



**भारतीय रिजर्व बैंक
अहमदाबाद**

RBI/Ahmedabad/Estate/77/18-19/ET/140

**बैंक के अहमदाबाद स्थित मुख्य कार्यालय भवन में एक्स रे बैगोज स्कैनर की
आपूर्ति, स्थापना, निरीक्षण एवं कमीशनिंग के लिए निविदा**

INDEX

| Sr No | Description | Page No. |
|--------------|--|-----------------|
| 1 | Scheduled of tender | 3-4 |
| 2 | Disclaimer | 5 |
| 3 | Section-I (instruction regarding e-tender) | 6-12 |
| 4 | Section-II (Form of Tender and Memorandum) | 13-15 |
| 5 | Eligibility criteria and general conditions | 16 |
| 6 | Articles of Agreement | 17-23 |
| 7 | Section-III (General instructions to Contractors and Special Conditions) | 24-35 |
| 8 | Safety Code | 36-37 |
| 9 | Section-IV (Conditions of contract) | 38-64 |
| 10 | Section-V (Technical Specification) | 65-71 |
| 11 | Section-VI (Details of Technical Parameters) | 72-73 |
| 12 | Section-VII (Check List) | 74-75 |
| 13 | Appendix | 76 |
| 14 | Annex- A Performance Bank Guarantee | 77-79 |
| 15 | Technical Bid | 80-81 |

**RESERVE BANK OF INDIA
ESTATE DEPARTMENT
AHMEDABAD**

NOTICE INVITING TENDER (NIT)
(Only through e-procurement)
SCHEDULE OF TENDER (SOT)

| | |
|---|---|
| a. Name of Work: | Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner at Bank's Main Office Building in Ahmedabad |
| b. E-Tender No | RBI/Ahmedabad/Estate/77/18-19/ET/140 |
| c. Mode Of Tender | e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi of MSTC Ltd. |
| e. Date of NIT available to parties to download | December 06, 2018 |
| i) Estimated Cost of Work | ₹15 Lakh |
| ii) Earnest Money Deposit (EMD) | ₹30,000/- (Rupees Thirty Thousand only) to be deposited through NEFT in favour of Reserve Bank of India, Ahmedabad in the A/c 186003001 & IFSC – RBIS0AHPA01 or through Demand Draft before or at the time of opening of Part I of the tender or in the form of irrevocable Bank Guarantee as per clause 3.3 of 'GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS' |

| | |
|---|--|
| iii) Transaction Fee Important Note: | ₹1180/- (Rupees one thousand eighty only) (including GST @18% on Service Charge). Payment of transaction fee through MSTC payment gateway either by NEFT/RTGS through challan or by Online payment through Net banking/Debit card/Credit card in favour of MSTC LIMITED. Upon receipt of payment, system will automatically authorize the payment. |
| g. Last date of submission of Earnest Money Deposit (EMD) through NEFT. | January 02, 2019 |
| h. Last date of submission of Transaction fee through NEFT in favour of MSTC Limited, Kolkata. | 1(one working day) before the last date of closure of e-tender. |
| i. Schedule of off-line pre-bid meeting | December 13, 2018 at 11:00 AM Venue- Meeting room, 4 th floor, Main Office Building, Reserve Bank of India, Near Gandhi Bridge, Ahmedabad |
| j. Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbind | December 06, 2018 |
| k. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid. | January 02, 2019 at 2:00 PM |
| l. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) | January 02, 2019 at 3:00 PM |

अस्वीकरण

भारतीय रिज़र्व बैंक, संपदा विभाग, अहमदाबाद ने इस दस्तावेज़ को इच्छुक पक्षों को परियोजना के बारे में पृष्ठभूमि की जानकारी देने के लिए तैयार किया है। हालांकि भारतीय रिज़र्व बैंक ने यहां मौजूद जानकारी तैयार करने में आवश्यक सावधानी बरती है और उसके अनुसार यह सूचना सही है लेकिन इस दस्तावेज़ में दी गई जानकारी की पूर्णता या सटीकता या इसके साथ दी गई किसी सूचना के बारे में भारतीय रिज़र्व बैंक या उनके अधिकारियों या एजेंसियों या उनसे कोई भी संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों द्वारा कोई भी वारंटी या उसका दावा, चाहे वह व्यक्त या अंतर्निहित हो, नहीं किया जाता है।

