



November 11, 2022

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi

GM(O-I-C), Reserve Bank of India, Ranchi invites e-Tender through MSTC Portal for **Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi**. The e-Tender along with the detailed tender notice will be available on MSTC website ["https://www.mstcecommerce.com/eprhome/rbi"](https://www.mstcecommerce.com/eprhome/rbi) and on the Bank's website <https://www.rbi.org.in> under the menu "Tenders" on **November 15, 2022, 11:00 noon onwards**.

2. All the interested bidders must register themselves with MSTC Portal through the above referred website to participate in the e-Tendering process.

3. The estimated cost of the work is **₹15,50,000/- (approx. including GST)**, however the actual amount may vary.

4. The schedule for the e-Tendering process is as under:

Sl. No.	Activity	Tentative date
1.	Date of Press-Web Advertisements	November 11, 2022
2.	e-Tender No.:	RBI/Ranchi/Estate/262/22-23/ET/390
3.	Name of the Work:	Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi
4.	Mode of Tender:	e-Procurement System, Online (Part I – Techno-Commercial Bid and Part II - Financial Bid) through the website https://www.mstcecommerce.com/eprhome/rbi
5.	Date & time from which NIT (along with complete tender documents) will be available to the parties to download at website https://www.mstcecommerce.com/eprhome/rbi and Tender section of https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx	November 15, 2022 11:00 hrs. onwards
6.	Date and venue of the Pre-Bid Meeting (offline):	November 21, 2022 at 11:00 hrs. Venue: - Estate Dept. Reserve Bank of India, R.R.D.A Building 4 th Floor, Kutcheri Chowk, Ranchi (Jharkhand)-834001.
7.	Estimated cost of the work:	Rs. 15,50,000/- (Rupees fifteen Lakh fifty thousand only)



8.	Earnest Money Deposit (EMD):	EMD of Rs. 31,000/- shall be paid through NEFT, details of NEFT: Beneficiary name: Reserve Bank of India, Ranchi ; IFSC: RBISORNPA01 (Numeric Zero at 5 th and 10 th place from left); A/c no.- 186003001 . Proof of remittance with transaction number (scanned copy) shall be attached / uploaded. The bidders are also advised to send the proof of remittance with transaction details (scanned copy) to estateranchi@rbi.org.in till 14:00hrs., December 05, 2022 . Please mention your company name in NEFT transaction remarks. or EMD shall be deposited in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the e-Tender form, needs to be submitted in person to Estate Dept. Reserve Bank of India, R.R.D.A Building, 4 th Floor, Kutchery Chowk, Ranchi (Jharkhand)- 834001 before 14:00 hrs. on December 05, 2022 .
9.	Last date of submission of DD/ Bank Guarantee for EMD:	Till 14:00 hrs., December 05, 2022
10.	Performance Bank Guarantee (PBG):	10 % of Contract amount.
11.	Time allowed for completion of the work which shall be reckoned from the 10th day of issue of the letter of acceptance of tender:	45 Days
12.	Bidding start date of Techno-commercial Bid and Financial Bid at https://www.mstcecommerce.com/eprochome/rbi	11:00 hrs. onwards, November 21, 2022
13.	Last date for submission of relevant documents for eligibility (By post at Estate Dept. Reserve Bank of India, R.R.D.A Building, 4th Floor, Kutchery Chowk, Ranchi (Jharkhand)- 834001 or By email at estateranchi@rbi.org.in)	Till December 02, 2022, upto 17:00 hrs.
14.	Date of closing of online e-Tender for submission of Techno-commercial Bid and Financial Bid:	Till 14:00 hrs., December 05, 2022
15.	Date & Time of opening of Part-I (i.e., Techno-Commercial Bid):	15:00 hrs., December 05, 2022



16.	Date & Time of opening of Part- II (i.e., Financial Bid):	Will be communicated to all the eligible bidders/contractors.
17.	Transaction fees:	Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.
18.	Tender fees for download from portal:	Nil.

5. The part II (price bid) of such bidders/contractors who are found eligible after scrutiny of their Part I of the tenders, will be opened on a subsequent working day which will be intimated to all the eligible bidders/contractors. The Bank reserves the right to accept or reject any or all e-tenders without assigning any reasons therefor.

Note: All the tenderers may please note that any addendum / corrigendum to the e-tender, if issued in future, will only be notified on the Bank's website and MSTC Website as given above and will not be published in the newspaper.

GM(O-I-C)
RBI, Ranchi

November 11, 2022



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
RANCHI**

Notice Inviting e-Tender

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi

1. e-tenders in two parts (part-I and II) are invited for "Supply, Installation, Testing and commissioning of X-Ray Baggage Scanner for Bank's Office Building at RBI, Ranchi". The work is estimated to cost Rs.15,50,000/- and is to be completed within 45 days. This e-tender shall be applicable to the firms complying the following eligibility criteria.

2. 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 5 years (i.e., during last 5 years ending last day of month previous to the one of which application are invited) 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.

AND

- (iii) Have executed successfully similar works viz. SITC of X-Ray Baggage Scanner System for large office buildings / commercial Estate / industrial houses during last 5 years ending last day of month previous to the one of which application are invited should be either of the following
(a) Three works each costing not less than the amount equal to 40% of the estimated cost **or** (b) Two works each costing not less than the amount equal to 50% of the estimated cost **or** (c) One work costing not less than the amount equal to 80% of the estimated cost.

AND

- (iv) Have a minimum yearly turnover of 100% of the estimated cost during the last 3 years.

AND

- (v) Full fledged service setup should be available for the specified job either at the

concerned centre or at nearby city/place wherefrom required quality after sales services can be regularly provided.

AND

- (vi) Should furnish solvency certificate issued by the Applicant's banker specifically for the purpose of the work, for an amount of 100% of the estimated cost ([Annexure-III](#))

3. The e-tender forms will be applicable only to the firms having the following qualification will be eligible for participating in the e-tendering process. The firm shall submit relevant documents to satisfy the Bank about their eligibility for participating in the e-tendering process.

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

(g)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost (s) of executed work (s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/authorities/departments under whom the work(s) was/were executed should be furnished.
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4. In the event of intending tenderer's failure to satisfy the Bank's criteria; the Bank reserves the right to refuse issuance of e-tender forms / documents to them.

5. e-Tender documents will be available at MSTC website i.e., www.mstcecommerce.com on November 15, 2022, at 11:00 Hrs. This e-Tender needs to be mandatorily filled up / online submission through MSTC website i.e., www.mstcecommerce.com. Deadline for filing up and submitting the e-Tender is upto 14:00 Hrs. on December 05, 2022. Part I of the e-Tender will be opened on December 05, 2022 at 15:00 Hrs. Detailed guideline to on the process to submit e-Tender by the vendors have been mentioned in [Annexure 1](#) following the **Schedule of Tender (SOT)**. After scrutiny of part I of the e-Tender document along with supporting documents, if any of the contractors is not found to possess the required eligibility, their e-Tenders will not be accepted by the Bank for further processing.

6. Filled and signed Tender documents (i.e Part-I only) in prescribed form shall be uploaded on MSTC website. Part-I of the e-Tender will contain the Bank's standard technical and commercial conditions for the proposed work and Tenderers' covering letter. However, an EMD of **₹31,000/-** shall be paid through NEFT, details of NEFT: Beneficiary name: Reserve Bank of India, Ranchi; IFSC: **RBIS0RNPA01** (Numeric Zero at 5th and 10th place from left); A/c no.- **186003001**. Proof of remittance with transaction number (scanned copy) shall be attached / uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to estateranchi@rbi.org.in before 14:00 Hrs. on December 05, 2022 or EMD shall be deposited in the form of an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma which is available in the e-Tender form, needs to be submitted in person to Estate Dept. Reserve Bank of India, R.R.D.A Building, 4th Floor, Kutchery Chowk, Ranchi (Jharkhand)- 834001 before 14:00 Hrs. on December 05, 2022. Part-II (Price bid) shall be opened of the eligible tenderer on a subsequent date which will be intimated to the tenderers by a system generated mail / message.

