

ई-निविदा सूचना

भारतीय रिज़र्व बैंक, जयपुर, मुख्य कार्यालय भवन के लिए एक्स-रे बैगोज स्कैनर प्रणाली की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के कार्य हेतु पात्र बोलीदाताओं से दो भागों (भाग-I तथा भाग-II) में ई-निविदा आमंत्रित करता है। निविदा सीपीपीपी लिमिटेड (<https://etenders.gov.in/eprocure/app>) के ई-निविदा पोर्टल के माध्यम से की जाएगी। सभी पात्र कंपनियां / फर्म उपरोक्त वेबसाइट के माध्यम से सीपीपीपी के साथ स्वयं को पंजीकृत करना सुनिश्चित करें ताकि वे निविदा प्रक्रिया में भाग ले सकें। ई-निविदा की अनुसूची नीचे दी गई है:

क. ई-निविदा का नाम	भारतीय रिज़र्व बैंक, जयपुर के मुख्य कार्यालय भवन के लिए एक्स-रे बैगोज स्कैनर प्रणाली की आपूर्ति, स्थापना, परीक्षण और कमीशनिंग का कार्य
ख. ई-निविदा की संख्या	RBI/JPR/Estate/26-27/2/CPPP
ग. कार्य की अनुमानित लागत	₹13,50,000/-
घ. निविदा की प्रक्रिया	ई-खरीद प्रणाली ऑनलाइन भाग-1 (टेक्नो-वाणिज्य बोली) और भाग-2 (मूल्य बोली) (https://etenders.gov.in/eprocure/app) के जरिए
ड. निविदाकर्ताओं को डाउनलोड करने हेतु एनआईटी की उपलब्धता की तारीख	01 अक्टूबर 2026, अपराह्न 04 बजे से
च. बोली पूर्व बैठक की तिथि एवं समय	15 अक्टूबर 2026, पूर्वाह्न 11 बजे
छ. पात्र फर्म	खुली निविदा (निविदा दस्तावेज़ के पैरा 3.1.2 में उल्लिखित पात्रता मानदंडों को पूरा करने वाली फर्म)
ज. बयाना जमा - राशि	₹27,000/- (सत्ताईस हजार रुपये मात्र) NEFT के माध्यम से खाते (नीचे दिये गये विवरणानुसार) में जमा करनी है। खाता संख्या – 8692299 IFS कोड – RBIS0JPPA01 (नोट: आईएफएस कोड का पाँचवां एवं दसवां अंक शून्य है) सभी बोलीदाताओं (एमएसएमई सहित) को ईएमडी राशि जमा कराना आवश्यक है।
झ. https://etenders.gov.in/eprocure/app पर ऑन लाइन टेक्नो-वाणिज्यिक बोली तथा कीमत बोली के प्रस्तुतीकरण के लिए ई-टेंडर शुरू होने की तारीख	01 अक्टूबर 2026, अपराह्न 04 बजे से
ञ. ऑन लाइन टेक्नो-वाणिज्यिक बोली तथा मूल्य बोली के प्रस्तुतीकरण के लिए ई-टेंडर खत्म होने की तारीख	12 नवंबर 2026, पूर्वाह्न 11 बजे तक
त. भाग I खोलने की तारीख (अर्थात टेक्नो-वाणिज्यिक बोली)	13 नवंबर 2026, पूर्वाह्न 11 बजे
भाग II खोलने की तारीख (अर्थात मूल्य बोली)	मूल्य बोली खोलने की तिथि और समय सभी पात्र बोलीदाताओं को ई-मेल के माध्यम से अलग से सूचित किया जाएगा।
थ. लेन-देन प्रभार	मेसर्स सीपीपीपी लिमिटेड के पक्ष में अथवा मेसर्स सीपीपीपी लि. द्वारा सूचित गेटवे/ एनईएफटी/ आरटीजीएस के माध्यम से

टिप्पण:

- कृपया नोट करें कि पोर्टल से टेंडर दस्तावेज़ डाउनलोड करने के लिए कोई टेंडर-शुल्क नहीं है।
- आवेदन करने के इच्छुक आवेदकों को आवश्यक पात्रता रखने के समर्थन में दस्तावेज़ी साक्ष्य प्रस्तुत करके बैंक को संतुष्ट करना होगा और ऐसा करने में उनकी विफलता की स्थिति में, बैंक के पास उनकी उम्मीदवारी को अस्वीकार करने का अधिकार सुरक्षित है।
- बैंक न्यूनतम बोली वाली निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार भी सुरक्षित रखता है।
- भविष्य में निविदा से संबंधित जारी किए गए किसी भी संशोधन/शुद्धिपत्र, यदि कोई हो, को केवल भारतीय रिज़र्व बैंक की वेबसाइट (<https://www.rbi.org.in>) और सीपीपीपी वेबसाइट पर अधिसूचित किया जाएगा जैसा कि ऊपर दिया गया है और इसे अखबार में प्रकाशित नहीं किया जाएगा।



Reserve Bank of India / भारतीय रिज़र्व बैंक
Estate Department / संपदा विभाग
Jaipur / जयपुर

**e-Tender for Supply, Installation, Testing and
Commissioning of X-Ray Baggage Scanner System at Main
Office Building, RBI, Jaipur**

Part I (Techno-Commercial Bid)

(Containing Section I to Section X)

Name of Bidder: _____

Address: _____

Mobile No.: _____

e-Tender no	RBI/JPR/Estate/26-27/2/CPPP
Date and time of e-Tender available for Downloading	October 01, 2026, from 16:00 Hrs onwards
Date and time of Pre-bid meeting	October 15, 2026, at 11:00 Hrs Venue: Estate Department, 2nd floor, Reserve Bank of India, Rambagh Circle, Tonk Road, Jaipur - 302004
Last date of Submission of e-Tender	November 12, 2026, up to 11:00 Hrs
Date and time of opening of e-Tender (Part-I)	November 13, 2026, at 11:00 Hrs

DISCLAIMER

Reserve Bank of India, Estate Department, Jaipur, has prepared this document to give background information on the Project 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 accurate, 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 it.

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 RBI in submitting the 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 Project or to change the configuration of the Project, to alter the timetable 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.



**Reserve Bank of India
Estate Department
Jaipur**

NOTICE INVITING e-TENDER

Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System at Main Office Building, RBI, Jaipur

1. Tenders by e- tendering process are invited for the **"Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System at Main Office Building, RBI, Jaipur"**. The work is estimated to cost **₹ 13,50,000/-** and is to be completed within 60 days.
2. All pre-Qualification documents shall be uploaded with Techno-commercial bid (Part-I) on CPPP portal. Those who do not upload the Pre-qualification documents would not be considered for this tender process. Further, the contractor should submit the original of the documents to the Bank when demanded to qualify for further tendering process.
3. Only those firms who have **minimum 5 years of experience as on September 30, 2026** in the field of work of similar nature of work (i.e. **"Supply, installation, Testing and Commissioning (SITC) of X-Ray Baggage Scanner Systems"**) for large office buildings / commercial premises / industrial houses

AND

have executed successfully similar works individually **three works** costing not less than 40% of the estimated cost "OR" **two works** costing not less than 50% of the estimated cost "OR" one work costing not less than 80% of the estimated cost during the **last 5 years as on or before September 30, 2026.**

AND

have a minimum yearly turnover of 100% of the estimated cost during the last 3 financial years (2023-24, 2024-25 and 2025-26).

AND

have a service set up in Jaipur/ Delhi NCR for rendering after sales service are eligible for tender.

4. Only those contractors will be considered eligible who will invariably furnish, at the time of applying for e-tender, the following information to satisfy the Bank about their eligibility for participating in the tendering process.

4.(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 detail should be uploaded along with name(s) and address (es) of the partners, copy of the Articles of Association / Power of Attorney / any other relevant document.
4.(b)	Work experience & Completion of similar works of specified value during the specified period.	Copies of the detailed work order 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 should be uploaded in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre should also be given.
4.(c)	Creditworthiness of the contractor & 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 uploaded in proof of their creditworthiness and turnover for last three years.
4.(d)	Service Set-up	Certificate from the manufacturers / any other valid document in support of having a full-fledged service setup at Jaipur/ Delhi NCR should be uploaded .
4.(e)	Name(s) & 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 banker by the Bank in case it is so needed) should be uploaded .
4.(f)	Details of bank accounts	Full particulars of their bank accounts, like account No., type, when opened, etc., should be given.

4.(g)	Name (s) & address (es) of the Clients and their present contact executives	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 banker by the Bank in case it is so needed) should be furnished.
4.(h)	Details of completed works	The Client-wise names of work(s), year(s) of execution of work(s) , awarded and actual cost(s) of executed work(s), completion time stipulated in the contract (s) and actual time taken to complete the work (s), name(s) and full contact-details of the officer / authorities / departments under whom the work (s) was / were executed should be furnished.
4.(i)	Client Certificates	The tenderers are advised to upload the Client Certificate as per enclosed Proforma (Annex-I) for whom they have carried out eligible works in terms of eligibility (Pre-qualification) criteria described in the notice inviting tenders. Client Certificates shall be accepted by the applicant / tender inviting authority of Reserve Bank of India only when the same are signed by an official of the rank of Executive 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 tender for the work done by them. The client certificate issued by the private organization shall also accompany Tax Deducted at source (TDS) certificate. Applications / tenders received without the specified certificates in specified format shall be rejected and the Bank shall have the right to independently verify the submitted certificates
4.(j)	Banker's certificate	The tenderers are advised to upload the Banker's certificate from their banker / bankers as per (Annex-II). Such certificate shall be addressed to the application / Tender inviting Authority of the Reserve Bank of India and shall be submitted along with their application / tender.

NOTE: Participating bidders will be considered for purchase preference under Public Procurement (Preference to Make in India), PPP – MII order – 2017 Revised, Government of India, subjected to their submission of self-certifications & fulfilment of all other documents, conditions of the above “PPP – MII order – 2017 Revised” of Government of India.

5. Interested tenderers have to upload relevant documents satisfying all the points as stated above along with techno-commercial (Part-I) bid of tender. The same Eligibility documents and the scanned copy of EMD should be uploaded with Techno Commercial Bid (Part-I) on the CPPP portal. EMD amount must be reflected in Bank's account on and before last date and time of submission of tender.

It is to be duly noted that the tender process shall be executed on the CPPP portal through e-Tendering.

In the event of intending tenderers' failure to satisfy the Bank; the Bank reserves the right to **refuse their participation**.

Tenders form can be downloaded for viewing from RBI website www.rbi.org.in or <https://etenders.gov.in/eprocure/app>.

The bidder should submit safety certificate of Radiation issued by Atomic Energy Regulatory Board (AERB).

6. **EMD: EMD of Rs. 27,000/- in the form of NEFT should be paid to participate in the tender. The pre-Qualification papers and scanned copy of proof of EMD payment should be uploaded with Techno Commercial Bid (Part-I) on the CPPP portal.** The EMD need to submit as shown above in *A/c No.8692299, Account name RBI Jaipur , IFSC Code:RBIS0JPPA01 (0=Zero)* through NEFT/ Mobile Banking/ RTGS {Intimate/ forward the transaction details to estatedeptjaipur@rbi.org.in}. If bidder is fails to submit the EMD, tender of the firm will be cancelled. EMD should be interest free and shall be returned to unsuccessful bidders after awarding the work and EMD of L1 bidder/ successful bidder will be returned after signing of agreement.

EMD shall be forfeited if the Bidder:

- (i) makes misleading or false representations in the forms, statements and attachments submitted, has suppressed any material information, details of any legal proceedings pending in the court which might otherwise have created any impact on the eligibility criteria; or
- (ii) withdraws his Bid during the period of Bid validity; or does not sign the contract after award of Contract.
- (iii) has been blacklisted by any Government agency and the blacklisting is still in force.
- (iv) If bidder fails to complete the work.

The NEFT receipt should be uploaded along with pre-qualification documents.

7. Interested vendors/firms can participate in e – Tender after getting registration with <https://etenders.gov.in/eprocure/app>. Online Part I – Techno-Commercial Bid and Part II – Price Bid shall be opened through <https://etenders.gov.in/eprocure/app> and applicable transaction charges have to be paid by the firm.
8. Tender in prescribed format shall be submitted in two parts. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter.
- Part-II of the tender will contain no conditions but Tenderer's Price Bid.
9. **Part-I of the tenders will be submitted by the Tenderers in CPPP portal. The same will be opened by RBI on November 13, 2026, at 11:00 hrs. Those tenderers who would like to depute their representatives, may do so on the mentioned date in Estate Department, 2nd floor, Reserve Bank of India, Jaipur, Rajasthan for the same. Part II of the tender will be opened later. Due intimations will be given for the same.**

10. The Bank shall obtain reports on the past performance of the tenderer from his clients and bankers. The Bank shall evaluate the said reports before opening of the Part-II of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and / or his performance reports received from his clients and / or his bankers and 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.
11. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part of any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.

Regional Director
Reserve Bank of India
Jaipur

SCHEDULE OF TENDER (SOT)

a. e-Tender Name	Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System at Main Office Building, RBI, Jaipur
b. e-Tender no.	RBI/JPR/Estate/26-27/2/CPPP
c. Estimated cost of the work	₹ 13,50,000/-
d. Mode of Tender	e-Procurement System (Online Part-I (Techno-Commercial Bid) and Part-II (Price Bid) through https://etenders.gov.in/eprocure/app)
e. Date of NIT available to parties to download	October 01, 2026, from 16:00 Hrs onwards
f. Date and time of pre-bid meeting	October 15, 2026, at 11:00 Hrs
g. Eligible Vendors	Open Tender (The firms satisfying eligibility criteria as mentioned at Para 3.1.2 of the tender document)
h. Earnest Money Deposit (EMD)	₹27,000 (Rupees Twenty Seven Thousand Only) to be submitted through NEFT (as per the below mentioned details) along with the Part I/ Technical-Commercial Bid. Account Number - 8692299 IFSC Code - RBIS0JPPA01 (Fifth and tenth digits in IFSC code are Zero). All bidders (including MSME) need to submit EMD.
i. Date of Starting of e-Tender for submission of on-line Techno-Commercial Bid and price Bid at https://etenders.gov.in/eprocure/app	October 01, 2026, from 16:00 Hrs onwards
j. Date & time of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	November 12, 2026, up to 11:00 Hrs
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid)	November 13, 2026, at 11:00 Hrs
Date & Time of opening of Part- II (i.e. Price Bid)	Date and time of opening of Price Bid will be informed separately to all the eligible bidders later through email.
l. Transaction Fee	To be paid through CPPP Payment Gateway / NEFT / RTGS in favour of CPPP Ltd. or as advised by M/s CPPP Ltd.

Important instructions for e-Procurement

This is an e-procurement event of RBI. The e-procurement Service Provider/Contractor is the Central Public Procurement Portal (CPPP). <https://etenders.gov.in/eprocure/app>

Process of E-tender: Bidder manual kit is available on home page.

Registration for new bidder: The process involves vendor's registration with CPP portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing and encryption type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. RBI is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature). <https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

For any technical related queries please call at 24 x 7 Help Desk Number

0120 - 4001 002

0120 - 4001 005

0120 - 4493 395

International Bidders are requested to prefix +91 as country code.