व्यक्त जानकारी संपूर्ण नहीं है। इच्छुक पार्टियों को स्वयं पूछताछ करने और प्रतिवादियों को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा किया है और वे केवल निविदा प्रस्तुत करने के लिए भारतीय रिज़र्व बैंक द्वारा दी गई जानकारी पर निर्भर नहीं हैं। यह जानकारी इस आधार पर दी जाती है कि यह भारतीय रिज़र्व बैंक या इसके किसी भी प्राधिकारी या एजेंसियों या उनके संबंधित अधिकारियों, कर्मचारियों, एजेंटों या सलाहकारों के लिए बाध्यकारी नहीं है।

भारतीय रिज़र्व बैंक परियोजना को आगे बढ़ाने या परियोजना के स्वरूप को बदलने के लिए, इस दस्तावेज़ में दर्शाई गई समय सारणी को बदलने या लागू होनेवाली प्रक्रिया या प्रणाली को बदलने का अधिकार सुरक्षित रखता है। यह इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष से इस मुद्दे पर चर्चा करने से इनकार करने का अधिकार भी रखता है। इस परियोजना में रुचि दिखाने वाले किसी भी पक्ष या संस्थाओं को किसी भी प्रकार की लागत की प्रतिपूर्ति नहीं की जाएगी।

Section I

Important Instructions Regarding E-tender

This is an e-procurement event of Reserve Bank of India, Ahmedabad. The e-procurement service provider is MSTC Limited.

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

| | | | |
|---|---|---|---|
| 1. | <p>Process of E-tender :</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, AHMEDABAD is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: THE PRICE BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE ONLY AT</p> <p>http://www.mstcecommerce.com/eprochome/rbi</p> <p>1).Vendors are required to register themselves online with www.mstcecommerce.com→ e-Procurement→PSU / Govt.Depts→ RBI Register as Vendor Filling up details and creating own user id and password→ Submit.</p> <p>2).Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, AHMEDABAD, (before the scheduled time of the e- tender).</p> <p style="text-align: center;">1. Contact person (MSTC): MSTC Vadodara</p> <table border="1" style="width: 100%;"><tr><td style="width: 50%;"><i>Shri Abhishek Kumar Chaudhary, Manager akchaudhary@mstcindia.co.in</i></td><td style="width: 50%;">2. Shri Manoj Pandey, <i>Management Trainee mpandey@mstcindia.co.in</i></td></tr></table> | <i>Shri Abhishek Kumar Chaudhary, Manager akchaudhary@mstcindia.co.in</i> | 2. Shri Manoj Pandey, <i>Management Trainee mpandey@mstcindia.co.in</i> |
| <i>Shri Abhishek Kumar Chaudhary, Manager akchaudhary@mstcindia.co.in</i> | 2. Shri Manoj Pandey, <i>Management Trainee mpandey@mstcindia.co.in</i> | | |

Ph- 0265-2310606, 2339672,
2330726, 9662042884

Ph- 0265-2310606, 2339672,
2330726, 9727700986

Contact person (RBI Ahmedabad):

Shri Sharad Kumar, AGM
ksharad@rbi.org.in
7895036461

Shri G Y Mahashabde, Manager(Elec.)
gymahashabde@rbi.org.in
9686455991

B) System Requirement:

- i) Windows XP-SP3 & above/Windows 7 Operating System
- ii) IE-7 and above Internet browser.
- iii) Signing type digital signature
- iv) JRE 7 update 9 and above software to be downloaded and installed in the system.

To enable ALL active X controls and disable 'use pop up blocker' under
Tools→ Internet Options→ custom level

For more details, vendor may refer to the **Vendor Guide** and **FAQ** available at
www.mstcecommerce.com/eprhome.

2. (A) All vendors fulfilling the eligibility criteria as indicated in **Section II** need to upload documents as indicated therein in support thereof along with the tender. Only Such bidder(s) will be conveyed to proceed with bid procedure.

(B) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT.

(C) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable by RBI, AHMEDABAD. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email confirmed by them.