7. Part I of the tenders will be opened at 15:00 hours on December 05, 2022 and Part-II will be opened of the eligible tenderer on a subsequent date which will be intimated to the tenderers in advance.

8. The applicants / Tenderers have to submit in a sealed envelope / cover

- a. Client's certificate as per format at [annexure-VI](#) from at least two of their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.
- b. Banker's certificate as per format at [annexure III](#) from their banker/bankers.

9. The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive engineer/Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates.

Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

The Bank shall evaluate the said reports before evaluation of price bid (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 and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

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

Ranchi

Date: November 11, 2022.

GM (O-i-C)
RBI Ranchi

SCHEDULE OF TENDER (SOT)

Sl. No.	Activity	Tentative date
1.	Date of Press-Web Advertisements	November 11, 2022
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4.	Mode of Tender:	e-Procurement System, online (Part I – Techno-Commercial Bid and Part II - Financial Bid) through the website https://www.mstcecommerce.com/eprochome/rbi
5.	Date & time from which NIT (along with complete tender documents) will be available to the parties to download at website https://www.mstcecommerce.com/eprochome/rbi and Tender section of https://www.rbi.org.in/Scripts/BS_ViewTenders.aspx	November 15, 2022 11:00 hrs.onwards
6.	Date and venue of the Pre-Bid Meeting (offline):	November 21, 2022 at 11:00 hrs. Venue: - Estate Dept. Reserve Bank of India, R.R.D.A Building 4 th Floor, Kutchery Chowk, Ranchi (Jharkhand)-834001.
7.	Estimated cost of the work:	Rs. 15,50,000/- (Rupees fifteen Lakh fifty thousand only)
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		form, needs to be submitted in person to Estate Dept. Reserve Bank of India, R.R.D.A Building, 4 th Floor, Kutchery Chowk, Ranchi (Jharkhand)- 834001 before 14:00hrs. on December 05, 2022.
9.	Last date of submission of DD/ Bank Guarantee for EMD:	Till 14:00 hrs., December 05, 2022
10.	Performance Bank Guarantee (PBG):	10% of Contract amount.
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17.	Transaction fees:	Charges for participation in e-procurement will be made to M/s MSTC Ltd. through MSTC Gateway/NEFT/RTGS in favor of MSTC Limited or as advised by M/s MSTC Ltd.
18.	Tender fees for download from portal:	Nil.

Annexure-1

Important instructions for e-procurement

This is an e-procurement event of MSTC LTD. You are requested to read the terms & conditions of this tender before submitting your online tender. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1. Process of e-tendering

(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 Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: The price bid and the commercial bid has to be submitted on-line at <https://www.mstcecommerce.com/eprochome/rbi>

(1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → Psu / Govt. depts. → Click On RBI → Register as Vendor Filling up details and creating own user id and password → Submit.

(2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. Bidders are advised to refer to the VENDOR GUIDE and VIDEO GUIDE available under "VIEW VIDEO" Link at www.mstcecommerce.com/eprochome for detailed guidance. In case of further clarification, please contact MSTC, (before the scheduled time of the e-tender).

Contact person (RBI):

Shri Praveen Soreng – Telephone Number- **7542976333**

Contact person (MSTC):

- a) Mr. Pritam Biswas - pbiswas@mstcindia.co.in; Mobile-**9903248755**
- b) Mr. Basant Kumar Nayak- bknayak@mstcindia.co.in; **98317374257**
- c) Ms. Shruti Sachan - ssachan@mstcindia.co.in; Mobile-**9532310097**
- d) Telephones for Technical Assistance: **033-23400020/033-23400021/033-23400022**
- e) Email for Technical Assistance: helpdeskho@mstcindia.in
- f) Google hangout ID- (for text chat)- mstceproc@gmail.com

(B) System Requirement: -

- i) Windows 7 and above Operating System
- ii) IE-9 and above Internet browser.
- iii) Signing type digital signature

	<p>iv) JRE 8 update 161 and above software to be downloaded and installed in the system (File Name- Windows X86 Offline) To enable ALL active X controls and disable 'use pop up blocker' under Tools →Internet Options→ custom level Bidders are advised to refer to the "Vendor Guide" and a "Video Guide" before proceeding with the tendering process.</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno Commercial Bid is found to be Techno-Commercially acceptable by RBI. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid e-mail confirmed by them.</p> <p>Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4.	<p>Vendors are instructed to use Attach Documents link in bidding floor to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 4 MB. For further assistance please follow instructions of vendor guide. 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. 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.	<p>All notices and correspondence to the bidder(s) shall be sent by e-mail only during the process till finalization of tender by RBI. Hence the bidders are required to ensure that their corporate e-mail I.D. provided is valid and updated at the stage of registration of vendor with MSTC (i.e., Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate)</p>
6.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</p>

	<p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see Website www.mstcecommerce.com/eprhome/rbi of MSTC Ltd.</p>
<p>7.</p>	<p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p>
<p>8.</p>	<p>Bidding in e-tender:</p> <p>(a) Bidder(s) need to submit necessary EMD to be eligible to bid online in the e-tender. No interest will be paid on EMD.</p> <p>(b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>(c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →Psu /Govt. depts. →RBI Vendor Login →My menu→ Auction Floor Manager→ live event →Selection of the live event→ Techno Commercial Bid.</p> <p>(d) The bidder should allow to run an application namely enApple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>(e) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Submit" button to register their bid.</p> <p>NOTE: - The Techno-Commercial Bid & price bid cannot be revised once the "Final Submission" button has been clicked by the bidder.</p> <p>(f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>(g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>(h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>(i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply. Such successful tenderer shall be called hereafter supplier.</p> <p>(j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>(k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p>

	<p>(l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>(m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee (both in figure and word) as per UOM indicated in the e-tender floor/tender document.</p>
9.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
10.	No deviation to the technical and commercial terms & conditions are allowed.
11.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
12.	RBI has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15.	The bid will be evaluated based on the filled-in technical & commercial formats
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders.



संपदा विभाग
Estate Department
भारतीय रिजर्व बैंक ,राँची
Reserve Bank of India, Ranchi

e-Tender For

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

Part -I

Name of Tenderer: _____

Address: _____

Date of Pre-Bid Meeting	November 21, 2022 at 11:00 Hrs.
Venue	Estate Department, Reserve Bank of India, R.R.D.A Building, 4 th floor, Kutchery Chowk, Ranchi (Jharkhand) – 834001
Last date and time for Submission of e-Tender	December 05, 2022 upto 14:00 Hrs.
Date of opening of Part- I of e-Tender	December 05, 2022 at 15:00 Hrs.

This document is the property of Reserve Bank of India (RBI). It may not be copied, distributed or recorded on any medium, electronic or otherwise, without the RBI's written permission thereof, except for the purpose of responding to RBI for the said purpose. The use of the contents of this documents, even by the authorized personnel / agencies for any purpose other than the purpose specified herein, is strictly prohibited and shall amount to copyright violation and thus, shall be punishable under the Indian Law.

Disclaimer

Reserve Bank of India, Estate Department, Regional Office, Ranchi has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by Reserve Bank of India in submitting the e-tender. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

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Section-I
Form of e-Tender

To,
The Regional Director
Reserve Bank of India
Estate Department,
Ranchi.

Place:-

Date:-

Madam / Dear Sir,

We have carefully examined the specifications, designs and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the installation site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the e-Tender. We hereby offer to execute the works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the attached Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the Tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

MEMORANDUM

(a)	Description of works	Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi.
(b)	Estimated cost	Rs. 15,50,000/-
(c)	Mode of payment	As per clause 3.12 of General Instructions to Tenderers and Special Conditions.
(d)	Earnest Money	Rs. 31,000/-
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of e-Tender.	45 days

2. We also agree that our e-Tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the e-Tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of e-Tender, as per enclosed proforma ([Annexure-V](#)).