Email Support:

For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

Technical - support-eproc@nic.in

Policy Related - cppp-doe@nic.in

Contact person at RBI, Jaipur

Sl. No.	Contact Person	Email	Mobile
1	Mahipal	mahipal@rbi.org.in	8447446055

You are requested to read and understand the Notice Inviting Tender and subsequent corrigenda if any, before submitting your online tender.

System Requirements:

Operating System	Window 7 and above, BOSS Linux
Java	Java 8 Update 161 (Recommended version – available under Downloads section)
Browser	Firefox Google Chrome Microsoft Edge
Digital Signature	Class 3 – Signature certificate Class 3 – Encipherment certificate
Internet Connectivity	Dedicated Internet Broadband Connection with minimum 1 MBPS speed and above
Others	MS Office, WinRAR, DSC Drivers, PDF Reader/ Creator

For details, vendor may refer to **Bidder manual kit, available on home page.**

<https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page>

- The vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with the CPP portal. Vendors are also requested to ensure validity of their class III signing and encryption type of DSC (Digital Signature Certificate).
- All bidders are requested to get themselves registered well in advance and no extra time will be considered for submission of bids for delay in online vendor registration, if any.
- Bidders are requested to note that they should necessarily submit their financial bids in the format provided in e-tender website and no other format is acceptable. If the BOQ file is found to be modified by the bidder, the bid will be liable to be rejected.
- All costs towards participation in the Bid shall be borne by the bidder.
- E-tender cannot be accessed after the due date and time mentioned in NIT (Notice inviting tender).

Important Note

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

SECTION I

Form of e-Tender

Place _____

Date _____

To,

The Regional Director
Reserve Bank of India
Estate Department,
Jaipur (Rajasthan)

Dear Sir/Madam,

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 (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur
(b)	Estimated cost	Rs. 13.50 Lakh
(c)	Mode of payment	As per clause 3.13 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs. 27,000/- by all the bidders along with Part-I
(e)	Time allowed for completion of work from 14 days after the date of work order.	60 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 IV).

2. 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.
3. 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.27,000/-** 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 online/ 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 _____ 2026.

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

Draft Articles of Agreement

यह करार वर्ष 2026 को _____ तारीख को जयपुर में, प्रथम पक्षकार भारतीय रिज़र्व बैंक जिसका मुख्य कार्यालय _____ में है) जिसे आगे बैंक/नियोक्ता कहा जाएगा (तथा द्वितीय पक्षकार मेसर्स ----- जिसका पंजीकृत कार्यालय-----
-----में स्थित है) जिसे आगे ठेकेदार कहा जाएगा (के बीच किया जाता है।

ARTICLES OF AGREEMENT made the _____ day of _____ month of Year 2026 between the Reserve Bank of India, Jaipur having its Central Office at Mumbai (hereinafter called "The Bank / Employer") on the other part and M/s _____, having its office at _____ (hereinafter referred to as the "Contractor") which expression shall unless it is repugnant to the context or meaning thereof deemed to include his heirs, representatives, administrators and assigns of the OTHER part

जबकि नियोक्ता, _____ करवाने का इच्छुक है और उसने निर्धारित कार्य की ड्राइंग, विशिष्टताओं और परिमाणों की सूची आमंत्रित की है। तथा जबकि संख्या _____ से, तक की उक्त ड्राइंग, विशिष्टताओं, और परिमाणों की सूची के संबंध में पार्टियों या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of "**Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur**" (hereinafter called "the said work") and has caused drawings, specifications and schedule of quantities describing the work to be done. AND WHEREAS the said drawings from Numbers _____ to _____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

और जबकि ठेकेदार निर्धारित शर्तों और विशेष परिस्थितियों में निर्धारित शर्तों के अनुसार और संविदा की परिमाणों की सूची और संशोधित शर्तों के अधीन काम करने के लिए सहमत है और अंतिम रूप से दोनों पक्षों द्वारा स्वीकृत है उक्त शर्तें "जिसे आगे संयुक्त रूप से)" कहा जाएगा, उक्त ड्राइंग में दर्शाए गए और या उक्त /विशिष्टताओं में वर्णित कार्यों और इसमें निर्धारित दरों पर परिमाणों की सूची में शामिल, राशि के बराबर या इसके समान राशियों जिसे) के लिए देय होगा। (कहा जाएगा "उक्त अनुबंध राशि" आगे

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

अब दोनों पक्ष पारस्परिक रूप से इस पर निम्नानुसार सहमत हैं :

NOW IT IS HEREBY AGREED AS FOLLOWS:

उक्त संविदा के संबंध में भुगतान समय पर और संविदा की उक्त शर्तों के अनुसार किया जाना है, ठेकेदार उक्त शर्तों के अधीन ड्राइंग में दर्शाए गए और उक्त विशिष्टताओं तथा परिमाणों की अनुसूची में वर्णित कार्य को निष्पादित करेगा और पूरा करेगा।

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

2.1. नियोक्ता, ठेकेदार को उक्त संविदा राशि या किसी अन्य राशि का भुगतान उस समय और उक्त शर्तों में निर्दिष्ट नियमों के अनुसार करेगा।

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

2.2 उक्त शर्तों में "आर्किटेक्ट" शब्द का अर्थ मुख्य महाप्रबन्धक, परिसर विभाग, भारतीय रिजर्व बैंक या उनके अधिकृत प्रतिनिधि से है और किसी भी कारण से इस अनुबंध के प्रयोजन हेतु उनको आर्किटेक्ट नहीं होने पर, ऐसे अन्य व्यक्ति या व्यक्तियों को नियोक्ता द्वारा उक्त प्रयोजन के लिए नामित किया जाएगा, जो ऐसा व्यक्ति नहीं होगा जिस पर ठेकेदार किसी कारण से आपत्ति उठाए और नियोक्ता उसे उपर्युक्त माने, बशर्ते कि कोई व्यक्ति अथवा व्यक्तियों जिसे बाद में आर्किटेक्ट के रूप में नियुक्त किया गया हो, को लिखित में दिए गए किसी भी पिछले निर्णयों या अनुमोदन या निर्देश को अनदेखा या खारिज करने का अधिकार नहीं होगा।

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

2.3. उक्त शर्तों और परिशिष्ट और उक्त कार्य के संबंध में निविदा स्वीकृति पत्र की तिथि तक नियोक्ता और ठेकेदार के बीच में हुये किसी भी पत्राचार को इस करार का हिस्सा माना जाएगा और पक्षकारों द्वारा इनका क्रमशः पालन किया जाएगा, स्वयं उक्त शर्तों के अधीन होंगे और उसके अनुसार करार का निष्पादन करेंगे।

The said conditions and Appendix thereto and any correspondence exchanged between the Employer and the contractor in connection with the said work till the date of letter of acceptance of their tender shall be read and construed as forming part of this Agreement and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained.

2.4. उक्त शर्तों और उसके परिशिष्ट को इस करार के एक भाग के रूप में माना जाएगा और इसके पक्षकार उक्त शर्तों का पालन करेंगे और शर्तों के अनुसार इस करार को निष्पादित करेंगे।

The said Conditions, Annexures and Appendix thereto shall be read and construed as forming part of this agreement and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreements on their part respectively in the said conditions contained.

2.5. मूल निविदा दस्तावेज की धारा I, II, III, IV, V, VI, VII, VIII, IX, X और XI के साथ यहां उल्लिखित करार और दस्तावेज और बैंक द्वारा उक्त प्रणाली के रखरखाव हेतु ठेकेदार को भविष्य में जारी किए जानेवाले सभी व्यापक वार्षिक रखरखाव अनुबंध कार्य आदेश इस अनुबंध का आधार होंगे, जो निविदा दस्तावेज में किए गए उल्लेख के अनुसार मान्य रहेंगे।

The agreement and documents mentioned herein along with the Sections I, II, III, IV, V, VI, VII, VIII, IX, X and XI of the original tender document, Appendix and Annexures, work orders that would be issued by the Bank to the Contractor for the said work shall form the basis of this Contract which will be valid as mentioned in the tender document.

2.6. यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही कार्य का एक हिस्सा है, बल्कि यह करने हेतु एक संविदा है, जिसके लिए दर अनुसूची में निहित दरों राशि और संभाव्य मात्रा अथवा उक्त शर्तों में प्रदत्त मात्रा के अनुरूप भुगतान किया जाएगा।

This Contract is neither a fixed lump sum contract nor a piece work but is a contract to carry out the work in respect of provision of “ **Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur**” to be paid for at the rates/amount contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

2.7. ठेकेदार उक्त शर्तों में निर्धारित तरीके से सिविल कार्यों और अन्य सहायक कार्यों से संबंधित सभी कार्यों को पूरा करने के लिए हर उचित सुविधा को वहन करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श आदि को हुये किसी भी नुकसान को ठीक करेगा।

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

2.8. नियोक्ता इस संविदा की अवधि के दौरान किसी भी समय कार्य के स्वरूप और ड्राइंग में कुछ जोड़कर अथवा कुछ हटाकर अथवा उसके कुछ भाग को रखकर परिवर्तन करने का स्वयं अधिकार सुरक्षित रखता है जो इस संविदा पर प्रतिकूल प्रभाव डाले बिना होगा।

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

2.9 समय अवधि इस करार का महत्वपूर्ण भाग माना जाएगा और ठेकेदार यहाँ सहमति व्यक्त करता है कि उक्त नियम एवं शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने के 14 दिनों के भीतर काम शुरू करेगा और कार्य आदेश की तिथि से 10 दिन बाद **साठ दिनों (60)** के भीतर काम को पूरा करेगा [फिर भी इस तरह के फॉर्म द्वारा लिखित रूप में समय के विस्तार के प्रावधानों के अधीन (यानी समझौते के एक विलेख के माध्यम से या पत्रों / ईमेल के आदान-प्रदान के माध्यम से) जैसा कि पार्टियों द्वारा पारस्परिक रूप से तय किया जा सकता है], ऐसा न करने पर नियोक्ता उक्त शर्तों के अनुसार परिसमापन हर्जाना वसूल करने का हकदार होगा।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work within 14 days from the date of issue of work order/ letter of acceptance as provided for in the said conditions and shall complete the entire work within **Sixty days (60) from 14 days after the date of work order** subject nevertheless to the provisions for extensions of time in writing by such form (i.e., by way of a deed of agreement or by exchange of letters/email) as May be mutually decided by the parties] , failing which the employer shall be entitled to recover liquidated damages as per the said conditions.

2.10. इस संविदा के तहत बैंक द्वारा सभी भुगतान केवल भारतीय रिजर्व बैंक, जयपुर में किए जाएंगे।

All payments by the Employer under this Contract will be made only at Reserve Bank of India, Jaipur.

2.11. इस करार या इससे संबंधित सभी विवाद जयपुर में उत्पन्न माने जाएंगे और इनके निर्धारण का क्षेत्राधिकार सिर्फ जयपुर में स्थित न्यायालयों को होगा।

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

2.12. यह कि इस संविदा के सभी भागों को ठेकेदार द्वारा पढ़ लिया गया है और पूरी तरह से समझ लिया गया है। That the several parts of this Contract have been read by the Contractor and fully understood by the Contractor.

2.13 **भुगतान की शर्तें इस** :संविदा पर भुगतान की निम्नलिखित शर्तें लागू होंगी

- उद्धृत दर का 60%, अनुपातिक आधार पर, सभी सामग्री के वितरण के खिलाफ और साइट पर जांच के बाद किया जाएगा।
- उद्धृत दर का शेष 40%, _____, परीक्षण, कमीशनिंग और बैंक को सौंपने के पूरा होने पर और वास्तविक साइट माप के बाद किया जाएगा।
- इसके अलावा, आई.टी. सरकार के नियमों के अनुसार अधिभार, टीडीएस और कोई अन्य वैधानिक कर सभी बिलों से काट लिया जाएगा।

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

- 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:
 - i. Manufacturer's Inspection and Test Certificates
 - ii. 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.
 - iii. Policies of insurance covering all the risk during transit, storage, installation, commissioning & handing over including third party liabilities as per e-Tender conditions.
- Balance 40% of the quoted rates against installation, testing and commissioning and handing over of the entire system and on submission of BG as per clause 3.12.3 and up on actual measurement of work executed.
- In addition, I.T. surcharge, TDS and any other statutory tax as per the Government rules shall be deducted from all the bills.

2.14 **परिनिर्धारित हर्जाना** :“समय” को इस ठेके का मूल आधार समझा जाएगा। संपूर्ण कार्य आदेश जारी किये जाने के 10 दिन बाद से **साठ दिनों (60)** के भीतर पूरा किया जाएगा, जिसमें विफल होने पर निर्धारित अवधि के पश्चात _____ राशि के 0.25% प्रति सप्ताह की दर से परिनिर्धारित हर्जाना लगाया जाएगा, जिसकी ऊपरी सीमा स्वीकृत निविदा राशि का 10%होगी। किसी भी खंडित अवधि के विलंब को एक सप्ताह के विलंब के रूप में माना जाएगा और तदनुसार परिनिर्धारित हर्जाना लगाया जाएगा।

Liquidated Damages: Time is the essence of the contract. The entire work shall be completed within **Sixty days (60)** from 14 days after date of issue of the work order, failing which liquidated damages at a rate of 0.25% of contract cost per week of delay beyond the stipulated period with

an upper ceiling of 10% of the contract amount, will be levied. Any broken period delay will be considered as delay of one week and accordingly liquidated damages Shall be levied.

2.15 जिएफआर 2017 के नियम 144 (xi) का प्रावधान: सार्वजनिक खरीद प्रभाग, व्यय विभाग, वित्त मंत्रालय, भारत सरकार द्वारा जारी 23 जुलाई, 2020 के कार्यालय ज्ञापन (ओएम) एफ.सं.6/18/2019-पीपीडी के तहत शामिल किए गए 2017 के नियम 144 (xi) के अनुपालन स्वरूप जारी सार्वजनिक खरीद आदेश, और उसके बाद के संशोधन अनिवार्य रूप से लागू होंगे।

इस संबंध में, बोलीदाता अनुबंध-VIII में दिए गए प्रारूप में अधिकृत हस्ताक्षरकर्ता द्वारा अपने पत्र शीर्ष-पर मुहर सहित विधिवत हस्ताक्षरित वचनबद्धता/घोषणा प्रमाण पत्र की एक प्रति प्रस्तुत करेगा। यदि बोलीदाता द्वारा जमा/ किया गया वचनबद्धता प्रमाण पत्र/घोषणा/गलत पाया जाता है, तो उसका/उसकी कार्य आदेश तत्काल/निविदा/ समाप्त कर दिया जाएगा, और बयाना राशि/प्रदर्शन बैंक गारंटी/प्रतिभूति जमा राशि को जब्त करने सहित विधि सम्मत कानूनी कार्रवाई की जाएगी और बैंक भविष्य में बैंक द्वारा आमंत्रित निविदाओं में भाग लेने से बोलीदाता को वंचित कर सकता है।

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 revisions shall be mandatory.

In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annexure -VIII. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit May be initiated and the Bank May also debar the bidder from participating in the tenders invited by the Bank in future.

