rs. 48,380/- through NEFT/DD/BG	
3.	Terms of payment	(a) 60% of the quoted supply rate pro-rata against delivery of materials after checking at site.	
		(b) 20% of the quoted on completion of testing, commissioning and handing over the system	
		(c) Balance 20 % on submission of the Bank Guarantee of equal amount initially valid for 05 years	
4.	a. Prices	a. Firm, inclusive of all taxes, duties, insurance, levies during the contract period.	
	b. GST	b. Percentage GST considered.	-----%
5.	Guarantee period	12 months from date of handing over.	
6.	After-sales service	Free of cost during the guarantee period.	
7.	Completion period	03 months from 10th day of date of work order.	
8.	Liquidated damages	0.25% of the contract amount per week of delay subject to maximum of 10% of the contract value.	
9.	(a) Time allowed for rectification	Maximum 24 Hours	

	(b)	Penalty for delay in providing service	Rs. 2500/- per day, if system defect not rectified within 48 hours on receipt of complaint and Rs.500/- per day if individual equipment defect not rectified within 48 hours	
10.		Service facility	Shall be available at the center i.e. Kanpur and shall be approachable on telephone/mobile/e-mail.	
11.		Committed period for comprehensive AMC of system	At least 10 years from the date of handing over of the installation.	
12.		Certificate to be submitted from concerned authorities to comply meeting applicable International/National radiation & health regulation.		

Part II should not contain any terms and conditions but only priced bill of quantity.

Signature of Tenderer

Place:

Date:

Note:-

In case of tenderer accepting all the terms and conditions of the Bank, there is no need for enclosing any terms and conditions of their own.

In case of tenderers proposing any deviation, they are advised to indicate the deviation by quoting relevant tender clause.

Appendix Hereinbefore Referred To

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate
2.	Period of Final Measurement	3 months
3.	Date of Commencement	10th day from the date of award letter
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages at the rate of	0.25% of the contract value per week subject to a maximum of 10% of the contract value.
6.	Interest for delayed payment	3% per annum

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.

Minimum wages to the workman: The contractor shall ensure that minimum wages as per statutory requirement i.e. as per Central Labour Commissioner's Rates (C.L.C. rates) to be paid to all the workmen. A certificate to that effect, on every month, to be submitted to the Bank during period of execution of work and subsequent warranty and AMC period.

Labour License: The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970 and fulfill all the statutory requirements.

"The quoted rate shall include the amount payable towards ESI, EPF, Bonus or any other compensation etc. payable under various labour laws. It is obligatory for the agency or contractor to obtain various registration / code number for meeting out various requirements and furnish the same to the Bank before execution of the agreements. This has to be strictly carried out by agency or contractor. The agency or contractor shall ensure payments of Employees' State Insurance (ESI) & Employees' Provident Fund (EPF) as applicable in respect of workmen/contract labours employed by him/her/ them and submit documentary evidence (i.e. payment receipt obtained from Employees' Provident Fund Organization (EPFO) and Employees' State Insurance Corporation (ESIC) portal while making payment) in respect of the same to the Bank, failing which the Bank shall deposit the same directly and adjust/deduct the amount from the dues payable to the agency or contractor along with levying penalty as per the terms and conditions of the contract. No extra payment over & above quoted rates shall be made to the agency or contractor on this account. The agency or contractor shall be responsible to comply with all statutory provisions including for the purpose of ESI and EPF and shall indemnify the Bank and shall keep indemnified for any contravention and non-compliance of labour laws including that of EPF and ESI."

Force Majeure conditions (applicable during the currency of the completion period and subsequent committed DLP and CAMC period)

Neither Party shall be responsible for any failure to perform due to unforeseen circumstances or due to causes beyond the defaulting Party's control even after exertion of best efforts to prevent such failure, which failure may include, but not be limited to, acts of God, war, riots, embargoes, strikes, pandemics, lockdowns, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

NON-DISCLOSURE and Indemnity **CLAUSE** during the execution of work, DLP and CAMC period

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipments 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 as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies.

The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

Place:

Date :

Seal and Signature of Tenderer

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID
SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

Place: _____

Date: _____

The Regional Director

Dear Sir,

Name of Work : **E-Tender for Supply, installation, testing and commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Kanpur**

Ref.: NIT/Advt.No. date

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the „RBI“) has invited tenders for the captioned work (hereinafter called “the said tender”) on the terms and conditions mentioned in the said 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 Earnest Money Deposit (EMD).

M/s. (Name of the Tenderer/Bidder) _____, (hereinafter called as “the Tenderer/ Bidder”), who are our Clients/Constituents intend to submit their tender/ Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of Rs. (Rupees only) in respect of EMD.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the 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 RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the 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 RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Tenderer. This guarantee shall not be revoked by us without prior consent in writing of the RBI. We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI 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/clients in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto (six months from the last date of receipt of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

Yours faithfully,

For and on behalf of Bank.

Authorised Official (with seal)

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

PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

DEPOSIT/ RETENTION MONEY

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

The Regional Director
Reserve Bank of India,
Kanpur

Dear Sir,

E-Tender for Supply, installation, testing and commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Kanpur.

Bank Guarantee For PERFORMANCE SECURITY DEPOSIT/ Retention Money

WHEREAS

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

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

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

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor;

we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. (Rupees only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. (Rupees only).

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

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

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

We hereby further agree that –

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor 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 Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. (Rupees only).

b) Our liability under these presents shall not exceed the sum of Rs. (Rupees only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.

d) This guarantee shall remain in force upto (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

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

For and on behalf of _____ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

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

Witness 1

Signature

Name

Address

(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).