3. Should this e-Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the e-Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the e-Tender together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the e-Tender either in full or in part without assigning any reason therefor. We have deposited a sum of **Rs. 31,000/-** as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

5. The e-Tender is submitted in two parts in separate sealed envelopes. Part I contains all commercial terms and conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2022.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

(Certified true copy of the Power of Attorney of the above signatory should be enclosed).

Witnesses

(1) Signature with _____
name, address and date _____

(2) Signature with _____
name, address and date _____

Section-II
ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made the _____ day of _____, between the Reserve Bank of India, having its Office at Ranchi (hereinafter called "THE EMPLOYER") of the one part and _____ (hereinafter called "THE CONTRACTOR") of the other part.

WHEREAS the Employer is desirous of doing the work of Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi and specifications describing the work to be done.

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

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Specifications and included in the said Schedule of Quantities at the respective rates therein set forth amounting to the payable thereunder (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 time and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work shown upon the said Drawings and described in the said Specifications and the Schedule of Quantities.
2. The Employer shall pay the Contractor the said Contract Amount i.e Rs.----- inclusive of GST amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions.
3. In the said Conditions herein before mentioned, the General Manager / Deputy General Manager, Reserve Bank of India, Ranchi shall act on behalf of the Employer.
4. The said Conditions and Appendix thereto and the correspondence attached hereto shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by and submit themselves to the said Conditions and the correspondence and perform the agreements on their part respectively in the said Conditions and the correspondence contained.
5. The plans, agreement and documents mentioned herein shall form the basis of this contract.
6. This Contract is an item rate contract to be paid for according to the completion of work as contained in Schedule of Quantities or as provided in the said conditions and all as per specifications.
7. The Contractor shall afford every reasonable facility for carrying out of all works of other

Contractors appointed by the Employer and shall make good any damages done to walls, floors etc. after the completion of such works.

8. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work/job from the date of issue of formal work order as provided for in the said conditions and to complete the entire work specified within 45 days from 10th day of date of award letter subject to nevertheless to the provisions for extension of time.

9. All payments by the Employer under this Contract will be made only at New Delhi.

10. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Ranchi and only Courts in Ranchi shall have the jurisdiction to determine the same.

11. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

12. 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 payable, as given below, by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor.

Sl no.	Events	Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	24 hours	Rs.500/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	Rs.200/- per day

13. All disputes arising out of or in any way connected with this Agreement shall be deemed to have arisen at Ranchi and only courts in Ranchi shall have jurisdiction to determine the same.

14. Prevention of 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.

15. 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.

16. NON-DISCLOSURE and Indemnity CLAUSE during the execution of work, DLP and CAMSC 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.

17. That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to

these presents and two duplicates hereof the day and year first hereinabove written.

(If the Contractor is a partnership or an individual)

IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first herein above written.

(If the Contractor is a Company)

Signature Clause

SIGNED AND DELIVERED by the
Reserve Bank of India by the hand of

(Name and Designation)

Shri

.....

In the presence of

Witnesses

1.

Address:

.....

2)

Address:

.....

SIGNED AND DELIVERED by If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners

In the presence of
Witnesses

1)

Address:

.....

2)

Address:

.....

The COMMON SEAL OF

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

In the presence of
Witnesses

1)

2)

Directors, who have signed If the Contractor signs under seal, the signature clause should tally with the sealing clause in the Articles of Association.

In the presence of
Witnesses

1)

2)

SIGNED AND DELIVERED BY the If the Contractor is signing by the hand of Power of Attorney, whether a company or an individual.

Shri duly constituted attorney.

Section-III

General Instructions to Tenderers and Special Conditions

3.0 Submission of Tender: -

The e-Tender shall be submitted online. The tender will be in two parts i.e. Part I containing technical specifications of equipment's offered, and the terms and conditions (Rates & Amounts of items shall not appear anywhere in this part) and Part II containing only rates of items and amounts stated in figures and words. Part II does not contain any terms and conditions and shall be submitted through online. Part I of tenders will be opened at 15:00 hrs on December 05, 2022. Part II of the tenders will be opened on a subsequent date under intimation to all the tenderers. Telegraphic, Fax and e-mail tenders will not be accepted. All copies of the tenders should be complete in all respects with all attachments/ enclosures/ annexures. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature.

3.1 Tenderers are advised to use only the forms (tender books) available in the website. Each page of the forms shall be signed and returned / uploaded.

3.2 Tenderers are advised to submit tender on MSTC website (www.mstcecommerce.com) within the stipulated time schedule.

3.3 If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head / paper. Each page of the forms shall be signed and submitted / uploaded. The tender should be uploaded online within the stipulated time / date i.e., till 15:00 Hrs on December 05, 2022.

3.4 Part I – Technical & Commercial

3.4.1 Part I – Shall contain the unpriced tender consisting of complete technical specification including documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, makes of materials, technical description. The NEFT details shall be uploaded with the tender / mail to estateranchi@rbi.org.in or Bank Guarantee in lieu of EMD shall be submitted in person to Estate Dept. Reserve Bank of India, R.R.D.A Building, 4th Floor, Kutchery Chowk, Ranchi on or before 15:00 Hrs on December 05, 2022.

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

- i) Details of NEFT and Bank Guarantee in lieu of Earnest money shall be submitted in person to Estate Dept. Reserve Bank of India, R.R.D.A Building, 4th Floor, Kutchery Chowk, Ranchi within the above cited time line.
- ii) Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- iii) Any other technical information the tenderer wishes to furnish.
- iv) List of deviations, if any, in commercial terms and conditions.

- v) List of deviations, if any, in technical specification.
- vi) Detailed proposed **layout drawing** and full equipment details.
- vii) A letter from the Original Equipment Manufacturer (OEM), authorizing the bidder to participate in this e-tender.
- viii) **Product support for eight (8) years is desired.** Tenderer shall specifically indicate the product support offered against this tender & submit an undertaking in this regard.
- ix) The tenderer should have maintenance set-up at Ranchi. Address & telephone / fax nos. of maintenance set-up shall be indicated.
- x) Technical data sheet as given under **Section-VII** shall be filled up giving full information.
- xi) Other Certificates / Declarations as per Annexures enclosed to be submitted.

3.4.2 **Pre-qualification 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 having the following qualification will be eligible for participating in the e-tendering process.

1	Duration of past experience	The firm as mentioned above who have minimum 5 years (i.e during last 5 years ending last day of month previous to the one of which application are invited) of experience of executing similar works i.e. supply, installation, testing and commissioning of X-Ray Baggage Scanner System. Applicant should furnish their client list showing the details of work carried out by them during the last 5 years. The list shall include details such as Name of the Client, Value of work executed, Date of Start and Finish of the work, Reasons of delay, if any, etc. The Applicant should submit documentary evidence in support of minimum experience of 5 years.
2	Minimum value of each completed work (qualifying)	Experience of having successfully completed similar works i.e. supply, installation, testing and commissioning of X-Ray Baggage Scanner system during last 5 years ending last day of month previous to the one of which applications are invited should be either of the following: (a) Three completed works each costing not less than the amount equal to 40 % of the estimated cost or (b) Two completed works each costing not less than the amount equal to 50 %

		of the estimated cost or (c) One completed work costing not less than the amount equal to 80% of the estimated cost
3	Yearly Turnover	100% of estimated cost or more during the last three financial years ending 31st March 2022.
4	Solvency	Should furnish solvency certificate issued by the Applicant's banker, specifically for the purpose of the above work for an amount equal to estimated cost
5	Service setup	Full-fledged service setup should be available for the specified job either at the concerned centre i.e at Patna or at nearby city/place wherefrom required quality after sales services can be regularly provided.

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

3.4.4 The tenderers are advised to upload the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

3.4.5 The tenderers shall upload full details of the patent, trade mark, registered design, intellectual property rights, copy rights, industrial property rights held by them or used by them of any third party with regard to design or any part of the system.

3.4.6 All information, correspondence letters shall be submitted in duplicate and addressed to GM (O-i-C), Reserve Bank of India, Estate Dept., R.R.D.A Building, 4th Floor, Kutchery Chowk, Ranchi (Jharkhand)- 834001.