2.16. गैर प्रकटीकरण खंड Non-disclosure clause:

ठेकेदार इस करार के संबंध में अपने संविदात्मक दायित्वों को पूरा करने के दौरान मिलने वाली कोई भी जानकारी, सामग्री तथा बैंक के बुनियादी ढांचा/सिस्टम/उपस्करों आदि के संबंध में मिलने वाली जानकारी का प्रत्यक्ष या अप्रत्यक्ष रूप से प्रकटीकरण किसी अन्य पक्षकार को नहीं करेगा तथा हमेशा इसे अतिगोपनीय बनाए रखेगा। लागू कानून का अनुपालन करने या संविदा के अधीन अपने दायित्वों को पूरा करने के लिए आवश्यक होने की स्थिति को छोड़कर ठेकेदार इस संविदा के ब्यौरों को निजी दायरे में और गोपनीय रखेगा। नियोक्ता की पूर्व लिखित अनुमति के बिना संविदाकार किसी व्यापारिक या तकनीकी पेपर में या अन्यत्र कार्य के विवरण को न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा और न ही इसका प्रकटीकरण करेगा। किसी गोपनीय जानकारी के प्रकटीकरण के परिणामस्वरूप बैंक को हुई हानि के लिए संविदाकार बैंक को क्षतिपूर्ति करेगा। उपर्युक्त शर्तों का पालन न करना ठेकेदार द्वारा संविदा भंग माना जाएगा और बैंक को हुई क्षति का दावा करने तथा कानूनी उपाय करने का हकदार होगा। इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। प्रकटीकरण न करने और गोपनीयता के संबंध में ठेकेदार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

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 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.

2.17. यौन उत्पीड़न खंड Sexual harassment Clause:

क) ठेकेदार "कार्यस्थल पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित शिकायत समिति के समक्ष दायर की जाएगी संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा।

ख) ठेकेदार के किसी पीड़ित कर्मचारी द्वारा बैंक के किसी कर्मचारी के विरुद्ध की गई यौन उत्पीड़न की किसी भी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

ग) यदि घटना में संविदाकार का कोई कर्मचारी शामिल होता है तो उस स्थिति प्रदान की जानेवाली किसी भी मौद्रिक प्रतिपूर्ति के लिए संविदाकार उत्तर दायित्व होगा, उदाहरण के लिए बैंक के किसी कर्मचारी को दी जानेवाली मौद्रिक राहत यदि ठेकेदार के कर्मचारी द्वारा यौन हिंसा सिद्ध हो जाती है।

घ) कार्यस्थल पर यौन उत्पीड़न की रोक थाम और अन्य संबंधित मुद्दों पर अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकार की होगी।

ड) ठेकेदार बैंक के परिसर में तैनात अपने कर्मचारियों की एक पूर्ण और अद्यतन सूची रखेगा, जिसे बैंक द्वारा मंगवाए जाने पर आसानी से उपलब्ध कराया जा सके।

a) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". 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 or Local Complaints committee as the case May be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the service provider against any employee of the Bank or any employee of any other firm working in 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 or other firm's employee, if sexual harassment 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.

e) The Contractor shall provide a complete and updated list of employees who are deployed within the Bank's premises.

2.18. अप्रत्याशित घटना Force Majeure:

इस करार के तहत दायित्वों को पूरा करने में किसी चूक के लिए कोई भी पार्टी जिम्मेदार नहीं मानी जाएगी, यदि चूक किसी पार्टी के नियंत्रण से परे कार्यों जैसे (जैसे दैवीय संकट, युद्ध की स्थिति, विद्रोह, मजदूर हड़ताल, किसी सरकारी कार्य, भूकंप, तूफान, टाइफून और अन्य प्राकृतिक आपदा आदि) के परिणामस्वरूप हुई हो। प्रत्येक पक्ष इस करार के तहत निष्पादन किए जाने वाले कार्यों को जारी रखने के सभी संभव प्रयास करने के लिए सहमति व्यक्त करते हैं। यदि अप्रत्याशित घटनाओं के कारण कार्य निष्पादन में बाधा की अवधि 30 दिनों से अधिक हो जाती है, तो पार्टी जिसकी कार्य निष्पादन क्षमता प्रभावित नहीं हुई है, लिखित सूचना देते हुए इस करार को निरस्त कर सकती है।

If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of God, war like situations, riots, labour strike, government actions, earthquakes, cyclones, typhoons, and other natural calamities, etc.), that party will not be deemed to have defaulted under this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement to continue. If the period of non-performance due to a force majeure event exceeds 30 days, the party whose ability to perform has not been so affected May, by giving written notice, terminate this Agreement.

2.19 ठेका श्रम (सीएलआरए) अधिनियम (विनियमन और उन्मूलन), 1970

मैं _____ कि _____ संबंधी कार्य मुझे प्रदत्त किया गया है। मैं वचन देता/देती हूँ कि मुझे प्रदत्त कार्य को पूरा करने के लिए मेरे द्वारा लगाए जाने वाले सभी मजदूरों को सभी प्रकार की मजदूरी का वास्तविक भुगतान उस दर पर किया जाएगा जो न्यूनतम मजदूरी अधिनियम 1948 के तहत निर्धारित दर से कम नहीं होगा तथा सीएलआरए अधिनियम 1970 के प्रावधानों के अनुपालन को सुनिश्चित किया जाएगा और साथ ही ऐसे वेतन का भुगतान करने में विफलता के साथ-साथ तथा सीएलआरए अधिनियम 1970 के प्रावधानों का पालन करने में विफलता के कारण सांविधिक प्राधिकारियों द्वारा प्रिंसिपल नियोक्ता के विरुद्ध प्रारंभ की जाने वाली सभी कार्रवाइयों के लिए प्रिंसिपल नियोक्ता को क्षतिपूरित रखने का वचन देता/देती हूँ। मैं समय-समय पर सरकारी अधिकारियों/बैंक के अधिकारियों के निरीक्षण के लिए सभी आवश्यक दस्तावेज/रिकॉर्ड रखूंगा/रखूंगी और उनका रख-रखाव करूंगा/करूंगी।

Contract Labour (Regulation & Abolition) Act (CLRA) ,1970

I _____ that the work of _____ awarded to me. I undertake to actually pay wages to all labourers of all description to be engaged by me for completion of _____ work awarded to me at the rate which is not less than the one prescribed under Minimum Wages Act 1948 and to ensure compliance to the provisions of CLRA Act 1970 and also keep the Principle Employer indemnified against all the actions that May be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and for failure to comply with the provisions of CLRA Act 1970. I shall keep and maintain all necessary documents/records for inspection of Government authorities/Bank's officials from time to time.

2.20 व्यक्तियों और संपत्ति के नुकसान के संबंध में बीमा

ठेकेदार, व्यक्तियों, जानवरों या वस्तुओं को होने वाली सभी हानि या क्षति के लिए और ठेकेदार या किसी उप-ठेकेदार या किसी नामित उप-ठेकेदार या उनके किसी भी कर्मचारियों की ओर से किसी भी चूक से उत्पन्न होने वाली संपत्ति के सभी नुकसान के लिए जिम्मेदार होगा। इस खंड के तहत आने वाले दायित्व में, अन्य बातों के साथ-साथ, संरचनाओं को किसी भी तरह की हुई क्षति भी शामिल होगा, चाहे वह कार्यस्थल के निकट हो या अन्यथा; सड़कों, गलियों, फुटपाथों, पुलों के साथ-साथ इमारतों और अन्य संरचनाओं और कार्यों को हुई क्षति जो इस करार से संबंधित हो। बारिश, हवा, पाला या मौसम की अन्य खराबियों के कारण इस अनुबंध के तहत आने वाले भवन और अन्य संरचनाओं और कार्यों को हुए किसी भी नुकसान के लिए भी ठेकेदार जिम्मेदार होगा। ठेकेदार, नियोक्ता को क्षतिपूर्ति करेगा और क्षतिपूरत रखेगा और उसे सभी और किसी भी तरह की क्षति से उत्पन्न होने वाले किसी भी नुकसान और व्यय के संबंध में और किसी भी चोट या क्षति के संबंध में किए गए किसी भी दावे के खिलाफ उसे क्षतिपूरित रखेगा, चाहे वह किसी भी कानून के तहत या अन्यथा और ऐसे दावों के परिणामस्वरूप किसी अवार्ड या मुआवजे या क्षति से संबंधित हो।

ठेकेदार, अपने स्वयं के खर्च पर, इस अनुबंध के तहत वास्तविक पूर्णता प्रमाण पत्र जारी होने तक, IRDAI द्वारा प्राधिकृत एक बीमा कंपनी के साथ, भूकंप जोखिम सहित अनुबंध की पूरी राशि के लिए बीमा हेतु **सर्व जोखिम नीति** को प्रभावी और बनाए रखेगा जो सभी जोखिम नीति को कवर करने के लिए नियोक्ता और ठेकेदार के संयुक्त नामे)पहले पक्षकार का नाम पहले रखा जाए(होगा तथा इसे काम शुरू करने से पहले नियोक्ता के पास जमा करना होगा।

ठेकेदार इस खंड में उल्लिखित सभी प्रकार के नुकसान की पूर्ति करेगा ताकि पूरे कार्यों की डिलीवरी हर तरह से पूर्ण और सही हो और संपत्ति या तीसरे पक्ष के नुकसान के सभी दावों को पूरा करे या अन्यथा पूर्ति करे।

ठेकेदार किसी भी व्यक्ति द्वारा नियोक्ता के खिलाफ अनुबंधित कार्यों या उसके परिणामी सभी दावों के लिए नियोक्ता को क्षतिपूर्ति करेगा और क्षतिपूरित भी रखेगा, और अपने स्वयं के खर्च पर अनुबंध के वास्तविक समापन तक प्रभावी और बनाए रखेगा, साथ ही ऐसे जोखिम को कवर करने के लिए IRDAI द्वारा प्राधिकृत बीमा कंपनी के साथ नियोक्ता और ठेकेदार के संयुक्त नामे एक बीमा पॉलिसी (पॉलिसी में पहले पक्षकार का नाम पहले होगा) रखेगा तथा इसे कार्य प्रारम्भ करने से पहले जमा करना होगा। "ठेकेदार सर्व जोखिम नीति" में तीसरे पक्ष की देयता किसी एक दुर्घटना या घटना के लिए प्रति व्यक्ति न्यूनतम ₹2.00 लाख (दो लाख रुपये मात्र) और किसी एक दुर्घटना या घटना के लिए संपत्ति के नुकसान के संबंध में ₹10.00 लाख (दस लाख रुपये मात्र) होगी। ठेकेदार इस अनुबंध की अवधि के दौरान नियोक्ता पर किए गए सभी दावों के लिए नियोक्ता को क्षतिपूर्ति भी करेगा, चाहे वह कामगार मुआवजा अधिनियम या किसी अन्य कानून के तहत हो या ठेकेदार या उप-ठेकेदार के किसी भी कर्मचारी के संबंध में या सामान्य कानून के तहत हो और इसे अपने स्वयं के खर्च पर अनुबंध के वास्तविक समापन तक प्रभावी और बनाए रखेगा या अनुबंध अवधि के दौरान नियोक्ता द्वारा अनुमोदित बीमा कंपनी के साथ, ऐसे जोखिमों को कवर करने हेतु बीमा पॉलिसी बनाए रखेगा और इस पॉलिसी को समय-समय पर नियोक्ता के पास जमा करेगा।

ऊपर दिए गए प्रावधान के अनुसार बीमा करने वाले ठेकेदार द्वारा चूक किए जाने की स्थिति में, नियोक्ता इस प्रकार की बीमा पॉलिसी खरीद सकता और इसके प्रीमियम की कटौती ठेकेदार को देय भुगतान में से कर सकता है।

ठेकेदार ऊपर उल्लिखित बीमा पॉलिसियों में नहीं शामिल किसी भी देयताओं के लिए जिम्मेदार होगा और साथ ही, किसी भी व्यक्ति, जानवर को हुई क्षति या इस अनुबंध को गलत तरीके से पूरा करने के परिणामस्वरूप हुई क्षति, जिसका कारण कुछ भी रहा हो, से संबंधित देयताओं के लिए जिम्मेदार होगा।

ठेकेदार किसी भी दावे या कार्य से संबंधित किसी भी दावे या कार्यवाही से उत्पन्न होने वाले सभी और किसी भी लागत, शुल्क या व्यय तथा इससे होने वाली किसी भी क्षति या मुआवजे के लिए नियोक्ता को क्षतिपूर्ति करेगा और क्षतिपूरित रखेगा।

इस तरह की चूक के संबंध में ठेकेदार के खिलाफ नियोक्ता के अन्य अधिकारों पर प्रतिकूल प्रभाव डाले बिना, नियोक्ता ठेकेदार को इस खंड के तहत देय किसी भी राशि में से किसी भी नुकसान की राशि, मुआवजे की लागत, शुल्क और नियोक्ता द्वारा भुगतान किए गए अन्य खर्चों की कटौती करने का हकदार होगा।

ठेकेदार इस खंड के तहत ली गई पॉलिसी के अनुरूप बीमाकर्ता द्वारा निपटान किए जाने पर, क्षतिग्रस्त कार्यों के पुनर्निर्माण या मरम्मत के लिए समुचित सावधानी के साथ आगे बढ़ेगा। इस घटना में इस तरह के नुकसान के संबंध में बीमाकर्ता से प्राप्त सभी धन का भुगतान ठेकेदार को किया जाएगा और ठेकेदार नष्ट या क्षतिग्रस्त सामग्री या माल के पुनर्निर्माण या मरम्मत के लिए किए गए खर्च के संबंध में किसी भी अन्य भुगतान के लिए हकदार नहीं होगा।

ठेकेदार, क्षति के बाद पुनर्निर्माण या पुनर्स्थापना के मामले में, नियोक्ता द्वारा निर्धारित उचित समय विस्तार के लिए हकदार होगा, लेकिन नियोक्ता यहां निर्धारित किसी भी दावे के निपटान में बीमाकर्ता द्वारा अंतिम रूप से भुगतान की गई राशि में किसी भी कमी या कमी के लिए प्रतिपूर्ति का हकदार नहीं होगा।

इस खंड के तहत अपने दायित्व पर प्रतिकूल प्रभाव डाले बिना, ठेकेदार सभी नामित उप-ठेकेदारों को इस खंड के प्रावधानों के अनुसार, कार्यों के अपने-अपने हिस्से के लिए, बीमा की समान नीतियों को लागू करेगा और इस प्रकार की बीमा पॉलिसी नियोक्ता को प्रस्तुत करेगा। ठेकेदार, नामित उप-ठेकेदार को तब तक कार्य स्थल पर-काम शुरू करने की अनुमति नहीं देगा जब तक कि उक्त बीमा पॉलिसी प्रस्तुत नहीं की जाती है। कार्य स्थल पर-काम शुरू

करने से पहले उप-ठेकेदार द्वारा बीमा की ऐसी पॉलिसी लेने में विफल रहने की स्थिति में, ठेकेदार, उक्त उप-ठेकेदार के कारण होने वाले किसी भी दावे या क्षति के लिए जिम्मेदार होगा।

कोविड-19 या किसी अन्य प्रकार के व्यवधान, यदि कोई हो, के कारण विस्तारित अवधि के लिए भी बीमा की लागत ठेकेदार को वहन करनी होगी।

Insurance in respect to damages to persons and property

The Contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which May arise from any factor omission on the part of the Contractor or any Sub-Contractor or any nominated Sub-Contractor or any of their employees. The liability under this clause shall cover also, interalia any damages to structures, whether immediately adjacent to the works or otherwise; any damage to roads, streets, footpaths, bridges as well as damage caused to the buildings and other structures and works forming the subject matter of this contract. The contractor shall also be responsible for any damage caused to the building and other structures and works forming the subject, matter of this contract due to rain, wind, frost or other inclemency of weather. The contractor shall, indemnify and keep indemnified the Employer and hold him harmless in respect of all and any loss and expenses arising from any such injury or damage to persons or property as aforesaid and also against any claim made in respect of injury or damage, whether under any statute or otherwise and also in respect of any award or compensation or damage consequent upon such claims.