**Format For CLIENT's CERTIFICATE REGARDING PERFORMANCE OF THE
BIDDER**

Name & address of the Client
Details of Works executed by M/s

- 1 Name of work with brief particular
- 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
Amt. of work paid on reduced
ii) rates, if any.
- 12 i) Did the contractor go for arbitration?
ii) If yes, total amount of claim
iii) Total amount awarded

- 13 Comments on the capabilities of the contractor.
 - a) Technical proficiency Outstanding/Very Good/
Good/Satisfactory/poor
 - b) Financial soundness Outstanding/Very Good/
Good/Satisfactory/poor
 - c) Mobilization of adequate T&P Outstanding/Very Good/
Good/Satisfactory/poor
 - d) Mobilization of manpower Outstanding/Very Good/
Good/Satisfactory/poor
 - e) General behavior Outstanding/Very Good/
Good/Satisfactory/poor

Note : All columns should be filled in properly * countersigned"
Reporting Officer* with Office seal
*Officer of the rank of executive engineer/Superintending Engineer or equivalent

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)

Name of the Proprietor/ Partners/ Directors of the firm.

Turnover of the firm for the last 3 years (year wise).

Credit facility/ Overdraft facility enjoyed by the firm (In Rs.).

Dealings (Satisfactory/unsatisfactory) :

The period from which the firm has been banking with your bank :

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. 24.19 Lakhs (Yes/No) :

(Signature)

For the Bank

Note:

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

authority.

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

Proforma for Authorization and Maintenance Undertaking

(To be furnished by the OEM of the offered X-Ray Baggage Scanner System on their letterhead)

To,
Dr. Ishan Shukla
Regional Director
Reserve Bank of India
Estate Department
Kanpur

Dear Sir/Madam

Tender for supply, installation, Testing and Commissioning of X-Ray Baggage Scanner System in Bank's Office Building in Kanpur

We _____, (name and address of the manufacturer) the manufacturers of _____ having factories at _____

(addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the tenderer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured / developed by us and to maintain the equipment after its installation during Defect Liability Period and Comprehensive Annual Maintenance as prescribed in the contract.

In the unlikely event of M/s _____ not remaining our authorized dealer/ system integrator, we, the original equipment manufacturer, shall continue to provide support either directly or through any of our other dealer/ system integrator in terms of spares/ technical man power etc. i.e. all inclusive service to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted in the tender for the all-inclusive maintenance contract for the period accepted as above. In case of any such event, the Bank shall be immediately informed about the details of the new authorized dealer/ system integrator.

Yours faithfully,

For _____

(Original Equipment Manufacturer)

Authorized signatory

Proforma for Undertaking Comprehensive Annual Maintenance Contract

(To be furnished by the Tenderer on their letterhead)

To,

Dr. Ishan Shukla

Regional Director

Reserve Bank of India

Estate Department

Kanpur

Dear Sir/Madam

Tender for supply, installation, Testing and Commissioning of X-Ray Baggage Scanner System in Bank's Office Building in Kanpur

We hereby undertake to maintain satisfactorily the X-Ray Baggage Scanner System installed by us, under this contract, in Bank's Office building in Kanpur, for a period of not less than 9 years after expiry of the defect liability/warranty period of ONE year from the date of virtual completion at the rates quoted in the tender towards all inclusive comprehensive annual maintenance contract, subject only to the price revision clause specified in the tender.

For _____

(Authorized Dealer/ system Integrator)

Authorized signatory

UTR Transection details For EMD

S.N.	Requirements	Details To be filled by tenderer
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: _____

Contact/Mob. No.

Annexure VIII

The details of our bankers are as below and also submit

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

Name & Signature of Tenderer

Date: _____

Place: _____

Contact/Mob. No.

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

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

To,
Reserve Bank of India
The Mall Road Kanpur-208001

Name of Work: Supply, installation, testing and commissioning of X-Ray Baggage Scanner Systems for Bank's Office Building at RBI, Kanpur

I/We _____ (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border a with India.

2. I/ We certify that _____ (Name of the bidder)
i. is not from a country sharing land border with India, or
ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
iv. is from a country sharing land border with India where Government of India is engaged in development projects,
(Strikeout whichever of the above is not applicable).

3. I We further certify that _____ (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub-contract I/we _____ (Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

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

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

Date:
Place:

UNPRICED BILL OF QUANTITY

Supply, installation, testing and commissioning of X-Ray Baggage Scanner System for Bank's Office building at Kanpur

Sr. No	Description of items	Qty.
1	<u>Capital Cost (A)</u> Supply, Installation, testing and commissioning of X-Ray Baggage Scanner System with accessories such as Input and output Roller, small UPS with battery backup of 15min., Combined test piece (CTP)/Test Bag/Necessary furniture for PCs, monitor etc. as per specification and inclusive of all software updates and including all taxes, duties, insurance, transportation etc.	02 Sets
2	<u>Comprehensive AMC charges (B)</u> Comprehensive AMC charges in Rupees per annum after completion of defect liability period of one year. Rate should be inclusive of all taxes, duties, transportation etc. as mentioned in tender Part - I	02 Set
3	Rebate for taking away the following old X-Ray Baggage Inspection Scanner (XBIS) System on as is where is basis	01 Set

Evaluation of tender will be based on TCO where $TCO = A+B*MF$ (MF = 7.05)

DATE:

PLACE:

Signature

Name of the CONTRACTOR

SEAL