3.5 Part II -Price bid: - Part II containing price bid.

(a) This part shall contain prices in Indian Rupees only as per format (Part II) given in the e tender. No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the tender will not be taken into account and will be treated as null and void.

(b) Rates should be quoted in columns specified through online process. No request for any change in rate or conditions after the opening of the part II tender will be entertained.

(c) The rates quoted shall be inclusive of insurance, transportation etc. and exclusive of GST. However, the bidders shall quote applicable GST in respective rows, failing which the bids are liable to be rejected without any further correspondence. In case the bidders are having any partial or full exemption from payment of GST, the same should be supported by applicable certificate issued by competent authority. Further, the evaluation of bids shall be on base rate only. The rate shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

(d) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable.

3.6 Pre-Bid Meeting

A pre-tender briefing meeting of the intending tenderers will be held at 11.00 AM on November 21, 2022 to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. **All communication regarding points requiring clarifications shall be given in writing to GM (O-i-C), Reserve Bank of India, Ranchi the intending tenderers before 11:00 AM on November 21, 2022.** It is mandatory for the intending firms to attend the pre bid meeting to get clarification from the Bank. No request for change in the date of Pre-bid meeting will be entertained. After Pre-bid meeting submission of any deviations in the tender conditions along with Part-I of the tender is liable for rejection of the tender.

3.7 Opening of e-Tender: -

Part-I of the e-tenders will be opened on December 05, 2022 at 15.00 Hrs. through system. Price bid (Part II) of only such of those tenderers who are found eligible after scrutiny of their Part –I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers.

3.8 Scope of Work: -

The scope of work shall include the followings.

- a) Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner for Bank's Office Building at RBI, Ranchi.
- b) Delivery of all equipment's / materials to Bank's site at Ranchi including packing, handling, transporting, insurance, loading/unloading at site in Ranchi.
- c) Providing all-inclusive service including all spares, etc. during warranty period
- d) Providing Comprehensive AMSC during post warranty period.
- e) The tenderer should indicate in his tender the complete description of the working of the system/sub systems and their power requirements with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications:
- f) The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.

3.9 Validity of e-Tender:-

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

3.10 Lowest e-tender not necessarily to be accepted: -

- a) The Bank is not bound to accept the lowest or any tender or to assign any reason for non-

acceptance.

b) The tenderer whose e-tender is not accepted shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of e-tenders, even though the Bank may elect to modify/withdraw the tender

3.11 Earnest Money, Security Deposit & Security during Defect liability period and Comprehensive Annual Maintenance contract period: -

3.11.1 All Tenderers shall deposit Earnest Money of Rs. 31,000/- through NEFT, details of NEFT: Beneficiary name: **Reserve Bank of India, Ranchi**; IFSC: **RBIS0RNPA01** (Numeric Zero at 5th and 10th place from left); A/c no.- **186003001**. Proof of remittance with transaction number (scanned copy) shall be attached / uploaded. The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to estateranchi@rbi.org.in before 14:00 Hrs. on December 05, 2022. **Please mention your company name in NEFT transaction remarks.** The Earnest Money Deposit (EMD) is also acceptable in Bank Guarantee in the form prescribed by the Bank in Annex.

The EMD deposited of all the tenderer other than successful tenderer shall be refunded on expiry of bid validity (including extended validity) or on award of work to the successful tenderer whichever is earlier. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash.

The EMD of successful tenderer shall be released on acceptance of the tender **and** on production of a new Bank Guarantee called "**Performance Bank Guarantee (PBG)**" from any scheduled bank in the form prescribed by the Bank in Annex towards security deposit for due fulfilment of the contract.

The EMD of successful tenderer shall either be retained as security Deposit or be refunded on obtaining a Performance Bank Guarantee (PBG) for the specified amount from the successful tenderer as stipulated in the tender.

On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding Contract between the Reserve Bank of India and the person so tendering, whether such formal agreement is or is not subsequently executed.

EMD will be forfeited in the following situations: a) If the vendor / contractor withdraws bid after opening of the commercial bid. b) If the vendor / contractor fails to commence the work awarded to him / her within the prescribed time limit.

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

3.11.3 a) **Performance Bank Guarantee (PBG) as security deposit for completion period: -**

On award of the work, the successful tenderer shall furnish an amount equal to **10% (Ten percent)** of the contract value in the form of a Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards security deposit for the due fulfilment of the Contract. This Performance Bank Guarantee (PBG) shall be initially valid for a period of Contract duration plus three (3) months and shall be suitably extended till final completion of the work plus three (3) months in case of extension of contract period. The Bank Guarantee towards the Earnest Money Deposit (EMD) furnished at the time of submission of tender will be returned thereafter. **Such Performance Bank Guarantee (PBG) should be submitted to the Bank within 15 days of the issue of work order.**

If the tenderer fails to furnish the Performance Bank Guarantee within stipulated time period, their tender is liable to be cancelled and the EMD deposited shall be enforced without prejudice for further loss or damage.

The Bank Guarantee towards EMD shall be suitably extended, if necessary, the successful tenderer till the date fixed by the Bank for furnishing the PBG towards security deposit for the due fulfilment of the contract.

b) **Bank Guarantee towards defect liability period and CAMSC (ie. Comprehensive Annual Maintenance Service Contract) period: -**

After completion of the work, validity of PBG may be extended till one year from the date of Virtual completion or the successful tenderer shall furnish an amount equal to 10% (Ten percent) of the contract value in the form of BG (Bank Guarantee) from any schedule Bank in the form prescribed by the Bank as per [Annexure-I](#) towards Security Deposit for the due fulfilment of the terms and obligations of the DLP and CAMSC contract

This 10% BG should be initially valid for a period of one year from the date of Virtual completion

and after that it shall be further extended for an equal reduced amount annually for due fulfilment of the CAMSC contract condition for a further period of 7 years.

The Bank reserves the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of DLP and CAMC set out in the tender at any time during the currency of committed period of 8 years [DLP-1 year and CAMSC: 7 year].

3.12 Terms of payment:-

The payment for the works to be executed under this contract shall be made as follows and no variation in the mode of payment will be acceptable to the Reserve Bank of India. The payment will be made as follows:

1) 60% of the quoted rate on pro-rata basis against delivery of materials at site after checking the same and on submission of the following documents:

a) Manufacturer's Inspection and Test Certificates
b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.

c) Policies of insurance covering all the risk during transit, storage, installation, commissioning & handing over including third party liabilities as per e-Tender conditions.

2) Balance 25% of the quoted rates against erection and testing.

3) Balance 15% of the quoted rates after commissioning and handing over of the entire system and submission of BG as per clause 3.11.3.

The pro rata payment against all-inclusive upkeep & Maintenance contract shall be made half yearly on submission of the bill towards the same after completion of satisfactory services and on confirmation of the committed production of power along with required tests / reports.

3.13 Taxes: -

The rates should be quoted exclusive of GST. However, the bidders shall quote applicable GST in respective rows, failing which the bids are liable to be rejected without any further correspondence. In case the bidders are having any partial or full exemption from payment of GST, the same should be supported by applicable certificate issued by competent authority. Further, the evaluation of bids shall be on base rate only. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.14 Insurance: -

The contractor shall, within 14 days from the date of commencement of the works, insure the works at his cost and keep them insure until the virtual completion of reworks, against loss or damage by

fire with an office in the joint names of the employer and the contractor (**the name of the former i.e. RBI being placed first in the policy**) for the full amount of the contract. Such policy shall cover the property of the "Employer" only. The contractor shall deposit the policy and receipts for the premium with the employer within twenty-one days from the commencement of the works. In default of the contractor, insuring as provided above, the employer may so insure the works and may deduct the premium paid from any moneys due, penalty etc., or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall as soon as the claim under the policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in same manner as though the fire had not occurred and in all respects under the same conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire shall be entitled to such extension of time for completion as deems fit.