The contractor shall reinstate all damage of every sort mentioned in this Clause so as to do delivery of the whole of the works complete and perfect in every respect and so as to make good or otherwise satisfy all claims for damage to property or third parties.

The Contractor shall also indemnify and keep indemnified the Employer against all claims which May be made against the Employer by any person in respect of anything which any arise in respect of the works or in consequence thereof and shall at his own expense, effect and maintain until the virtual completion of the contract, with an Insurance Company authorized by the IRDAI a policy of Insurance in the joint names of the Employer and the Contractor (name of the former being placed first in the policy) against such risk and deposit such policy or policies before commencement of the works. Third party liability in "Contractors All Risk Policy" shall be minimum **₹ 2.00 lakh (Rupees Two lakh only)** per person for any one accident or occurrence and **₹ 10.00 lakh (Rupees Ten lakh only)** in respect of damage to property for any one accident or occurrence. The contractor shall also indemnify the employer against all claim 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 of Sub-Contractor and shall at his own expense effect and maintain until the virtual completion of the contract or with an Insurance Company, approved by the Employer, a policy of insurance against such risks and deposit such policy or policies with the Employer from time to time during the currency of this contract.

In default of the contractor insuring as providing above, the employer May so insure and May deduct the premiums paid from any moneys due or which May become due to the contractor.

The contractor shall be responsible for any liability which May not be covered by the Insurance Policies referred to above and also for all other damages to any person, animal or defective carrying out of this contract, whatever, May be the reasons due to which the damage shall have been caused.

The contractor shall also indemnify and keep Indemnified the Employer against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and also in respect of any of damage or compensation arising there from.

Without prejudice to the other rights of the employer against contractor in respect of such default, the employer shall be entitled to deduct from any sums payable to the contractor the amount of any damages, compensation costs, charges and other expenses paid by the employer and which are payable the contractor under this clause.

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

The contractor, in case of re-building or reinstatement after damage shall be entitled to such extension of time for completion as the Employer May deem fit, but shall, however, not be entitled to reimbursement by the employer of any shortfall or deficiency in the amount finally paid by the insurer in settlement of any claim arising as set out herein.

Without prejudice to his liability under this clause, the contractor shall also cause all nominated sub-contractors to effect, for their respective portions of the works, similar policies of insurance in accordance with the provisions of this clause and shall produce or cause to produce to the employer such policies. The contractor shall not permit a nominated sub-contractor to commence work at the site unless the said insurance policies are submitted. In the event of failure of the sub-contractor to take out such a policy of insurance before commencing the works at the site, the contractor shall be responsible for any claim or damage attributable to the said sub-contractor.

The cost of insurance has to be borne by the Contractor even for the extended period if any due to COVID-19 or any other kind of disruption.

2.21 एक बोलीदाता निम्नलिखित आधारों पर डिबारमेंट/बोली से अयोग्यता के लिए उत्तरदायी है:

1. यदि यह निर्धारित किया जाता है कि बोलीदाता ने सत्यनिष्ठा संहिता के उल्लंघन में निम्नलिखित कार्य या चूक की है:

- a. मैं एक खरीद प्रक्रिया में अनुचित लाभ या अन्यथा खरीद प्रक्रिया को प्रभावित करने के बदले प्रत्यक्ष या अप्रत्यक्ष रूप से प्रस्ताव, याचना या रिश्वत, इनाम या उपहार या किसी भी भौतिक लाभ की स्वीकृति।
- b. कोई भी चूक या गलत बयानी जो गुमराह कर सकती है या गुमराह करने का प्रयास कर सकती है ताकि वित्तीय या अन्य लाभ प्राप्त किया जा सके, या किसी दायित्व से बचा जा सके।
- c. किसी भी मिलीभगत, बोली में हेराफेरी या प्रतिस्पर्धा-विरोधी व्यवहार जो पारदर्शिता, निष्पक्षता और खरीद प्रक्रिया की प्रगति को बाधित कर सकता है।
- d. खरीद प्रक्रिया में या व्यक्तिगत लाभ के लिए अनुचित लाभ प्राप्त करने के इरादे से खरीदकर्ता इकाई द्वारा बोलीदाता को प्रदान की गई जानकारी का अनुचित उपयोग।
- e. निविदा या अनुबंध की निष्पादन प्रक्रिया से संबंधित बोलीदाता और खरीद इकाई के किसी भी अधिकारी के बीच कोई वित्तीय या व्यावसायिक लेनदेन, जो प्रत्यक्ष या अप्रत्यक्ष रूप से खरीद इकाई के निर्णय को प्रभावित कर सकता है।
- f. खरीद प्रक्रिया को प्रभावित करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से, किसी भी हिस्से या उसकी संपत्ति को नुकसान पहुंचाने या नुकसान पहुंचाने के लिए कोई जबरदस्ती या कोई खतरा।
- g. खरीद प्रक्रिया की किसी भी जांच या लेखा परीक्षा में बाधा।
- h. किसी निविदा प्रक्रिया में भाग लेने या अनुबंध सुरक्षित करने के लिए झूठी घोषणा करना या झूठी जानकारी प्रदान करना।
- i. हितों के टकराव का खुलासा करने में विफल

j. पिछले तीन वर्षों के दौरान भारत या किसी अन्य देश में किसी भी सार्वजनिक संस्थान / संस्था के साथ उपखंड (i) के प्रावधानों के संबंध में किए गए किसी भी पिछले उल्लंघन का खुलासा करने में विफल रहा या किसी सार्वजनिक खरीद संस्थान / संस्था द्वारा प्रतिबंधित किया गया।

2. सत्यनिष्ठा संहिता के उल्लंघन के अलावा बोलीदाता द्वारा किसी भी कार्रवाई या चूक के लिए, जो बैंक की राय में घटिया सामग्री की आपूर्ति, सामग्री की गैर-आपूर्ति, कार्यों का परित्याग, - कार्यों की मानक गुणवत्ता, निविदा की शर्तों का पालन करने में विफलता आदि।

3. यदि बोलीदाता को किसी अपराध का दोषी ठहराया गया है - (ए) भ्रष्टाचार निवारण अधिनियम, 1988 के तहत; या (बी) सार्वजनिक खरीद अनुबंध के निष्पादन के हिस्से के रूप में जीवन या संपत्ति के किसी भी नुकसान या सार्वजनिक स्वास्थ्य के लिए खतरा पैदा करने के लिए भारतीय दंड संहिता या किसी भी समय लागू कोई अन्य कानून।

A bidder is liable for debarment / disqualification from bidding on the following grounds:

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

b. any omission or misrepresentation that May mislead or attempt to mislead so that financial or other benefit May be obtained, or an obligation avoided.

c. any collusion, bid rigging or anticompetitive behavior that May impair the transparency, fairness and the progress of the procurement process.

d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.

f. any coercion or any threat to impair or harm directly or indirectly, any part or its property to influence the procurement process.

g. obstruction of any investigation or auditing of a procurement process.

h. making false declaration or providing false information for participation in a tender process or to secure a contract.

i. failed to disclose conflict of interest.

j. failed to disclose any previous transgressions made in respect of the provisions of sub clause with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

2. For any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Bank warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide terms of the tender etc.,

3. If the bidder has been convicted of an offence – (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to the public health as part of execution of a public procurement contract.

2.22 दोष दायित्व अवधि के दौरान जुर्माना – कोई भी दोष जिसके परिणामस्वरूप सिस्टम की पूर्ण विफलता नहीं हो सकती है यदि सूचना के 72 घंटे के भीतर दोष को ठीक नहीं किया जाता है तो ₹500/- प्रति दिन के दर से, अधिकतम AMC राशि के 10% प्रति घटना जुर्माना लगाया जाएगा और सिस्टम की पूर्ण विफलता के परिणामस्वरूप होने वाली किसी भी खराबी को यदि सूचना के 24 घंटे के भीतर दोष को ठीक नहीं किया जाता है तो ₹2,500/- प्रति दिन के दर से जुर्माना लगाया जाएगा AMC राशि अधिकतम 10% प्रति घटना के अधीन लगाया जाएगा।

Penalty during Defect Liability Period and CAMC – Any defects in independent devices, components, cables which May not result in total failure of the system is not rectified within 72 hours of lodging a complaint with the firm either by an e-mail or over telephone, a penalty at the rate of Rs. 500/- per day will be levied subject to a maximum of 10% of the AMC amount and any defects resulting in total failure of the system is not rectified within 24 hours of lodging a complaint with the firm, a penalty at the rate of Rs.2,500/- per day will be levied subject to a maximum of 10% of the AMC amount

2.23 मध्यस्थता द्वारा विवाद का निपटारा

किसी भी प्रकार के सभी विवाद और मतभेद, जो अनुबंध या कार्य के निष्पादन के संबंध में या के संबंध में उत्पन्न होते हैं (चाहे कार्यों की प्रगति के दौरान या उनके पूरा होने के बाद और अनुबंध के परित्याग या उल्लंघन के निर्धारण से पहले या बाद में) बैंक द्वारा संदर्भित और तय किया जाएगा जो लिखित रूप में अपना निर्णय बताएगा। ऐसा निर्णय अंतिम प्रमाणपत्र या अन्यथा के रूप में हो सकता है। किसी भी अपेक्षित मामले के संबंध में बैंक का निर्णय अंतिम होगा और अपील के बिना जैसा कि उसमें कहा गया है। लेकिन यदि ठेकेदार किसी भी मामले पर असंतुष्ट है, जिस पर बैंक द्वारा उपरोक्त निर्णय लिया जाता है, तो किसी भी अपेक्षित मामले को छोड़कर, ठेकेदार ऐसे निर्णय की सूचना प्राप्त करने के 28 दिनों के भीतर दूसरे पक्ष को एक लिखित नोटिस दे सकता है, जिसमें यह अपेक्षा की जाती है कि विवादित मामलों में मध्यस्थता की जाए। इस तरह की लिखित सूचना में उन मामलों को निर्दिष्ट किया जाएगा, जो विवाद या मतभेद में हैं, जिसके लिए ऐसी लिखित सूचना दी गई है। यदि दोनों पक्ष सहमत होते हैं, तो इस उद्देश्य के लिए एक ही मध्यस्थ नियुक्त किया जाएगा। यदि एकल मध्यस्थ की नियुक्ति पर कोई समझौता नहीं हो पाता है, तो दोनों पक्ष अपनी ओर से एक-एक व्यक्ति को मध्यस्थ के रूप में नामित करेंगे। पार्टियों द्वारा नामित दो मध्यस्थ तीसरे मध्यस्थ के रूप में कार्य करने के लिए एक और व्यक्ति को नामित करेंगे।

मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, के पास किसी भी प्रमाण पत्र, राय, निर्णय, मांग या नोटिस को खोलने, समीक्षा करने और संशोधित करने की शक्ति होगी, अपवादित मामलों के संबंध में छोड़कर, पूर्ववर्ती खंड में संदर्भित, और निर्धारित करने के लिए विवाद के सभी मामले जो मध्यस्थता के लिए प्रस्तुत किए जाएंगे और जिनमें से पूर्वोक्त के रूप में नोटिस दिया जाएगा।

मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, एक वर्ष के भीतर अपना निर्णय देगा (या ऐसा आगे बढ़ाया गया समय जैसा कि उसके द्वारा तय किया जा सकता है या पार्टियों की सहमति से मामला हो सकता है) की तारीख से संदर्भ में प्रवेश। यदि मध्यस्थता की कार्यवाही के दौरान पक्ष परस्पर अपने विवाद या मतभेद को सुलझा लेते हैं या समझौता कर लेते हैं, तो पार्टियों द्वारा समझौते या समझौते का संयुक्त ज्ञापन दाखिल करने पर, मध्यस्थ या मध्यस्थ, जैसा भी मामला हो, इस तरह के समझौते के संदर्भ में एक निर्णय देगा। या समझौता।

इस तरह के किसी भी संदर्भ पर, संदर्भ और पुरस्कार के लिए आकस्मिक लागत पर निर्णय क्रमशः मध्यस्थ या मध्यस्थों के विवेक पर होगा, जो उस राशि का निर्धारण कर सकते हैं या पार्टी के बीच उस पर कर लगाने का निर्देश दे सकते हैं। और पार्टी, और किसके द्वारा और किसके द्वारा और किस तरीके से वहन और भुगतान किया जाएगा। इस निवेदन को भारतीय मध्यस्थता और सुलह अधिनियम, 1996 या उसके किसी भी वैधानिक संशोधन के अर्थ के भीतर मध्यस्थता के लिए प्रस्तुत करना माना जाएगा।

मध्यस्थ या मध्यस्थों का निर्णय, जैसा भी मामला हो, अंतिम और पार्टियों के लिए बाध्यकारी होगा। यह सहमति है कि ठेकेदार ऐसे किसी भी मामले, प्रश्न या विवाद को मध्यस्थता के लिए भेजे जाने के कारण कार्यों को पूरा करने में देरी नहीं करेगा, लेकिन सभी उचित परिश्रम के साथ कार्यों को आगे बढ़ाएगा और मध्यस्थ या मध्यस्थों के निर्णय तक करेगा, जैसा भी मामला हो, दिया जाता है, बैंक के निर्णय का पालन करें। मध्यस्थ या मध्यस्थों का कोई भी निर्णय, जैसा भी मामला हो, ठेकेदार को कार्यों के वास्तविक निष्पादन के संबंध में बैंक के निर्देशों का सख्ती से पालन करने के अपने दायित्वों से मुक्त नहीं करेगा। नियोक्ता और ठेकेदार इस बात से भी सहमत हैं कि इस खंड के तहत मध्यस्थता अनुबंध के तहत कार्रवाई के किसी भी अधिकार के लिए एक पूर्व शर्त होगी। मध्यस्थता का स्थान जयपुर, भारत होगा।

Settlement of dispute by Arbitration

All disputes and differences of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or after their

completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision May be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the expected matters shall be final and without appeal as stated in thereof. But if the Contractor be dissatisfied on any matter on which a decision is taken by the Bank as above, except any of the expected matter the Contractor May within 28 days after receiving notice of such decision give a written notice to the other party requiring that the matters in dispute be arbitrated upon. Such written notice shall specify the matters, which are in dispute or difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator.

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

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

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case May be, who May determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

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

यदि ठेकेदार एक साझेदारी फर्म अथवा व्यक्ति हो	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को नियोक्ता और ठेकेदार दोनों ने इस करार को निष्पादित करने हेतु हस्ताक्षर किया है और इसे दो प्रतियों में तैयार किया गया है।
If the Contractor is a partnership firm	IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first herein above written.