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

- Storage, erection, testing and commissioning policy.
- Transit insurance for transportation from manufacturer's works to site (by Air/sea/Road etc. as applicable).
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of Rs.10.00 lakh and with a limit of Rs. 2 lakh per accident.

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

3.15 Completion Period: -

3.15.1 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 the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract.

3.15.2 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.

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

3.16 Warranty / Defects Liability Period.

The equipment's supplied & installed i.e., the entire work, shall be guaranteed against all types of defects for a period of one year from the date of handing over of the equipment to the Bank. Any defects found in the system/sub-assemblies within the guarantee period shall be rectified / replaced by the tenderer free of cost. During this period, servicing at quarterly interval or earlier, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility available at the places of installation and technical set-up and the telephone number and address of their service centre. The tenderers shall indicate details such as the service centre from which the proposed systems will be serviced, the staff strength at that centre and the availability of spares for the system at that centre.

The tenderers shall also quote their charges for providing all-inclusive comprehensive maintenance service applicable after the expiry of the one-year guarantee period / DLP. The scope of the contract will include at least FOUR servicing/ preventive maintenance at quarterly intervals in a year and ANY NUMBER of breakdown calls round the clock. Preventive maintenance should include all the activities as recommended by the OEM include testing to ensure all safety interlocks, warning lamps, light curtains and sensors are functioning properly. It may be noted by the tenderers that the Bank will not provide any kind of assistance in the form of man/material/transport etc and the tenderers will have to make their own arrangements for deputing the required skilled manpower including all necessary spares for setting right the reported/observed defects. The quoted AMC rate shall remain firm and valid for a period of one year from the date of expiry of guarantee period without any escalation. Payment for CAMSC shall be on half yearly basis on rendering satisfactory service. The service contract shall be renewed for an additional period of at least 6 years after the initial contract CAMSC period of 1 year. In other words, an assured life and service support will be provided for a total of 8 years period after commissioning and handing over of the system for use. At the time of renewal of contract after the expiry of the initial validity period of one year and for all subsequent years, the new contract amount will be arrived at based on following formula.

$$A_C = A_P \{15+60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$$

A_C The contract amount for the current year

A _P	The contract amount for the previous year
EPI _C	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the current year
EPI _P	Wholesale Price Index for Electrical Products 6 months prior to the commencement date of contract for the previous year
CPI _C	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year
CPI _P	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

During the period of Contract the system shall be serviced and maintained as per frequency described in the contract agreement for AMC to ensure that all the system equipment's are functioning normally and satisfactorily. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station. 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 payable, as given below, by the contractor on demand or shall be recovered from any dues payable by the Bank to the contractor.

		Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	24 hours	Rs.500 per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	Rs.200/- per day

3.17 Evaluation of Tenders: -

Tenders will not only be evaluated on the basis of capital cost but also taking into account the rates quoted for Comprehensive Annual Maintenance Service Contract for a period of 7 years after one year guarantee period (i.e., DLP). Tenders will therefore be evaluated based on the Total cost of ownership (TCO) which will be arrived at as under.

Total cost of ownership (TCO) = Net Capital Cost [Cost of new equipment's] + [NPV factor for CAMSC X Charges for CAMSC per annum.]

i.e., Total cost of ownership (TCO) = Net Capital cost [Cost of new equipment] + [5.63212859 X

quoted per annum cost for CAMSC.]

For calculating the NPV of Comprehensive Annual Maintenance Service contract the following factors will be applied:

(a)	Escalation	5% per annum
(b)	Discount factor	8% per annum
(c)	Period of CAMSC	7 years (after guarantee period of one-year i.e DLP)
(d)	Payment terms of CAMC	Half yearly payment after satisfactory completion of service.

3.18 Packing and Dispatch: -

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at the Bank's Main office building, Ranchi.

3.19 Signing of Contract Agreement: -

a) The General instructions to the tenderers and special conditions, conditions herein before referred to Conditions of Contract and Technical Specifications and drawings enclosed with the tender documents, the subsequent correspondence exchanged between the Bank and the tenderer and the work order placed shall be the basis of the final contract to be entered into with the successful tenderer.

b) The Tenderer shall go through the terms and conditions given in the general conditions of contract herewith and his offer shall be strictly in line with the terms specified therein. No deviation from the terms and conditions specified shall be acceptable. Each page of the tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

c) The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.

d) On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.

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

3.20 Language

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

3.21 Right to Accept Part Tender

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

3.22 Import License

Import License if required will be obtained by the Tenderer. All necessary documents/fees required to be submitted/paid to the relevant authorities, for obtaining the import license shall be the sole responsibility of the tenderer.

3.23 Adherence to Specifications

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

3.24 Acquaintance with the site of work

The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine, 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 appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

3.25 Schedule of quantities

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

3.26 Not entitled for any compensation

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

3.27 Bound to carry all items of the work

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

3.28 Provision of Rule 144(Xi) of the GFR 2017:

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 revision 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 in [Annexure-VII](#).

If this Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her its tender / work order will be immediately terminated, and any 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 the tenderer with Seal

Safety Code

1. First-aid appliances, including adequate supply of sterilized dressings and cotton wool, shall be maintained in a readily accessible place.
2. The injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
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 not less than 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used, an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of the trench, whichever is more. All trenches and excavations shall be provided with necessary minimum height shall be one metre.
6. Every opening in the floor of a building or a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so over-loaded with debris or materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement, mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. No paint containing lead or lead products shall be used except in the form of paste or readymade paint.
11. Suitable face masks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
12. Hoisting machines and tackles used in the work, including their attachments, anchorage and supports shall be in perfect condition.
13. The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

Place :

Date :

Signature of the tenderer with Seal.

Fire safety

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

Place:

Date:

Seal & Signature of the Tenderer.

Section- IV
The Conditions Hereinafter Referred To

4.1 Interpretation Clause

1. In construing these Conditions, the Specifications, Schedule of Quantities and Contract Agreement, the following words shall have the meanings herein assigned to them except where the subject or context otherwise required.

(a)	“Employer”	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b)	“Contractor” (in the case of a partnership)	“Contractor” shall mean _____ and ___ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	“Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
	(in the case of Company)	“Contractor” shall mean _____ a company incorporated under _____ 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 and Specifications etc. attached hereto and duly signed.

(e)	"Banks 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.
(f)	"Notice in writing"	Or written notice shall mean a notice in 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 to have been received when in the ordinary course of post it would have been delivered.
(g)	"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.
(h)	"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 a percentage or otherwise, then the net price 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 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.

(i)	"The works"	Shall mean the Supply and Installation and Commissioning of X-Ray Baggage Scanner system for Bank's Main Office Building at RBI, Ranchi for the Employer at Ranchi as provided herein.
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Word importing persons include firms and corporations. Word importing the singular only also includes the plural and vice-versa where the context requires.

4.2 **Scope of Contract**

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue written instructions, details, directions and explanations, which are hereafter collectively referred to as "Employer'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) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material here for.
- (c) The removal and/or re-execution of any works executed by the Contractor.
- (d) The dismissal from the works of any persons employed thereupon.
- (e) The amending and making good of any defects under Clause 4.17 hereof.

The Contractor shall forthwith comply with and duly execute any work comprised in such Employer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representatives upon the works by the Employer 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 Employer, such shall be deemed to be Employer's instructions within the scope of the Contract

4.3 **Variations to be approved by Employer**

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

4.4 **Schedule Of Quantities & Agreement**

The Contract shall be executed in triplicate and the Contractor shall be entitled to one executed copy for his use. Before the issue of the final certificate to the Contractor, he shall forthwith return to the Employer, Specifications to the Bank.

4.5 **Contractor to provide everything necessary at his cost**

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of 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 the reform.

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 electric supply and other companies and/or authorities with whose systems, the installation 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 Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, 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 No.4.13 thereof.

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

4.6.3 The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from 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**

The Contractor shall set out the works and shall be reasonable 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 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 Employer.

4.8 **Materials and workmanship to conform the descriptions**

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 Employer's instructions, and the Contractor shall upon the request of the Employer furnish him with all invoices, accounts receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test

of any materials which the Employer may require.

4.9 **Contractor's superintendence and representative on the works**

The Contractor shall give all necessary personal superintendence during the execution of the works, and as long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The Contractor shall also during the whole time the works are in progress, employ a competent representative who shall be constantly in attendance at the works while the men are at work. Any directions, explanations, instructions or notices given by the Employer to such representative shall be held to be given to the Contractor.

4.10 **Dismissal of Workmen**

The Contractor shall on the request of the Employer, immediately dismiss from the works, any person employed thereon by him who may, in the opinion of the Employer, be incompetent or misconduct himself and such persons shall not be again employed on the works, without the permission of the Employer.

4.11 **Assistant Manager (Tech) / Manager (Tech)**

The term "Assistant Manager (Tech)/Manager (Tech)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any 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 with the prior concurrence in writing of the Employer.

The Assistant Manager (Tech)/Manager (Tech) or the Employer shall have power to give notice to the Contractor or to 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 by the Assistant Manager/Manager (Tech) but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any stage of the works or after the same is completed.

4.12 **Schedule of Quantities**

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

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 4.15 hereof, shall be added to, or deducted from, the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's

Schedule of Rates.

4.13 **Sufficiency of Schedule of Quantities**

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

4.14 **Measurement of Works**

4.14.1 The Assistant Manager (Tech)/Manager (Tech) may from time to time intimate to the Contractor and the Employer that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified Agent to assist the Assistant Manager (Tech)/Manager (Tech) in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

4.14.2 Should the Contractor not attend or neglect or omit to send such Agent, then the measurement taken by the Assistant Manager (Tech)/Manager (Tech) shall be taken to be correct measurements of the works. Such measurements shall be taken in accordance with the Mode of Measurement detailed in the Specifications.

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

4.15 **Prices for extra etc. ascertainment of**

4.15.1 The Contractor may, when authorized by Employer, add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Employer shall, if confirmed by him in writing seven days, be deemed to have been given in writing

4.15.2 No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 4.5 hereof 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)	(i)	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.
	(ii)	Rates for all items, wherever possible, should be derived out of the rates given in the Priced Schedule of Quantities.

(b)	The net prices of the original tender shall determine the value of 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) hereof.
(c)	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 Employer 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 is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.
(d)	Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Bank's Employer at or before the end of the week following that in which the work has been executed.
The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix.	

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

Where in any Certificate (of which the Contractor has received payment) the Employer 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 Employer. The Contractor shall be liable for any loss of or damage to such materials.

4.17 **Removal of improper work**

The Employer shall, during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times, as may be specified in the order, of any materials which in the opinion of the Employer are not in accordance with the Specifications or the instructions of the Employer, 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 instruction, and the Contractor shall forthwith 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 the other persons to carry out the same, and all expenses consequent thereon, or incidental thereto shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may

become due, to the Contractor.

4.18 **Defects after virtual completion**

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, within 12 months from the date of commissioning of the system, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

4.19 **Certificate of virtual completion and Defects Liability Period**

The works shall not be considered as completed until the Employer has certified in writing that they have been virtually completed. The Defects Liability Period shall commence from the date of such Certificate.

4.20 **Insurance in respect of damage to person and property**

4.20.1 The Contractor shall be reasonable 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 or 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 ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold 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 legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.

4.20.2 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.

4.20.3 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 works or in consequences 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 Employer 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 expenses 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 Employer from time to time during the currency of the Contract.

4.20.4. 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 compensation or damages, arising therefrom.

4.20.5 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.

4.21 **Fire Insurance**

(a) The Contractor shall insure the works at his cost and keep them insured until the virtual completion of the work, against loss or damage by fire with in the joint names of the Employer and Contractor (the name of the former being placed first in the Policy), for the full amount of the contract and for any further sum if called upon to do so by the Employer, the premium of such further sum, being allowed to the Contractor as an authorized extra. Such policy shall cover the property of the Employer only and the Employer's and Surveyors' fees for assessing the claim and in connection with his services generally in the reinstatement and shall not cover any property of the Contractor or of any Sub-Contractor or employee. The Contractor shall deposit the Policy and receipts for the premia as specified unless otherwise instructed by the Employer. In default of the Contractor insuring as provided above, the Employer on his behalf, may so insure the works and may deduct the premia paid from any moneys due or which may become due to the Contractor without prejudice to the other rights of the Employer in respect of such default. In case it becomes necessary to suspend the works, the Contractor shall, as soon as the claim under the Policy is settled, or the work reinstated by the Insurance Office, should they elect to do so, proceed with all due diligence with the completion of the works in the same manner as though the fire had not occurred and in all respects under the same Conditions of Contract. The Contractor in case of rebuilding or reinstatement after fire, shall be entitled to

such extension of time for completion as the Employer deems fit.

(b) The amount so due as aforesaid shall be the total value of the works duly executed and of the Contract materials and goods delivered upon the site for use in works upto and including a date not more than seven days prior to the date of the said Certificate less the amount to be retained by the Employer (as hereinafter provided) and less any instalments previously paid under this Clause. Provided that such certificate shall only include the value of the said materials and goods as and from time to time as they are reasonably, properly and not prematurely brought upon the site and then only if properly stored and/or protected against weather.

4.22 **Date of Commencement and Completion**

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 Employer and he shall thereupon and forthwith being the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Employer may desire to delay) on or before the "Date of Completion" stated in the Appendix subject nevertheless to the provisions for extension of time herein after contained.

4.23. **Damages for Non-completion**

If the Contractor fails to complete the works by the date stated in the Appendix Here in before, Referred to or within any extended time under Clause 4.24 hereof and the Employer certifies in writing that in 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.

4.24 **Delay and Extension of Time**

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through 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 Specification or (e) by reason of Employer's instructions as per Clause 4. 2 hereof or (f) by reason of civil commotion, local combination 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 Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer 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, 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 nevertheless constantly use his endeavors to prevent delay and shall do all that may

reasonably be required to the satisfaction of the Employer to proceed with work.

4.25 Failure by Contractor to comply with Employer's instructions

If the Contractor after receipt of written notice from the Employer requiring compliance within ten days fails to comply with such further drawings and 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 or may be deducted by him from any moneys due to the Contractor.

4.26 Termination of Contract by the Employer

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

Or if the Contractor (whether an individual, 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 had obtained,

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

Or if the Employer determine that the Contractor

- (i) has abandoned the Contract, or
- (ii) has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- (iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- (iv) has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer 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 and liabilities of the Contractor, the whole of which shall continue in force 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, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his 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 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 Employer 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 twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Employer shall thereafter ascertain 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 expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

4.27 Termination of Contract by Contractor

4.27.1 If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment 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.

4.27.2 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 4.15 hereof.

4.28 Certificates and Payments

4.28.1 The Contractor shall be paid by the Employer from time to time by installments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the

reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the installments shall be upto the full value of work, subsequently so executed and fixed in the building. The Employer may, at 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. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 4. 20 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate 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 Employer might have been 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.

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

4.28.3 The Employer may by any Certificate make any correction in any previous certificate which shall have been issued by him.

4.28.4 No certificate or payment shall be issued if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

4.28.5 Payments shall be made within the period named in the Appendix as "Period for honoring Certificates" after such Certificates have been delivered to the Employer.

4.29 **Delayed Payment**

Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring Certificates" 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.

4.30 **Matters to be finally determined by Employer**

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 4.2(a), 4.2(b), 4.4,4.7,4.12,4.19,4.28 (1,2,3,4) 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 Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 4.31 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

4.31 **Settlement of dispute by arbitration**

In case of any dispute or difference arising out of or in connection with or in carrying out of the work (whether during the progress of the work or after completion and whether before or after the determination, abandonment or breach of contract) except as to any of the excepted matters provided hereunder the parties hereto, shall first endeavor to settle such disputes or differences amicably. If both the parties fail to reach such amicable settlement, all the disputes or differences shall be finally settled by arbitrators as provided herein.