यदि ठेकेदार एक कंपनी हो	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को इस करार को निष्पादित करने हेतु नियोक्ता और ठेकेदार दोनों ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से मुहर सहित हस्ताक्षर किया है तथा इसे दो प्रतियों में तैयार किया गया है।
If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

हस्ताक्षर खंड

Signature Clause:

भारतीय रिज़र्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।

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

श्री /Shri

(नाम और पदनाम)/(Name and designation)

.....

.....

की उपस्थिति में/in the presence of

(1)

(नाम और पदनाम)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, जयपुर कार्यालय

Reserve Bank of India, Jaipur

(गवाह/witness)

(2)

(नाम और पदनाम)

(Name & Designation)

संपदा विभाग

Estate Department

भारतीय रिज़र्व बैंक, जयपुर कार्यालय

Reserve Bank of India, Jaipur

(गवाह/Witness)

द्वारा हस्ताक्षरित और सुपुर्द SIGNED AND DELIVERED BY

यदि पार्टी साझेदारी फ़र्म या एक व्यक्ति है तो सभी साझेदारों द्वारा या उन सभी की ओर से हस्ताक्षरित किया जाना चाहिए

If the party is a partnership firm or an Individual should be signed by all or on behalf of all the Partners

निम्न की उपस्थिति में In the presence of:

(1)

पता/Address: -----

(गवाह/Witness)

(2)

पता/Address: -----

(गवाह/Witness)

नोट Note:

बैंक, ठेकेदार के साथ करार करने से पहले करार की शर्तों में संशोधन करने का अधिकार सुरक्षित रखता है ।

Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.

SECTION III

General Instructions to Tenderers and Special Conditions

3.1 Commercial conditions:

3.1.1 Sealed e-Tenders are invited for **“Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur** for an estimated cost of **Rs. 13.50 Lakh** from eligible firms.

3.1.2 Eligibility Criteria:

Tenders will be considered for only those firms who meets the following requirements:

- Only those firms having minimum 5 years of experience as on September 30, 2026 in carrying out similar works as, **Supply, Installation, Testing and commissioning of X-Ray Baggage Scanner System** for large office buildings/commercial premises

AND

- During last five years (as on or before September 30, 2026) have executed successfully similar completed works of **Supply, Installation, Testing, and commissioning of X-Ray Baggage Scanner System** as under:

- (a) Three works each costing not less than the amount equal to 40% of the estimated cost

OR

- (b) Two works each costing not less than the amount equal to 50% of the estimated cost

OR

- (c) One work costing not less than the amount equal to 80% of the estimated cost during the last five years

AND

- Minimum yearly turnover of 100% of the estimated cost during last 3 financial years (i.e., 2023-24, 2024-25, 2025-26) supported by audited financial statements.

AND

- should have service setup at **Jaipur / Delhi NCR** for rendering after sales service.

Tenderers should upload the following documents in respect of their eligibility:

- Copies of detailed work order indicating scope and value of works.
- Completion certificate for the qualifying works.
- List of completed works with all the details.
- Financial statement for turnover for last 3 years

A Tender submitted by a firm who is found to be not satisfying the above criteria will be rejected

NOTE: Participating bidders will be considered for purchase preference under Public Procurement (Preference to Make in India), PPP – MII order – 2017 Revised, Government of India, subjected to their submission of self-certifications & fulfilment of all other documents, conditions of the above “PPP – MII order – 2017 Revised” of Government of India.

3.1.3 e-Tender submission:

The e-Tender shall be prepared and submitted online in two parts, viz., Part I and Part II, respectively. Telegraphic, Fax and E-mail e-Tenders will not be accepted. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the e-Tenderers signature. All copies of the e-Tenders should be complete in all respects with all attachments/ enclosures/ annexures.

3.2 Tenderers are advised to submit e-Tender on CPPP website (<https://etenders.gov.in/eprocure/app>). If applicants desire to submit additional information, they May upload the same on CPPP website on their own letter head/ paper. Each page of the forms shall be signed and submitted.

3.3 a) The e-Tender should be uploaded online within the stipulated time / date.

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

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

3.4 Part I – Technical & Commercial

3.4.1 Part I shall contain the unpriced e-Tender consisting of scope of works as specified and documents and commercial terms and conditions. Earnest money in the form of NEFT shall be paid and it should be reflected in our account on or before stipulated time for submission of tender.

3.4.2 Pre-Qualification documents of the e-Tender along with EMD shall contain the following:

- a) Power of Attorney/authorisation with the seal of the company/firm in the name of the person signing the e-Tender documents.
- b) List of deviation, if any, in commercial/technical specification.
- c) Detailed proposed system drawing and full equipment details.

- d) A letter from the OEM, authorising the bidder to participate in the e-Tender along with a copy of the agreement with the OEM as regards implementation of similar projects in India and their after sales service
- e) **Detailed specifications** of each of the offered items such as **X-ray Baggage Scanner systems**, Display monitors, Voltage stabilisers, cables etc. matching with the specifications contained under this contract along with manufacturer's catalogue / product brochure. If there are some variations in specifications and dimensions of the equipment's / products as contained under the manufacturer's catalogue / product brochures Vis-a-vis those given under the specifications contained under this e-Tender document, the specifications and dimensions given in this e-Tender document shall prevail.
- f) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while submitting the technical bid.
- g) **Product support for minimum 8 years shall be given.** Tenderer shall specifically indicate the product support offered against this e-Tender & submit an undertaking in this regard. (Annexure -X)
- h) The e-Tenderer should have maintenance set-up at **Jaipur/Delhi NCR** i.e. address & telephone / fax nos. of maintenance set-up along with proof of the same shall be indicated.
- i) Technical data sheet as given under Section-VI/VII shall be filled up giving full information.
- j) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- k) Duly filled in and signed copies of client's reports (from two clients in the attached format, for whom similar works is executed) and Banker's certificate are to be attached with tender.

3.5.3 Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before Tendering.

3.5.4 The Tenderers are advised to submit the e-Tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the e-Tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the e-Tender documents has any price implications, the same should be considered and included in the quoted price. **Any Tender containing deviation from the terms and conditions is liable for rejection.**

3.5.5 The e-Tenderers shall submit full details of the patent, trademark, 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.

3.5.6 All information, correspondence letters shall be addressed to **Regional Director, Reserve Bank of India, Estate Department, 2nd Floor, Jaipur.**

3.6 Part II - Price

Part II – “Price bid”, supplied along with the e-Tender.

- (a) This part shall contain prices in Indian Rupees only with break-up of price as per format (Part II). No other enclosure is permitted in Part II. Change of terms and conditions and technical deviations, if any, found in Part II of the e-Tender will not be taken into account and will be treated as null and void.
- (b) The Tenderer must use only the forms issued by the Bank to fill in the rates. The e-Tender form must be filled in English. If any of the documents is missing, the e-Tender May be considered invalid by the Bank in its discretion.
- (c) All erasures and alterations made while filling the e-Tender must be attested by initials of the Tenderer. Overwriting of figures is not permitted. Failure to comply with either of these conditions will render the e-Tender void at the Bank's option.
- (d) No request for any change in rate or conditions after the opening of the part II of the e-Tender will be entertained.
- (e) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.
- (f) For any item, if the rate and amount do not tally with respect to the quantity, then the amount arrived on the basis of quoted rates shall only be acceptable and in case of variation of rates in figures and words, the rate quoted in words will only be considered for arriving at the total amount for that item.
- (g) The rates quoted shall be firm and shall not be subjected to variations in exchange rate, rate of taxes, duties, levies or variation in labour rates. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumable, labour, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, erection etc. at the specified site till the work is finally handed over to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Similarly, no import license will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the contractor's own import license. All payments will be made at Jaipur and will be in Indian rupees only. The tenderers are advised to include all taxes in the quoted amount.
- (h) Tenderers are advised to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but May vary to any extent and May even be omitted depending upon the site conditions and

requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

- (i) As regards make of equipment acceptable to the Bank the tenderers are advised to refer to "Section V – Technical Specification" and to the list of approved make of materials/equipment's. The tenderers are advised to quote for the make out of the approved list, conforming to the specification and which is most economical. The tenderers are advised not to quote with alternative equipment's. The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of make of components of the equipment offered.
- (j) The tenderer must obtain for himself on his own responsibility and at his own expenses all the information which May be necessary for the purpose of making a tender and for entering into a contract and must examine the Drawings and must inspect the site of the work and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters pertaining thereto.

3.8 Opening of e- Tender

Part I of the e-Tenders will be opened on **stipulated time** and Price bid (Part II) of only those e-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.

3.9 Brief Scope of Work

3.9.1 The scope of work shall include the following:

- Supply and delivery of all equipment's, materials for the captioned work to Bank's site (i.e. at MOB, RBI Jaipur) including insurance, packing, handling, transporting, loading / unloading etc. at site.
- **Installation, Testing, Commission of X-Ray Baggage Scanner System** and handing over the systems to Bank.
- Providing regular Inspection and Upkeep of system inclusive of periodic service etc.
- Approval, if any, of local statutory authorities for installation of the **X-Ray baggage scanner system**.

3.9.2 The Tenderer should indicate the complete description of the working of the system / sub systems and their power requirements with all relevant brochures/literature etc. in addition to those called for in the Technical Specifications:

3.9.3 The Tenderer shall carefully check the specifications and shall satisfy himself that the equipment offered is suitable as per the Bank's Technical Specifications.

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

3.10 Validity of e-Tender

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

3.11 Lowest e-Tender Not Necessarily to Be Accepted

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

3.11.2 The Tenderers shall not be entitled to claim any costs, charges, damages and expenses of and incidental to or incurred by him through or in connection with his submission of e-Tenders, even though the Bank May elect to modify/withdraw the e-Tender.

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

3.12.1 All Tenderers shall deposit Earnest Money of **Rs. 27,000/-** by NEFT in favour of Reserve Bank of India, payable at Jaipur, from any Scheduled Commercial Bank. The EMD paid by the e-Tenderer shall be held by the Reserve Bank of India initially valid for 90 days, shall remain un-discharged for such period as May be specified for keeping the tender open. EMD of all tenderers 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.

Earnest Money deposited by successful tenderer shall be refunded on obtaining a **“Performance Bank Guarantee (PBG)”** from any scheduled commercial bank in the form prescribed by the Bank in Annex towards security deposit for due fulfilment of the contract. EMD will be forfeited, if the vendor / contractor withdraws bid after opening of the commercial bid or if the vendor / contractor fails to commence the work awarded to him / her within the prescribed time limit.

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

3.12.2 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract May be deducted from the security deposit, if the amount

so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

3.12.3 **Retention money During Defect Liability Period/ Warranty period:**

To ensure due fulfilment of the terms and obligations of the defect liability period, retention money deposit (RMD) equal to 5% of the value of work executed shall be deducted from each RA Bill & final bill of the Contractor.

3.12.3 (a) Performance Bank Guarantee (PBG) as security deposit for completion period: in addition to the Retention Money Deposit, on receipt of intimation from the Employer of the acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and **within 14 days** thereof deposit, **a Performance Bank Guarantee (PBG) for an amount of 5% of the contract value** (gross capital cost of equipment only), in prescribed format (see Annexure IV)/ or amount equivalent to PBG through online mode (NEFT), or alternative mechanism like withholding of an amount equivalent to PBG amount from vendor's bill, with explicit written consent of vendor, till submission of PBG / completion of contractual obligations May also be considered, including charges / interest amount as detailed below in sub-para (a). This PBG will be held for the entire period of currency of contract **till completion of DLP (Defects Liability Period)** for the due fulfilment of the contractual obligations by the contractor. The amount received through online mode / withheld from vendor's, with explicit written consent of the vendor in lieu of PBG shall be parked in Security Deposit Account.

(a) In case of delays in submission of unavoidable circumstances, charge for delay in submission of Performance Bank Guarantee shall be recovered from the bills of the contractor at Bank rate.

This total amount (Performance Bank Guarantee + Retention Money) will be termed as Security Deposit. Earnest Money Deposit (EMD) will be released after award of work and on submission of Performance Bank Guarantee (PBG). RBI will release security deposit i.e. Performance Bank Guarantee and Retention Money (PBG +RM) **after completion of one year of the Defects Liability Period and submission of Bank Guarantee for fulfilment of obligations towards CAMC**. The amounts retained by the RBI shall not bear any interest.

(b) Bank Guarantee towards CAMC (i.e., Comprehensive Annual Maintenance Contract) period:

To ensure due fulfilment of the terms and obligations of the AMC period of total 7 years (after completion of defect liability period) by the contractor, the contractor, prior to the end of defect liability period, shall submit a Bank guarantee as security deposit for an amount equal to 5% of the value of work executed, which shall remain valid till 04 years

of AMC period from the day of completion of defect liability period. ***The PBG (as mentioned in clause 3.12.3 (a) above) shall be released only after submission of this Bank Guarantee.*** In case of non-receipt of this BG till 02 weeks prior to the expiry of PBG (at 3.12.3 (a) above), the Bank (RBI Jaipur) shall have the right to invoke the latter (PBG).

On eve of expiry of 04 years of completion of AMC, the contractor shall submit a fresh BG amounting 50% of the original BG amount before two weeks of expiry of initial BG and shall be valid for next 03 years of AMC period

3.13 Terms of Payment

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

- 1) 60% of the quoted supply rate on pro-rata basis against delivery of materials after checking at site, after receipt of the material at site 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 35% of the quoted rates after installation, testing, commissioning, and handing over of the entire system and submission of performance BG for one year of Defect Liability period as per clause 3.12.3(a) and remaining 5% will be released after successful completion of defect Liability Period.

3.14 Taxes

- 3.14.1 The prices quoted shall be deemed to have GST taxes. If the Tenderer fails to include such taxes and duties in the e-Tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.15 Insurance

The contractor shall, within 14 days from the date of issue of work order, insure the works at his cost and keep them insure until the virtual completion of the works, 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 14 days from the date of issue of work order. 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.

- Transit insurance for transportation from manufacturer's works to site (by Air/Sea/Road etc. as applicable)
- Storage, Installation, testing and commissioning policy (CAR-Contractor All Risk Policy) for contract amount.
- 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.

3.16 Completion Period

3.16.1 Time allowed for carrying out the work of 60 days as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 14 days after the date of issue of work order.

3.16.2 Damages for non-completion

The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he

shall be liable to pay liquidated damages as defined in “Appendix herein before referred to” **liquidated damages at a rate of 0.25%** of contract value per week of delay beyond the stipulated period subject to a **maximum of 10%** of the contract amount, will be levied and the Employer May deduct such damages from any money due to the Contractor.

3.16.3 The successful tenderer shall submit a programme for completion of supply, installation, testing & commissioning of the various components & sub-assemblies. Such programme 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.

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

3.17 Warranty/ Defects Liability Period.

3.17.1 The entire system shall be warranted against all types of defects including any manufacturing/design/ installation defects etc. for a minimum period of **one year** from the date of handing over of the equipment to the Bank/Virtual completion date. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified /replaced by the tenderer free of cost. During this period, servicing at not less than FOUR servicing and attending to ANY NUMBER of breakdown calls, as prescribed by the manufacturer, and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service centre. The tenderers shall also quote their charges separately for Comprehensive Annual Maintenance Service Contract (CAMSC) after the expiry of the guarantee period as per the scope. This rate for the Comprehensive Annual Maintenance service contract shall be valid for a period of 1 year after expiry of Defect Liability Period (DLP) of 1 year and payment shall be made on half yearly basis on rendering satisfactory service. 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 applied.

	Condition	Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	24 hours	Rs.2500/- per day subject to maximum 10% of the AMC amount
(b)	Any defects in independent devices, components, cables which	72 hours	Rs.500/- per day subject to maximum

	May not result in total failure of the system		10% of the AMC amount.
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3.17.2 The tenderers shall indicate details such as the service centre from which the proposed systems at MOB, RBI Jaipur will be serviced, the staff strength at that centre and the availability of spares for the system at that centre.

3.17.3 Any penalty during the CAMC shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

3.18. Comprehensive Annual Maintenance Service Contract (CAMSC) after DLP period

(a) The Tenderers shall quote their charges separately for comprehensive annual maintenance service of complete system as per schedule of quantities **which will be applicable after one year of defect liability period (DLP)**. The rates shall also include the charges for the insurance of the workmen for carrying out the above job and GST for maintenance shall be quoted in respective column in the BOQ.

(b) The system shall be inspected, upkeep/serviced/cleaned periodically. The periodicity shall be minimum four services in a year i.e. **quarterly service**, or more if required depending upon the weather conditions.

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

(d) Penalty for delay in rectification during CAMC:

During the comprehensive annual maintenance service period (after DLP period), any fault in the system shall be rectified within 24 hours of receipt of intimation of the defect in the system. The quoted rates shall, therefore, take into account all the cost, including travel cost from the nearest service station. The penalty for delay in rectification during CAMC is similar to the penalties during DLP. Any penalty during the CAMC shall be recovered from any dues payable to the contractor or invoke from the bank guarantee.

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

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

This service contract shall be renewed for an additional period of at least 8 years after one year of defect liability period and first year of Comprehensive Annual Maintenance Service Contract. While renewing the contract the new contract amount will be arrived at based on following formula.

$AC = AP [(15+60 \times (EPIC/EPIP) + 25 \times (CPIC/CPIP))] \times (1/100)$	
AC	The contract amount for the current year.
AP	The contract amount for the previous year.
EPIC	Wholesale Price Index for Electrical Equipment 6 months prior to the commencement date of contract for the current year.
EPIP	Wholesale Price Index for Electrical Equipment 6 months prior to the commencement date of contract for the previous year.
CPIC	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year.
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

The successful Tenderer shall enter into an agreement for comprehensive annual maintenance contract of the system with the Bank.

3.19 Packing and Dispatch

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

3.20 Signing of Contract Agreement

The General instructions to the Tenderers and special conditions, conditions hereinbefore referred to Conditions of Contract and Technical Specifications and drawings enclosed with the e-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. The successful tenderer shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance / work order. However, the issue of letter of acceptance / work order by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

3.20.1 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 e-Tender documents should be signed for his/their having acquainted himself/themselves in the general conditions of contract, Technical specifications, etc.

- 3.20.2 The e-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 e-Tender May be rejected.
- 3.20.3 On receipt of intimation from the Bank of the acceptance of his/their e-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 e-Tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so e-Tendering, whether such contract is or is not subsequently executed.
- 3.20.4 The contractor shall not assign the contract. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer May serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.

3.21 Sufficiency of Schedule of Quantities

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

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

3.22 Language

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

3.23 Right to Accept Part e-Tender

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

3.24 Evaluation of e-Tender

E-Tenders will be evaluated on the basis of **Total Cost of Ownership (TCO)** of the system which will be calculated on the basis of capital cost of the system and taking into account the effect of rates quoted for comprehensive annual maintenance contract for a period of 07 years after the expiry of one year of defect liability / guarantee period.

Tendered offers shall be evaluated on the basis of the Total Cost of Ownership of the X-Ray Baggage Scanner System having 8 years of useful service life. The said Total Cost of Ownership shall comprise:

(a)	Capital Cost of X- Ray Baggage Scanner Systems	Say (A)
(b)	Buyback of old X-Ray Baggage Scanner (make-BEL, model- Inner Vision 6040)	Say (B)
(c)	Comprehensive Annual Maintenance Service Contract Charges.	Say (C)
	Note : NPV of comprehensive annual maintenance Service contract charges for the period of 7 years after 1 year defect liability period shall be calculated assuming 5% per annum escalation on AMC charges fixed for one year after expiry of one year warranty period, half yearly payment and with a discount rate of 8% per annum. Thus, the <i>Multiplying Factor (MF)</i> for working out NPV of AMC for 7 years after (1 year guarantee period) shall be 5.686. Note: Payment for AMC shall, however, be made strictly as per rates and amounts quoted in the Part II of tender under head of Comprehensive AMC	
(d)	Total Cost of Owning the X- Ray Baggage Scanner System for 8 years of useful service life shall be worked out as $TCO = \{ (A - B) + (C \times MF) \}$	Say (D)
(e)	The work will be awarded for the lowest value of (D) above.	

Total Cost of Ownership (D) = { (A – B) + (5.686 X C) }

3.25 Pre dispatch Inspection

Before dispatching the equipment to site, the equipment, will be inspected at the discretion of the Bank and tested for various parameters by the Bank's Engineers at the manufacturer's works and then cleared for shipment. This will however, not in any way absolve the contractor of his responsibility for the continued performance of the system/components after erection & commissioning at the designated site during the period of defects liability.

3.26 Drawings

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

3.27 Other Issues

The Contractor shall carry out all the work strictly in accordance with the approved drawing, detailed specifications and instructions of the Bank's engineer. If in the opinion of the Bank's engineer/consultant, nominal changes 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.

3.28 The Tenderer are requested to examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work etc. before submission of e-Tender.

3.29 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 e-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 totalled in order to show the aggregate value of the entire e-Tender.

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

3.31 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 e-Tender amount, subject to such variations as are provided for herein.

3.32 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.

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

3.34 Labour License: The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.

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

3.36 Pre Bid Meeting (Offline): For e-Tender briefing a meeting of the intending Tenderers will be held as per stipulated time, on 2nd floor, Estate Department, RBI, Jaipur to clarify any point/doubt raised by them in respect of the e-Tender. No separate communication will be sent for this meeting. All the intending Tenderers are advised to be present and study the e-Tender documents. If required, communication regarding points requiring clarifications shall be given in writing to the **Regional Director, Estate Department, 2nd floor, Reserve Bank of India, Jaipur, or by e-mail to estatedeptjaipur@rbi.org.in** by the eligible tenderers on or before the date of pre-bid meeting. They May indicate any points/conditions/specifications which need to be clarified during the meeting. These issues will be discussed, and all the Tenderers will be advised suitably. The Tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's e-Tender conditions/specifications in their technical (Part I) and Price bids (Part II). It is mandatory for the intending tenderers to attend the pre-bid meeting in order to get clarification on any issue related to the tender from the Bank. No request for change in date of pre-bid meeting will be entertained thereafter. Inclusion/submission of any deviations in the tender conditions in Part – I of the tender after pre-bid meeting is liable for rejection.

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

3.38 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 14 days after written work order is issued. The work shall throughout the stipulated period of the Contract be proceeded

with all due diligence and if the Contractor fails to complete the work within the specified period, he shall be liable to pay compensation as defined in the Conditions of Contract. The tenderer shall before commencing of work prepare a detailed work programme which shall be approved by the Bank's Engineer.

- 3.39** The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of the work, whatever the cause of delays May be, including delays arising out of modifications to the work entrusted to him or in any sub- contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- 3.40** The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect with the prior consent in writing of the Employer.
- 3.41** The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
- 3.42** The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications made by the Architects and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.
- 3.43** Before dispatching the equipment to site, the equipment May be inspected by the Bank's Engineer at the manufacturer's site and then cleared for shipment.
- The contractor shall at his own expense, offer to the Inspector all reasonable facilities as May be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender documents. The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he May require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the

contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

This will however, not in any way absolve the contractor of his responsibility about proper performance of the system/components after erection & commissioning at the designated site.

3.44 Cost of Inspection: - The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer May demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

3.45 Method of Testing: - The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he May think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspector.

3.46 Inspector Authority to certify performance: - The Bank's Engineer shall have the power:

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

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

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or

- ii) Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
- iii) Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment or others of a similar description (When equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause applies as far as applicable.

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

3.49 The payment for the system will be made by **Jaipur Office** to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of **Jaipur, Rajasthan**.

3.50 The tenderer shall furnish the name and address of the Bankers with whom they normally Bank. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.

3.51 The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

3.52 The Contractor shall strictly comply with the provision of safety code annexed hereto.

3.53 Non-Disclosure Clause:

The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure / system / equipment etc. which May come to the profession of knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreements, to any third party and shall all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except the extent necessary to carry out the obligation under it or to comply with the applicable laws. The contractor shall not publish permit to publish, or disclose any particulars of the work in any trade or technical papers 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 action with respect to its employees to ensure that the obligations of non-disclosure of the 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 reasons.

3.54 Sexual Harassment (Prevention) Clause:

- i) The Contractor / Agency shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013". 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 Contractors / Agency and the Contractor / Agency shall ensure appropriate action under the said Act in respect to the complaint.
- ii) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- iii) The contractor shall be responsible for any monetary compensation that May need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved.
- iv) The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.
- v) The contractor shall provide a complete and updated list of its employees who are deployed within the Banks's premises.

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

Date:

Signature of the firm

Place:

(By a person holding the Authority/Power of attorney)

Name:

Designation:

Name of firm:

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.

FIRE SAFETY

- i. All temporary electric power for carrying out various services at site such as cutting / drilling machine and other electrically operated equipment's used at site shall be plugged into correctly rated electrical outlets and ELCBs.
- ii. Only ISI marked 3 pin plug and other appliances and equipment's shall be used.
- iii. Electrical power cables/wires used shall be properly rated and joints should be avoided. If there, joint should be proper and insulated.
- 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 of Contract – Commercial

THE CONDITIONS HEREINBEFORE REFERRED TO

4.1 Interpretation Clause

4.1.1

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

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

The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Engineer/Bank's representative but such

examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which May be found to exist at any stage of the works or after the same is completed. Subject to the limitation of this clause the Contractor shall take instructions only from the Bank's Engineer.

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

4.2 Scope of Contract

4.2.1The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Bank's Engineer. The Bank's Engineer May in his absolute discretion and from time to time issue further drawings and / or written instructions, details, directions, and explanations which are hereafter collectively referred to as "Bank's Engineer's Instructions" in regard to,

- (a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- (b) Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material there for.
- (d) The removal and/or re-execution of any works executed by the Contractors.

(e) The dismissal from the works of any persons employed thereupon.

(f) The opening up for inspection of any work covered up.

(g) The amending and making good of any defects under clause 4.19 hereof.

4.2.2 The Contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's Instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the work by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within SEVEN days, and if not dissented from in writing within a further SEVEN days by the Bank's Engineer, such shall be deemed to be the Bank's Engineer's Instructions within the scope of Contract.

4.3 Variations to be approved by Employer

4.3.1 Notwithstanding anything herein contained, the Bank's Engineer or his representative shall not, without the prior concurrence in writing of the employer issue any instructions, verbal or in writing, which will result in the Employer having to pay the Contractor an additional sum and all instructions issued to the Contractor should forthwith be brought to the notice of the Employer. The Contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by the Employer shall form a supplementary agreement. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.

4.4 Drawings, Schedule of Quantities and Agreement

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

4.5 Contractor to provide everything necessary at his cost.

4.5.1 The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications he shall immediately and in writing refer the same to the Bank's Engineer who shall decide which is to be followed.

4.6 Authorities, Notices and Patents

4.6.1 The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electric supply and other companies and/or authorities with whose systems the structure is proposed to be connected, and shall, before making any variations from the Drawings or specifications that May be necessitated by so conforming, give to the Bank's Engineer written notice, specifying the variations proposed to be made and the reason for making it and apply for instructions there on. In case the Contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or byelaws in question, and any variation so necessitated shall be dealt with under Clause 4.13 hereof.

4.6.2 The Contractor shall bring to the attention of the Bank's Engineer all notices required by the said Acts, regulations or byelaws to be given to any authority and pay to such authority, or to any public office all fees that May be properly chargeable in respect of the works and lodge the receipts with the Bank's Engineer.

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

4.7 Setting out of Works

4.7.1 The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels, dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

4.8 Materials & Workmanship to conform to Descriptions

4.8.1 All materials and workmanship shall, so far as procurable, be of the respective kinds described in the Schedule of Quantities and/or Specifications and in accordance with the Bank's Engineers' instructions and the Contractor shall upon the request of the Bank's Engineer furnish him with all invoices, accounts, receipt and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials which the Bank's Engineer May require.

4.9 Contractor's Superintendence & Representative on the works

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

4.10 Dismissal of Workmen

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

4.11 Access to Works

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

4.12 Assignment and Sub-letting

4.12.1 The whole of the works included in the Contract shall be executed by the Contractor and the Contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part/share thereof or any interest therein without the prior written consent of the Employer, and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

4.12.2 No alteration, omission or variation shall vitiate this Contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or additions to, or omissions from the works or any alterations in the kind or quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case May be, in accordance with such notice, but the Contractor shall not do any work extra to or make alterations or additions to or omissions from the works or any deviations from any of the provisions of the Contract, Stipulation, Specification or Contract Drawings without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions, or omissions shall in all cases be determined by the Bank's Engineers with the prior approval in writing of the Employer in accordance with the provisions of Clause 4.16 hereof and the same shall be added to, or deducted from the Contract Amount, as the case May be, accordingly.

4.13 Schedule of Quantities

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

4.13.2 Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this Contract but shall be rectified and the value thereof as ascertained under Clause 4.16 thereof shall be added to, or deducted from, the Contract Amount (as the case May be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

4.14 Sufficiency of Schedule of Quantities

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

4.15 Measurement of Works

4.15.1 The Bank's Engineer May from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Bank's Engineer or his representative in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

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

4.16 Prices for extras etc. - Ascertainment of

4.16.1 The Contractor May, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Employer add to, omit from, or vary the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no additions, omissions or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

4.16.2 No claim for an extra item shall be allowed unless it shall have been executed under provisions of Clause 4.2.2 hereof or by the authority of the Bank's Engineer with the concurrence of the Employer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

- (a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.
- (b) Rates for all items, wherever possible, should be derived out of the rates given in the priced Schedule of Quantities.

- (c) The net prices of the original tender shall determine the value of the items omitted provided if omissions vary the conditions under which any remaining items of works are carried out the prices for the same shall be valued under sub-clause (c) and (d) hereof.
- (d) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract Works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or it by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

Where extra work cannot be properly measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender or the Price Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district; provided that in either case vouchers specifying the daily time (and if required by the Bank's Engineer the workmen's names) and materials employed be delivered for verification on to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

4.16.3 The measurement and valuation in respect of the Contract shall be completed within the "Period of final measurements" stated in the Appendix or if not stated, then, within six months of the completion of the Contract works as defined in Clause 4.20 hereof.

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

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

4.18 Removal of Improper Works

4.18.1 The Bank's Engineer, shall during the progress of the works, have power to order in writing from time to time the removal from the works within such reasonable time or times as May be specified in the order, of any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications or the instructions of the Bank's Engineer, the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions; and the Contractor shall forth- with carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and all expense consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or May be deducted by the Employer from any moneys due, or that May become due, to the Contractor.