In case of failure of such amicable settlement by the parties, then either party may within 28 days of such a failure give a written notice to the other party requiring that all matters in dispute or difference be arbitrated upon. Such written notice shall specify the matters which are in dispute or differences of which such written notice has been given and no other matter shall be referred to the arbitration of a single arbitrator to be appointed by both the parties or in case of disagreement as to the appointment of a single arbitrator, the appointment of two arbitrators (one to be appointed by each party) and an umpire to be appointed by the arbitrators. The provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and rules framed thereunder from time to time shall apply to such arbitrations.

In the event of the Arbitrator or any one of the Arbitrators, as the case may be, dying, neglecting, refusing to act or resigning or being unable to act for any reason or the award being set-aside by the Court for any reason it shall be lawful for the parties to appoint another Arbitrator in the manner provided hereinabove.

The venue of arbitration shall be Ranchi, INDIA.

The Arbitrator or Arbitrators appointed under this Schedule shall hold the arbitration proceeding jointly and shall have the power to extend the time to make the award with the consent of the parties.

Pending reference to arbitration and award thereon, the parties shall make all endeavor to complete the work in all respects as herein contracted and all disputes, if any, will finally be settled in the arbitration.

Upon every or any such references to the arbitration, as provided herein the cost of and incidental to the reference and award respectively shall be, at the discretion of the Arbitrator or Arbitrators or the Umpire, as the case may be, who may determine the amount thereof.

The Arbitrator, Arbitrators or Umpire, as the case may be, shall give reasoned award in respect of each item of disputes which shall be final and binding on both the parties. It is agreed that the Contractor shall not delay the carrying out of the work 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 Arbitrators, as the case may be, is given, abide by the terms and conditions

of the contract herein, as also instructions with regard to the actual carrying out of the work herein contracted and no award shall relieve the Contractor of his obligations to adhere strictly to the terms and conditions of the contract herein as also instructions with regard to the actual carrying out of the work. The Bank and the Contractor hereby also agree that arbitration under this schedule shall be a condition precedent to any right of action, under the Contract.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, 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 or the Umpire, as the case maybe. For the purpose of this clause, the expression "excepted matters" shall mean and refer to all or any of the matters under Scope of work, Contract price, Delivery Schedule & Final Acceptance certificate.

4.32 **Right of technical scrutiny of final bill**

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

4.33 **Employer entitled to recover compensation paid to workmen**

If, for any reason, the Employer is obliged, by virtue of the provision of the Workmen's Compensation Act, 1923, or any statutory modifications 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 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.

4.34 **Abandonment of Works**

At any time after 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 Employer 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 the execution of the whole works.

4.35 **Return of surplus materials**

Notwithstanding anything contained to the contrary in any or all the Clauses of this Contract, where any material for the execution of the Contract is procured with the assistance of the Employer by purchases made under orders or permits or licenses issued by Government, the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose of them without the prior written permission of the Employer and return it to the Employer, if required by the Employer, at the price to be determined by the Employer 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 for all moneys, advantages or profits resulting, or which in the usual courses would have resulted to him, by reason of such breach.

4.36 **Right of Employer to terminate Contract in the event of death of Contractor, If individual**

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

4.37 **Marginal Notes**

The headings catch lines hereto and in the annexure hereto are meant only for convenience of reference and shall not in any way be taken into account in the interpretation of these presents and the annexure hereto.

4.38 **Prevention of Sexual Harassment of women at workplace:**

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

e. 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.

f. 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.

g. 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.

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

4.38 **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.

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

4.40 **Force Majeure conditions** (applicable during the currency of the completion period and subsequent committed DLP and CAMSC 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, lockouts, acts of any Government authority, delays in obtaining licenses or rejection of applications under the Statutes, fire or floods.

4.41 **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 / equipment's 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

Place :

Date :

Signature of the Tenderer with seal.

Section -V

Appendix Hereinbefore Referred To

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate referred to in Clause 4.19 of the section " Conditions Hereinafter Referred To ".
2.	Period of Final Measurement	1 month
3.	Date of Commencement	10 th day from the date of letter of acceptance.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages at the rate of	0.25% of the estimated value per week subject to a maximum of 10% of the contract value.
6.	Value of works for interim certificates	Rs. 9 lakhs
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Place :

Date :

Signature of the Tenderer with seal.

Section-VI
SPECIAL CONDITIONS

1. **All the bidders must compulsorily visit the site at RBI Main office building, Ranchi before quoting the rates so as to understand the exact requirement for the captioned work.**
2. Rates should be inclusive of minor civil works necessary to accomplish the task including the grouting using Dash Fasteners, welding and other minor works not specifically mentioned but are compulsory for completing the work.
3. The work should be carried out in such a manner so as to create minimum hindrance and trouble to existing ongoing operation.
4. Successful firm should co-operate with other contractor working in the same area. For the work an exclusive engineer should be deputed to supervise and monitor the work.
5. 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.
6. 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. Supplier shall submit the factory test result for the supplied equipment during the inspection itself.
7. 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.

8. 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.
9. 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.

10. 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:

- 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
- Purchase/execute or authorise 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
- Cancel the contract and purchase/execute or authorise 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.

11. 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.

12. All the quantities mentioned are approximate and may vary on either side. Successful contractor is advised to procure the material after proper measurement at site.
13. The workmen will not be allowed to stay within the premises.
14. The water required for workmen can be availed from the available source at site free of cost.
15. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
16. The intending Tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
17. The Tendered may please note that, the work has to be carried out during the daytime or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the occupants of the captioned colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase-cutter only.
18. The contractor shall prepare three copies of **as done / as build drawing** after completion of the work and shall submit along with the final bill.
19. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
20. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
21. All dismantling work and work generating noise shall be done during the daytime and holidays and daytime work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & nighttime. Contractor shall take into account the above facts while quoting the rates.
22. The Tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
23. The contractor shall depute a qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.

Place: -

Date: -

Seal & Signature of the Tenderer

Section-VII

MINIMUM TECHNICAL SPECIFICATIONS OF 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, $\pm 3\%$, 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 (anode voltage)	160 KV or more	
7	X-Ray Source/Generator	should be capable to operate smoothly for a period of at least eight 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.	

S. No.	Feature	Specification	Compliance (Yes /No)
14	Humidity	90% non-condensing	
15	Resolution	The machine should be able to display single un-insulated tinned copper wire of 42-SWG or 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 Xray imaging facility	The machine should have features of Multienergy 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.	

S. No.	Feature	Specification	Compliance (Yes /No)
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, 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.	

S. No.	Feature	Specification	Compliance (Yes /No)
		Idle rollers to be provided at either ends of the tunnel (input and output) to facilitate placing of baggage.	
33	Software control feature	All software features should be controlled from keyboard 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	

S. No.	Feature	Specification	Compliance (Yes /No)
		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 xrayed 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 firearms 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 firearms & 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 predefined user programmable time for analyses. The image should be highlighted, upon identification, and feedback message shall be visible to the screener.		

S. No.	Feature	Specification	Compliance (Yes /No)
	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 bases 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

I. 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 aluminium. 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.

II. 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.

III. 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.

IV. 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.

V. 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.

Note: There should be minimum 5 installations of the X-Ray Baggage Scanner system of offered make working satisfactorily in India for minimum two years as on October 31, 2022 (i.e last day of month previous to the one of which application are invited). The tenderer should submit documents in support of the above failing which their tender will be liable for rejection.

Date
Place:

Signature and seal of the Tenderer

Section- VIII
Check list

Commercial Conditions

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi.

The tenderers are requested to fill in following particulars.