4.19 Defects after Virtual Completion

4.19.1 Any defect, shrinkage, settlement or other faults which May appear within the "Guarantee period" stated in the Appendix hereto or, if none stated, then within twelve months from the date of handing over of the plant after successful completion of acceptance testing, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer May employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or May be deducted by the Employer from any money due or that May become due to the Contractor, or the Employer May in lieu of such amending and making good by the Contractor, deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such work and in the event of the amount retained under Clause 4.30 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer May have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-Contractor employed on the works, who has been nominated or approved by the Bank's Engineer as provided in Clauses 4.11 and 4.12 hereof the Contractor shall be liable to make good in the same manners as if such work or material had been done or supplied by this Contractor and been subject to the provisions of the Clause 4.2 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

4.20 Certificate of Virtual Completion & Guarantee Period

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

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

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

- (a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this Contract.
- (b) That the nominated Sub- Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or

them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

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

4.22 Other Persons Employed by Employer

4.22.1 The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which it May desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work not included in this Contract which it May desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work except by special arrangements with the employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which May happen to, or occasioned by, such work.

4.23 Insurance in respect of Damage to Person & Property

4.23.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which May arise from the operation or neglect of himself or of any nominated Sub- Contractor or any employee of either, whether such injury or damage arises from carelessness, accident or any other cause whatever in any way connected with the carrying out of this Contract. This Clause shall be held to include inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or way as well as all damages caused to the buildings and works forming the subject of this Contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any award of compensation or damages consequent upon such claim.

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

4.23.3 The Contractor shall indemnify the Employer against all claims which May be made against the Employer by any member of the public or other third party in respect of anything which May arise in respect of the work or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract with an approved office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank's Engineer from time to time during the currency

of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which May be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the Joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Bank from time to time during the currency of the Contract.

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

4.23.5 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from, or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof. The Contractor shall, at his own expense, arrange to effect and maintain (until the virtual completion of the Contract) with an approved office, the following insurance policies and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract.

1. Transit, Storage, Erection, Testing and Commissioning Policy. (C.A.R. Policy) for the total amount of contract.
 2. Workmen compensation policy.
 3. Third party liability policy with the limits as under.
 - (a) Rs 10,00,000/- for a year and
 - (b) Rs 2,00,000/- per occurrence.
- (The insurance should be in joint name of the Bank and the firm **with the Bank's name being the first insured**)

4.24 Date of Commencement & Completion

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

4.25 Damage for Non-completion

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

the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer May deduct such damages from any moneys due to the Contractor.

4.26 Delay & Extension of Time

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

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

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

4.28 Termination of Contract by the Employer

4.28.1 If the Contractor being an individual or a firm commits any "Act of Insolvency", or shall be adjudged an Insolvent or being an Incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up, voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case May be, shall within seven days after notice to him requiring him to do so, to show to the reasonable satisfaction of the Bank's Engineer that he is able to carry out and fulfil the Contract and to give security there for, if so required by the Bank's Engineer.

Or, if the Contractor (whether an individual, firm or Incorporated Company) shall suffer execution or other process of court attaching property to be issued, against the Contractor,

Or, shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor, Or shall assign or sublet this Contract without the consent in writing

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

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

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

Then and in any of the said cases the Employer May, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants May enter upon and take possession of the works and all plant, tools, scaffoldings, shade, machinery, steam and other power utensils and materials lying upon the premises of the adjoining lands or roads, and use the same as his own property or May employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient to the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer May sell the same by public auction, and give credit to the Contractor for the net amount realized.

The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount, which shall be so certified, shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case May be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

4.29 Termination of Contract by Contractor

4.29.1 If payment of the amount payable by the Employer under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the

Employer interferes with or obstructs the issue of any such certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank's Engineer or the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Bank's Engineer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he May sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

4.29.2 In arriving at the amount of such payment, the net rates contained in the Contractor's original tender shall be followed, or where the same May not apply, valuation shall be made in accordance with Clause 4.16 hereof.

4.30 Certificate & Payments

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

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

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

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

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

4.31 Delayed Payment

4.31.1 Any amounts payable by the Employer to the Contractor in pursuance of any Certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period for honouring Certificate" named in the Appendix, carry interest at the rate named in the Appendix, as the "Rate of Interest for Delayed Payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

4.32 Matters to be finally determined by Bank's Engineer

4.32.1 The decision, opinion, direction, Certificate of the Bank's Engineer (Except for payment) with respect to all or any of the matters under Clauses 4.2.1 (a, b), 4.5, 4.6, 4.13 and 4.26 (a, b,

c, d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 4.33 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

4.33 Settlement of Dispute by Arbitration

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

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

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

4.33.4 Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case May be, who May determine, the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory

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

4.34 Right of Technical Scrutiny of Final Bill

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

4.35 Employer Entitled to Recover Compensation Paid to Workmen

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

4.36 Abandonment of Works

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

4.37 Return of Surplus Materials

4.37.1 Notwithstanding anything to the contrary contained in any of all the clauses of this Contract, where any materials for the execution of the Contract are procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose them off without the prior written permission of the Employer and return them to the Employer, if required by the Employer at the price to be determined by the Bank's Engineer having due regard to the condition of the materials, the price to be determined not to

exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

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

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

4.39 Testing

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

4.40 Work at Site

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

Place:

Date:

Seal and Signature of the Bidder

APPENDIX

The condition Herein before Referred To

S.No.	Item	Description	Acceptance by the bidder (Accepted / Not accepted)
1.	Defects Liability Period	One year from the date of Virtual Completion	

2.	Period of Final Measurement	3 months	
3.	Scheduled Completion	60 days after 14 days from the date of issue of work order.	
4.	Date of Completion	Date of virtual completion.	
5.	Rate of liquidated damages for non-completion of work.	Liquidated damages at a rate of 0.25% of Contract amount per week of delay beyond the stipulated period with subject to a maximum of 10% of the contract amount.	
6.	Value of works for interim certificates	As per payment terms	
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:

Seal and Signature of the Bidder

SECTION- V

Technical Specifications

1. X-Ray Baggage Scanner System should be rodent protected and specially designed for screening of hand baggage / parcel complete with standard features, like Baggage counter , Search Indicator, Input/ Output frames with SS Rollers/ Drop Chute , Lockable Console Cabinet , Voltage Stabilizer with Isolation transformer and having

(i) Tunnel size (minimum or higher)	: 600 mm (W), 400 mm (H), for screening of hand Baggage/ Briefcases or better
(ii) Resolution	: Should be able to display single un insulated tinned copper wire of 42 SWG (38 AWG) or 38AWG. All penetration and resolution condition should be met without pressing any functional key and should be online
(iii) Penetration thickness	: Minimum 35 mm. thickness of steel or more
(iv) Conveyor speed (approx.)	: Conveyer belt speed should be between 0.18 and 0.3 m/sec. Conveyer movement bidirectional.
(v) Carrying capacity (minimum)	: 150 kg or more Distributed load. Through put should be 200 bags per hour or more.
(vi) Power supply	: Suitable to operate on 220 to 240 volts +/-10% AC 50 Hz +/- 3% Hz
2. Image processing - The system shall consists of	
i. Digital Video Memory	: minimum 32 MB
ii. Grey levels	: Around 4096 stored.
iii. Video Display	: 1280 X 1024, 24 bit colour real image processing, low radiation, ergonomic, flicker free, 24 inch or more 2 nos. colour LED Monitor with remote workstation with lockable console for housing them.
iv. Variable Zoom	: Electronic zoom facility should be available to magnify the chosen area of image eight times (8X) or more. Image feature should be keyboard controlled.
3. Computer Specification (minimum)	
Monitor	: 2 No. (21 inch)
Operating System	: Window 7/ Window 8/ Linux with universal printer support (Printer not to be supplied)
Processor	: Latest processor Intel® core™ i5-2400, 3.1Ghz as per requirement.
System Memory	: 4 GB (MIN) RAM(as per P&SO recommendation)
Display	: 24 Bit/32 Bit True Color
Hard Disk	: 1 TB
DVD Writer	: 52X (1 no.)
USB Port	: 6 USB Port (with at least 2 in front, 1 serial port, 1 parallel port, Audio port for microphone and head phone in front

Mouse	: 1 no.
Keyboard	1 no.
Printer	System should be compatible for colour Laser Printer (printer not to be supplied)

4. The system shall also have multi energy system with four colour palette for material discrimination high, low, medium penetration. The system should have variable zoom density, variable organic/ inorganic colour striping, and variable gamma with save function.

5. Additional features such as (as per P&SO recommendation)-

- a. Inverse image
- b. Black and white image
- c. Pseudo colour
- d. Bi-direction scanning
- e. Edge & variable edge enhancement
- f. Set up time not more than 10 mins
- g. Automatic image archiving

1. Enhanced performance X-Ray - The feature assists operators in identifying substances having specific characteristics of explosive or narcotics, enabling rapid and consistent detection capability, gold or currency May also be identified using EPX

2. Radiation Safety: Should comply with all applicable international/National radiation & health Regulations.

Product should be maximum **radiation emission leakage of less than 0.1 mR/Hr at a distance of 5 cm from all external surfaces of the cabinet X – ray system.** The supplier/manufacturers should provide necessary arrangement for testing the same during Pre- factory despatch/ at site.

8. The system will have certification from CE/ UL

9. Threat Image Projection (TIP)

10. International Accredited Certificates

11. Providing CTP (Test Bag/Kit) minimum **01 no for each set of XBS.**

General :

TIP Software facility shall be incorporated in the offered X-ray machines to assist supervisors in testing the operator alertness and training X-ray screeners to improve their ability in identifying specific threat object. The system will create a threat object and the

same will be superimposed on monitor screen while a bag is being screened. To acknowledge that the operator has seen the false object, operator must press the control Panel key that will cause the computer generated threat object to disappear from x-rayed bag image on the VDU screen. Each operator's action shall be recorded in the hard disc of the computer for the auditing purpose by the supervisor or other authorized person.

Design of the system

- a) 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.

b) Image Library

- i) The TIP facility should have an image library containing at least 100 explosive devices, 100 knives and 100 fire arms in various sizes, shapes, locations & orientations. However, the system shall have facility to expand the library to incorporate additional images by user without assistance of the manufacturer.
- ii) 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.

c) Time Interval

- i) Programming facility shall be available to project threat images in different intervals. The time period for threat image as well as image mix in % age shall be user programmable e.g. software shall select 40% images of explosive devices, 35% of fire arms & 25% of knives or Random, etc.
- ii) Once the screener has responded to identify the computer generated threat image, it should remain on the screen for a pre-defined user programmable time for analyses. The image should be highlighted, upon identification, and feedback message shall be visible to the screener.

d) System Administration

- i) The threat image projection facility shall have details of user data-base such as name of the office, Screener name, designation, user ID number, level of access such as Screener, Administrator, Maintenance & Password, etc.
- ii) Access to start-up Menu should be restricted only to the authorized 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.
- iii) 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.
- iv) All models should have online recording facility and images can be recorded in CD & USB and should be able to view images so recorded on standalone PC (as per P&SO recommendation).

e) Feed Back / Report

- i) The Threat Image Projection should be capable of giving feed-back "HIT, MISS or FALSE ALARM" message. No message will be presented if a screener correctly passed a clear bag.
- ii) A "HIT" message to be presented when a screener has correctly identified a Threat Image Projection image. A "MISS" message shall be presented when screener fails to identify the Threat Image Projection Image. A "False Alarm" message shall be given when screener incorrectly indicate that Threat Image Projection image is present when in fact no Threat Image Projection is present. The feedback should clearly indicate in a screen that a TIP object has been correctly identified / a TIP object has been missed / or no TIP object was present. The information should be recorded in the database.
- iii) 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.

- iv) 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.
- v) The report on Threat Image Projection system May have date and time (From-To) as per requirement, Screener particulars, and decision / outcome i.e. MISS, HIT or False alarm in %age as well in absolute numbers, number of bas screened, categories such as explosive devices knife or weapon, etc.
- vi) As a standard practice, daily / weekly / monthly report shall be retrieved. Report shall be for any given time and period, as per command.
- vii) 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.

Film safety – The machines should be film safe i.e photographic films must not be damaged due to X-Ray examination.

Note: - The specifications indicated above are the minimum acceptable to the Bank. Tenderers are free to quote for equipment's with higher and advanced specifications, if any of the technical specifications is out of the range of equipment's manufactured by them.

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 28 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.

VI. RADIATION EMISSION LEAKAGE (TEST NO.5)

Radiation emission leakage of less than 0.1 mr/Hr at a distance of 5 cm from all external surfaces of the cabinet X – ray system be tested with properly calibrated equipment.

SECTION-VI

Details of Technical particulars (To be furnished by tenderers)

Sr. No.	Particulars		Banks Specification	To be furnished by the tenderers	Remarks
1.	Make and Model No.				
2.	X-Ray Generator				
	i.	Cooling	Sealed oil bath		
	ii.	Anode Voltage	160kV rated		

			140kV operating		
	iii.	Beam divergence	60 degree		
	iv.	Direction of X-Rays	vertically upward		
	v.	Duty Cycle	100%		
	vi.	Penetration (in steel, mm.)	35 mm guaranteed		
3.	Image processing				
	i.	Video Memory	32 MB		
	ii.	Grey Levels	Around 4096		
	iii.	Display	1280 X 1024, 24 bit colour real image processing, low radiation, Ergonomic, 2 numbers flicker free 21" colour LCD/LED Monitor		
4.	General				
	i.	Conveyor Speed	Between 0.18 & 0.3 m/sec.		
	ii.	Resolution	42 SWG (38 AWG)		
	iii.	Carrying capacity	Not less than 150 kg. Distributed load		
	iv	Power supply	Suitable to operate on 220Volts to 240 volts $\pm$ 10% AC, 50Hz $\pm$ 3% Hz		
5.	Display monitor				
	i.	No. of colour monitor	2 nos.		
	ii.	Make	HP / DELL		
	iii.	size,	21"		
		resolution			
6.	Tunnel size (minimum or higher)				
	(a)	Width	600 mm		

	(b)	Height	400 mm		
	(c)	Length	1100 mm (Approx)		
7.	Loading platform		Width		
			Length		
8.	Delivery platform		Width		
			Length		
9.	Overall dimensions		Width		
			Length		
10.	Software capabilities				
	Zoom				

11	Computer details				
	Make and Model No.				
	(i)	Processor	Latest processor Intel core i 5-2400, 3.1 GHz		
	(ii)	System Memory	4 GB (min) RAM		
	(iii)	Display	1280 X 1024, 24 bit colour real image processing, low radiation, ergonomic, flicker free 21" colour flat LCD /LED Monitor		
	(iv)	Hard Disk capacity	1 TB		
	(v)(a)	CD Drive	DVD writer 52 X		
	(v)(b)	USB port			
	(vi)	VGA Card	Required		
	(vii)	RAM	Not less than 4 GB		
	(viii)	Printer	System should be Compatible for colour Laser printer (Printer not to be supplied)		
12	Operating Environment				
	(i)	Storage Temp	-20 deg C to 40 deg C minimum		
	(ii)	Operating Temp.	0 deg C to 40 deg C minimum		
	(iii)	Relative Humidity	90% Non - Condensing minimum		

(To be furnished by tenderers)

		COMPLIANCE (Yes/No)	REMARKS
THREAT IMAGE PROTECTION			
1.	TIP Software facility shall be incorporated in the offered X-ray machines to assist supervisors in testing the operator alertness and training X-ray screeners to improve their ability in identifying specific threat object. The system will create a threat object and the same will be superimposed on monitor screen while a bag is being screened. To acknowledge that the operator has seen the false object, operator must press the control Panel key that will cause the computer generated threat object to disappear from x-rayed bag image on the VDU screen. Each operator's action shall be recorded in the hard disc of the computer for auditing purpose by the supervisor or authorized person.		
DESIGN OF THE SYSTEM			
2.	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			
3	The TIP facility should have an image library containing at least 100 explosive devices, 100 knives and 100 fire arms in various sizes, shapes, locations & orientations. However, the system shall have facility to expand the library to incorporate additional images by user without assistance of the manufacturer.		
4.	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			
5.	Programming facility shall be available to project threat images in different intervals. The time period for threat image as well as image mix in % age shall be user programmable e.g. software shall select 40% images of explosive devices, 35% of fire arms & 25% of knives or Random, etc.		