Sr. No.	Description	Bank's Terms	Whether acceptable or not (Write Yes or No)
1.	Validity	Shall be valid for 90 days from the date of opening of Part-I.	
2.	Earnest Money Deposit (EMD)	EMD of Rs. 31,000/-	
3.	Completion period	45 days from the 10th day of date of placing order.	
4.	Liquidated damages	0.25 % of the estimated value per week subject to a maximum of 10% of contract value.	
5.	Guarantee for all equipment's	Shall furnish guarantee for a period of one year from the date of commissioning / handing over.	
6.	Service facility	(i) Service facility available at Ranchi.	
7.	Penalty for delay in providing service	Maximum probable time to attend to compliant shall not exceed as per details indicated in clause 3.16 of Section-III.	

8.	Terms of payment for the work	<p>1.60% of the quoted rate on pro-rata basis against delivery of materials at site after checking the same and on submission of the following documents:</p> <p>a) Manufacturer's Inspection and Test Certificates</p> <p>b) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free to the Bank.</p> <p>c) Policies of insurance covering all the risk during transit, storage, installation, commissioning & handing over including third party liabilities, Workmen compensation as mentioned in the tender clause 3.14 of Section-III.</p> <p>2. Balance 25% of the quoted rates against erection and testing.</p> <p>3. Balance 15% of the quoted rates after commissioning and handing over of the entire system and submission of BG as per clause 3.11.3.</p>	
9.	Terms of payment for CAMSC	To be paid on half yearly basis on rendering satisfactory services.	
10.	Insurance	<p>Shall include</p> <p>(i) Storage, erection, testing policy. (ii) Transit insurance for transportation from manufacturer's works to site (By Air/sea/Road etc. as applicable).</p> <p>(iii) Third party liability policy for Rs 2 lakh per accident to maximum of 5 lakh.</p>	

		(iv) Workmen's compensation policy and shall be valid till the date of handing over of the system.	
		Separate Insurance policies will be provided	
11.	Copy of Annexure-V (if applicable)	To be uploaded along with Part I of the tender	
12.	Copy of Annexure-II , III , IV , VI , VII & VIII	To be uploaded with Part I of the tender,	

Note - Please indicate Yes / No against the items. If 'No', please indicate the deviation only.

Place:

Date:

Seal & Signature of the Tenderer.

Proforma of Performance Bank Guarantee (PBG)

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

No.____ Date ____

To:

The Regional Director,
Reserve Bank of India Estate
Department
Ranchi.

Dear Sir

In consideration of your agreeing to accept the security deposit of INR _____ (only) furnish able to you by M/s____(hereinafter referred to as "the Contractor") in terms of their contract with you for Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi as per their Tender dated_____and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) do hereby covenant and agree with you as follows :

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

months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

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

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

SIGNED AND DELIVERED
(For & on behalf of the above named Bank)

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

BRANCH MANAGER
(Banker's Seal) Add

Proforma of undertaking for maintenance confirmation by the tenderer

To,
The Regional Director
Reserve Bank of India
Estate Department
Ranchi.

Dear Sir

Tender for "Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi."

We hereby undertake to maintain the Scanner system installed by us in your premises satisfactorily, for a period of not less than 7 years after expiry of the defect liability/warranty period and comprehensive maintenance at the rate quoted by us, subject only to the price revision clause specified in the tender after initial one year of Maintenance Contract.

In the unlikely event of M/s _____ the original equipment manufacturer, failing to provide support in terms of spares etc due to technological obsolescence or for any reason, we shall continue to provide to your satisfaction, by arranging required spares etc ourselves, within the rate quoted by us for the Comprehensive Annual Maintenance contract for the period accepted as above.

Yours faithfully,

For _____

Authorized signatory

Annexure-III

FORMAT OF BANKERS' CERTIFICATE

1. Composition of the firm (whether Partnership*/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 financial years (year wise).
2021-22
2020-21
2019-20
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs. 15.50 Lakhs.

(Signature)

For the Bank

Note:

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

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

Annexure-IV

Details of Clients

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi.

Sl. No.	Name of the firm with full address and Name of Contact person with numbers / fax / e-mail etc.	Name of work	Value of the work	Completion date	Date of award of the work	Status

Place:

Date:

Seal & Signature of Tenderer

Annexure-V

Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit

(To be submitted on non-judicial stamp paper of appropriate value purchased in the name of the issuing Bank)
This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi and the specifications and terms and conditions enclosed therein.

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

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the above cited work for Bank's main office premises, at Ranchi Office. The Banks' decision in this regard shall be final and binding.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).
6. This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.
7. The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any

dispute that may exist or arise between the Tenderer and the Bank or any other person.

8. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

9. Notwithstanding anything contained hereinabove, unless a demand or claim under this guarantee is made on the Surety in writing on or before _____, the Surety shall be discharged from all liabilities under guarantee thereafter.

10. The Surety has the power to issue this guarantee under its Memorandum and Articles of Association and the person who is hereby executing this deed has the necessary powers to do so under the Power of Attorney granted to him by the Surety.

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

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

Branch Manager
(Banker's seal)

Annexure-VI

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by Shri /M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay(indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/
Good/Satisfactory/poor
ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration?
ii) If yes, total amount of claim
iii) Total amount awarded
- 13 Comments on the capabilities of the contractor.
a) Technical proficiency Outstanding/Very Good/
Good/Satisfactory/poor
b) Financial soundness Outstanding/Very Good/
Good/Satisfactory/poor

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

Note : All columns should be filled in properly
“countersigned”

Proforma for Undertaking / Declaration / Certificate by the Contractor regarding country sharing land border with India

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

Date:

To
Regional Director
Reserve Bank of India
Estate Department
Ranchi

Name of work: Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Office Building at RBI, Ranchi.

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 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 hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that 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 found to be false, 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:

Annexure-VIII

Proforma of Letter of Authorization from the OEMs to participate in this Bid

Date:

(To be issued by the manufacturers of X-ray Baggage Scanner system)

To
Regional Director
Reserve Bank of India
Estate Department
Ranchi

Subject: **Authorization Letter to M/s _____ for the participation in the bid “Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank’s Office Building at RBI, Ranchi.”**

Sir,

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 / software manufactured / developed by us.

We herewith certify that the above mentioned equipments / software products are not end of the life and we hereby undertake to support these equipment / software for the duration of minimum 8 (eight) years from the handing the X-ray Baggage Scanner system.

Yours faithfully,

For and on behalf of
M/s _____ (Name of the manufacturer)

Signature :

Name :

Designation :

Address :

Date :

Company Seal

Note: This letter of authority should be on the letterhead of the concerned manufacturer and should be signed by an authorized signatory of the manufacturer.



**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
Ranchi**

e-tender for Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System for Bank's Additional Office Premises Located at Zila Parishad Bhavan, Ranchi.

**(Part-II)
(Price Bid)**

Name of Tenderer-----
Address-----

Date of pre-Bid Meeting: November 21, 2022
Last date of Submission: December 05, 2022
Date of opening of Part-I: December 05, 2022

(Part-II)

(Price Bid)

Remark: Please note that rates should be quoted exclusive of GST. However, the bidders shall quote applicable GST in respective rows, failing which the bids are liable to be rejected without any further correspondence. In case the bidders are having any partial or full exemption from payment of GST, the same should be supported by applicable certificate issued by competent authority. Further, the evaluation of bids shall be on base rate only.

Sl. no.	Description of items	Qty.	Unit	Rate/unit in Rs.	Amount in Rs.
1.	Supply, Installation, Testing and Commissioning of X-RAY Baggage Scanner System with accessories such as Input & output roller bed, servo stabilizer of required capacity, remote workstation with lockable console consists of computer sets having keyboard & two no. colour LCD or better display units, one Combined test piece (CTP) / Test Bag, System Compatible Laser Printer etc. all complete and as per technical specification mentioned in part-I tender.	1	Job		
2	CGST				
3	SGST				
4	Sub Total (1+2+3) i.e. Capital cost				
5	Charges for comprehensive annual maintenance service Contract of above x-ray baggage scanner per annum after completion of one year defect liability period (DLP) as per scope indicated in Part-I tender.	1	Per annum		
6	CGST				
7	SGST				
8	Sub Total (5+6+7)				
9	Total cost of ownership (TCO) [sl. no. 4 + (sl. no. 8 x 5.63212859)] in Rs.				