6.	Once the screener has responded to identify the computer generated threat image, it should remain on the screen for a pre-defined user programmable time for analyses. The image should be highlighted, upon identification, and feedback message shall be visible to the screener.		
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SYSTEM ADMINISTRATION

7.	The threat image projection facility shall have details of user data-base such as name of the office, Screener name, designation, user ID number, level of access such as Screener, Administrator, Maintenance & Password, etc.		
8.	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		
9.	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.		

FEEDBACK REPORT

10.	The Threat Image Projection should be capable of giving feed-back "HIT, MISS or FALSE ALARM" message. No message will be presented if a screener correctly passed a clear bag.		
11.	A "HIT" message to be presented when a screener has correctly identified a Threat Image Projection image. A "MISS" message shall be presented when screener fails to identify the Threat Image Projection Image. A "False Alarm" message shall be given when screener incorrectly indicate that Threat Image Projection image is present when in fact no Threat Image Projection is present. The feedback should clearly indicate in a screen that a TIP object has been correctly identified / a TIP object has been missed / or no TIP object was present. The information should be recorded in the database.		
12.	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 or as per OEM.		
13.	The radiation level should not exceed accepted health standard (0.1m R/Hr at a distance of 5 cm from external housing).		

	Relevant certificate issued from OEM / Testing agency must be enclosed.		
14.	Radiation Safety: Should comply with all applicable international radiation & health regulations.		
15.	Machine should be rodent protected. Dust proof cover is to be provided for covering when system is not in use.		
16.	The system shall have certification from CE /UL /AERB.		
17.	CERTIFICATE FROM AERB: Following valid certification from the AERB is required to be submitted		
	i.Valid license from the AERB for commercial production of the model of XBS offered		
	ii.Valid Type Approval certificate issued from the AERB for the model of XBS offered		
	iii. Valid Food Safety certificate issued from the AERB for the model of XBS offered		
	iv. Valid Film Safety certificate issued from the AERB for the model of XBS offered		
18.	Machine should be capable of recalling 20 previous images minimum.		
19.	Lead impregnated safety screens should be available at either ends of tunnel. Idle rollers to be provided at either ends of the tunnel to facilitate placing of baggage at input and output.		
20.	Operational Training-Operating staff has to be provided free training.		
21.	One operating & service manual shall be provided with each machine.		
22.	Additional features a) Edge & variable edge enhancement b) Inverse video c) Fast initial warm-up d) Pseudo colour e) Date & time display f) Bidirectional scanning g) Black and white image		
23.	Defect liability period shall be one year from the date of commissioning of complete lot. During the DLP all the services, spares, consumables shall be supplied by contractor. Nothing shall be paid extra.		
24.	Tenderer shall quote the rates for comprehensive Annual Maintenance Contract for a period of three years after expiry of one year guarantee period.		

Note: In case of non-compliance of any one of the above specification requirements, the tender is liable to be technically rejected.

SECTION-VII

Commercial Check List

Name of Work: Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur.

Commercial Conditions

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
1.	Validity	90 days from opening of e-Tender part-I	
2.	EMD	Rs. 27,000/- and to be released after submission of PBG.	
3.	PBG as Security Deposit	As per tender	
4.	Terms of payment	As per applicable clause in Part I of the e-Tender	
5.	Technical specifications	As per specifications in Part I of the e-Tender	
6.	DLP/Guarantee Period	One year from date of virtual completion.	
7.	Service after sales during CAMSC	Quoted rates shall include the cost of repairs/maintenance including replacement of any material / assembly / equipment / spares / labour if found necessary and bi-monthly visit or more.	
8.	Completion period	60 days from 14 days after the date of issue of work order.	
9.	Liquidated damages	0.25% of the contract amount per week of delay subject to maximum of 10% of the contract amount.	
10.	(a)	Time allowed for rectification	Maximum 24 Hours/72 hours depending upon type of defect as per clause 3.15 of Part I.
11.	(b)	Penalty for delay in	Rs.2,500/- per day, if system defect not rectified within 24 hours on receipt of complaint and

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions (YES/NO)
	providing service	Rs. 500/- per day if individual equipment defect not rectified within 72 hours	
12.	Service facility	Shall be available at Jaipur/Delhi NCR where the system is installed and shall be approachable on Telephone/email/mobile.	
13.	Committed period for system maintenance	At least 8 years from the date of virtual completion.	

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

Terms and conditions, if any, incorporated in Part II, will not be valid or considered.

Place

Date

Seal & Signature of Contractor

Note:-

- (i) In case of tenderer accepting all the terms and conditions of the Bank, there is no need for enclosing any terms and conditions of their own.
- (ii) In case of tenderers proposing any deviation, they are advised to indicate the deviation only quoting relevant tender clause.

SECTION-VIII

Schedule of Commercial Deviations

We confirm that all commercial terms and conditions of the Bank except for deviations listed below are acceptable to us.

[illegible]

Seal & Signature of Tenderer

Name:

Designation :

Date :

SECTION-IX

Schedule of Technical Deviations

We confirm that all technical terms and conditions and specifications of the Bank except for deviations listed below are acceptable to us.

Sr. No.	Section No.	Clause No.	Deviation proposed
1	2	3	4

Seal & Signature of Tenderer.

Name

Designation

Date

ANNEXURE- I

CLIENT's CERTIFICATE REGARDING 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”

ANNEXURE-II

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).
2023-24 :
2024-25 :
2025-26 :
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 13.50 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- III

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the **Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur** including signing and submission of all documents and providing information / responses to RBI, representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished shall be irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

ANNEXURE- IV

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 **Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur** and the specifications and terms and conditions enclosed therein.

WHEREAS the Tenderer as per clause No. _____ Section II of Instructions to e-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 e-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 e-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 e-Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the **Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur**. 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 e-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- V

Proforma of Bank Guarantee for Security Deposit (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
Jaipur.

Dear Sir

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnishable to you by M/s _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for **Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur** as per their e-Tender dated _____ and your Special Conditions of Contract and other eTender 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 _____ 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 _____ (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 uncanceled 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 e-Tender or showing of any indulgence by the Bank to the e-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 _____ (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 there under, 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
(Bankers Name & Seal)

BRANCH MANAGER
(Bankers Seal)

Address -----

ANNEXURE- VI

Details of Clients

Name of the work: Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur

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-VII

Undertaking regarding declaration of debarment by public institution(s)

(To be submitted by the tenderer on their letter head)

Name of Work: **Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur.**

1. I / We _____ (Name of the bidder) declares that,

a) I / We or any of our allied firm* is / or not debarred / suspended / blacklisted by any public institution / entity in India or any other country as on _____ (last date of submission of bid).

b) I / We or any of our allied firm* have not made any transgression in respect of the code of integrity (as mentioned in the tender) with any public institution / entity in India or any other country in last three years as on _____ (last date of submission of bid).

c) We will inform the Bank in writing, in case, I / We or any of our allied firm* is / are debarred / suspended / blacklisted by any public institution / entity in India or any other country on or before award of work for the captioned work.

2. I / We _____ (Name of the bidder) declares that, I / We or any of our allied firm* _____ (Name of the allied firm(s)) * is / are debarred / suspended / blacklisted by _____ (Name and address of the public institution in India or any other country) and the same effective up to _____ (date). A copy of such letter is attached for your information and record.

(Seal and Signature of the bidder)

Date:

Place:

(Note: Strike out one of the above two declarations which is not applicable)

* Allied firm: A firm would be termed as “allied firm” if the management is common, or substantial or majority shares are owned by the banned / suspended firm and by virtue of this it has controlling voice. Further all successors firms will also be considered as allied firms.

ANNEXURE-VIII

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

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

Regional Director
Reserve Bank of India
Estate Department
Jaipur.

Dear Sir/Madam,

Name of work: - Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur.

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 further certify that _____ (Name of the 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 the 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 / Certification / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorised signatory of the Bidder with stamp

Date:

Place:

ANNEXURE-IX

NEFT Details for effecting e-payments

Name of the Institution: Reserve Bank of India, Jaipur

Address (in full): Reserve Bank of India, Rambagh Circle, Jaipur, Rajasthan

1	Name of the Account Holder (as appearing in the Bank Account)	Reserve Bank of India Jaipur
2	Account Number	8692299
3	Type of Account (Savings, Current etc.)	Current
4	PAN Number	AAIFR5286M
5	Name of the Bank	RBI, Jaipur
6	Name of the Branch	RBI, Jaipur
7	Address of the Bank	RBI, Jaipur, Rajasthan
8	NEFT/IFS Code	RBIS0JPPA01 (Fifth and Tenth characters in IFSC are Zero)
9	Name of the Account	Reserve Bank of India Jaipur
10	GST Number	08AAIFR5286M2ZF

Annexure-X
Proforma of Undertaking for Maintenance Confirmation by the Bidder
(To be Issued by the Firm on Their Letter Head)

To

Regional Director

Reserve Bank of India

Estate Department

Jaipur

Dear Sir,

Name of Work: Supply, Installation, Testing, and commissioning (SITC) of X-Ray Baggage Scanner System at MOB, Jaipur.

We hereby undertake to maintain the conference system to be installed by us in your above premises satisfactorily, for a period of not less than 8 years after expiry of the defect liability/warranty period at the quoted rates towards all-inclusive annual maintenance contract and terms and conditions as per the contract conditions, subject only to the price revision on the basis of the relevant RBI indices based formula, as provided in the tender document.

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

Yours faithfully,

Authorized signatory

(Name and address of the company with Company Seal)

ANNEXURE XI

Draft Articles of Agreement for Annual Maintenance Contract (on Rs 500 non judicial stamp paper from successful bidder only)

ARTICLES OF AGREEMENT made
the _____ day of _____ between
the **Reserve Bank of India, Jaipur** having its Central Office at Mumbai (hereinafter called
"the Employer") of the one part and
_____ (hereinafter called
"the Contractor") on the other part.

WHEREAS the Employer is desirous of Annual Maintenance Contract for the **period of 8 Years** after one year of defect liability period for _____ *Name of the work* _____ and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS :

1.	This Comprehensive Annual maintenance contract (i.e. all parts of the system) for the period of 7 years with one year of DLP . Rate of the contract shall be renewed as per the clause 5 of this agreement
----	---

2.	<u>Scope of Work:</u> The equipment supplied shall be guaranteed against all types of defects for at least a period of 7 years after one year of defect liability period . Any defects in the system/sub-assemblies found within the guarantee period/DLP and AMC period shall be rectified / replaced by the tenderer free of cost. During this period (DLP & AMC) servicing at not less than FOUR servicing (attending to ANY NUMBER of breakdown calls shall be carried out free-of-cost)
3.	<u>Payment Condition:</u> This rate for the service contract is _____ valid for a period of one year payment shall be made on half yearly basis on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station.
4.	<u>Penalty:</u> Any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		Rectification time	Penalty
a	Any defects resulting in total failure of the system	24 hours	Rs.2500/- per day
b	Any defects in independent devices, components, cables which May not result in total failure of the system	72 hours	Rs.500/- per day
5.	<u>Blacklisting:</u> if contractor fails to complete the 8 years of service contract from the date of handing over the system after one year of DLP, The Bank has right to blacklist the firm for further participating in any other tender invited by the RBI and security deposit amount will also be forfeited.		

6.	<u>New Rate of AMC:</u> While renewing the 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 (excluding taxes) A_P The contract amount for the previous year (excluding taxes) EPI_C Wholesale Price Index for Electrical Equipment 6 months prior to the commencement date of contract for the current year EPI_P Wholesale Price Index for Electrical Equipment 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 The rate shall be renewed in every Year in June and communicated through letter.
7.	If contractor and The Bank are mutually agreed then AMC period will further renew after 8 years on the formula mentioned in clause 6.
8.	All payments by the Employer under this Contract will be made only at Jaipur.
9.	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Jaipur and only Courts in Jaipur shall have jurisdiction to determine the same.
10.	<u>Non-Disclosure clause:</u> The Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which May come to the possession or knowledge of the Bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder 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 Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Bidder 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 Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder 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 Bidder's obligations with respect to nondisclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
11.	Prevention of Sexual harassment clause 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”. In case of any complaint of sexual harassment against its employee within the premises of Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint. Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank The Contractor shall be responsible for any monetary compensation that May need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue.

	The contractor shall provide a complete and updated list of its employee who are deployed within the Bank's premises.	
12.	_____ IN WITNESS WHEREOF the Employer and the _____ If the Contractor is a Contractor have set their respective hands to these partnership or an presents and two _____ duplicates hereof individual _____ the day and year first herein above written.	
	If the Contractor is a company	IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorised official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India,

*

(Name and Designation)

In the presence of -

Witnesses -

1. _____

Address

Address _____

If the party is a partnership firm
or individual

SIGNED AND DELIVERED BY _____

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 - Witness -

1. _____

2. _____

If the Contractor Directors who have signed these
signs under common presents in token thereof in the seal,
the signature presence of - clause should tally
with the sealing 1. _____ clause in the
articles
of association. 2. _____

If the Contract is SIGNED AND DELIVERED BY - signed by the
hand the Contractor by the hand of of power of attorney,
Shri _____ whether a company or
_____ an individual. and
duly constituted attorney.

Schedule of Quantity

S.No.	Description of Item (s)	Qty.	Unit
1	Supply, installation, testing and commissioning (SITC) 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's colour LCD / LED display units, one Combined Test piece (CTP) / Test Bag, provision in system for Compatible Laser Printer etc. all complete and as per technical specifications. [Rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]	1	Complete Set
	Capital Cost -----(A)		
2.	Buyback (including GST and exclusive of TCS as per statutory requirements) for taking away the old X-Ray Baggage Inspection System on as is where is basis after commissioning of new system and as directed by Bank's engineers (Make-BEL, Model -Inner Vision 6040)	1	Complete set
	Buyback [Rate inclusive of all statutory taxes including GST, levies, insurance, transportation etc.]----- (B)		
3.	Comprehensive AMC charges in Rupees per annum after completion of defect liability period (DLP) of 1 year <u>including all taxes</u> as mentioned in tender Part –I.	1	Per Annum

	The AMC rate will be fixed for 01 year after DLP, and payment shall be made on half yearly basis on rendering satisfactory services.		
	Total Comprehensive Maintenance Charges (C)		

Note:

Total Cost of Ownership (TCO) of the system = (A – B) + (C X M.F)

Where value of Multiplying Factor (M.F) = 5.686