Note:

The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be

| | |
|----|--|
| | <p>reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p> |
| 3. | <p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p> |
| 4. | <p><u>Special Note towards Transaction fee:</u> PAYMENT OF Transaction fee by NEFT in favour of MSTC Limited .The Bank details, format etc., for sending Transaction fee by NEFT to MSTC is detailed below.</p> <p>After making the payment for transaction fee, the vendor should enter the transaction fee details by using the “Transaction Fee entry” Link under “My Menu” in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom Of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, And the Remitting Bank in the given fields and then clicking on the “Confirm” Button.</p> <p>NOTE : The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party’s account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p> |
| 5. | <p>Bidder(s) are advised to make remittance of tender fee and EMD if any to Reserve Bank of India, Ahmedabad as advised in the NIT.</p> <p>Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> |

| | |
|----|--|
| | <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI Ahmedabad and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p> |
| 6. | <p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, AHMEDABAD as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).</p> |
| 7. | <p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprchome/rbind of MSTC Ltd.</p> |
| 8 | <p>E-tender cannot be accessed after the due date and time mentioned in NIT.</p> |
| 9. | <p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary EMD and Transaction fees separately for the e-tender. Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, AHMEDABAD immediately after award of work.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> |

- c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Govt Depts →RBI Login →My menu→ Auc Floor Mgr.→ live events →Selection of the live event→ Techno Commercial Bid.
- d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after reaching the bid floor. If this application is not run then the bidder will not be able to save/submit his bid. (For details refer vendor guide & FAQ).
- e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid
- NOTE:** - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re submit the bid then he/she should click delete bid and resubmit the same and again click final submission
- f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.
- h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- i) All electronic bids submitted during the e-tender process shall be legally

| | |
|-----|---|
| | <p>binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter SUPPLIER/CONTRACTOR.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p> |
| 10. | Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein. |
| 11. | No deviation to the technical and commercial terms & conditions are allowed. |
| 12. | RBI, AHMEDABAD has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof. |
| 13 | The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprochome/rbi of MSTC Ltd. |
| 14. | The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered. |
| 15 | The bid will be evaluated based on the filled-in technical & commercial formats. |
| 16. | The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting bidders. |

खंड - II

निविदा फॉर्म

श्री जयंत कुमार दाश
क्षेत्रीय निदेशक,
संपदा विभाग,
भारतीय रिजर्व बैंक,
अहमदाबाद

महोदय,

हम एतद्वारा ज्ञापन में निर्दिष्ट कार्यों से संबंधित विवरणों, आरेखन, डिजाइन तथा सामानों की मात्रा अनुसूची की जांच और उक्त ज्ञापन में निर्धारित स्थल का दौरा करने के पश्चात एवं निविदा को प्रभावित करने वाली समस्त आवश्यक जानकारी प्राप्त करने के पश्चात उक्त ज्ञापन में निर्धारित कार्यों को ज्ञापन के अनुसार निर्धारित समय-सीमा के भीतर सामानों की संलग्न मात्रा अनुसूची में वर्णित दरों से निष्पादित करने एवं आपूर्ति करने का प्रस्ताव करते हैं जो हर प्रकार से विवरणों, आरेखन, डिजाइन तथा निविदा, करारनामा, विशेष शर्तों, सामानों की मात्रा अनुसूची, निविदा की शर्तों के अनुसार लिखित निर्देशों के अनुसार प्रावधानित सामग्री के साथ पूरा किया जाएगा तथा सभी अन्य मामलों में लागू होने वाली शर्तों के अनुसार पूरा किया जाएगा।

ज्ञापन

| | | | |
|-----|---|---|---|
| (a) | कार्यों का ब्योरा | : | बैंक के अहमदाबाद स्थित मुख्य कार्यालय भवन में एक्स रे बैगोज स्कैनर की आपूर्ति, स्थापना, निरीक्षण एवं कमीशनिंग |
| (b) | अनुमानित लागत | : | ₹15 लाख |
| (c) | बयाना राशि | : | ₹30,000/- |
| (d) | भुगतान की रीति | : | “General Instructions to Contractors and Special Conditions” के पृष्ठ 39 पर धारा 3.28 के अनुसार। |
| (e) | कार्य प्रारंभ करने का लिखित आदेश प्राप्त होने की तारीख के दसवें दिन से कार्य पूरा करने के लिए नियत समय-सीमा | : | 2(दो) महीने |

2. यदि इस निविदा को स्वीकार कर लिया जाता है तो हम एतद्वारा इसके साथ संलग्न संविदा की सभी लागू होने वाली शर्तों एवं प्रावधानों का पालन करने और उनका उल्लंघन होने पर उक्त शर्तों के अनुसार उल्लिखित धनराशि जब्त करने एवं भारतीय रिज़र्व बैंक को भुगतान करने के प्रति अपनी सहमति देते हैं।
3. सेक्शन I, सेक्शन III और सेक्शन V के तहत आवश्यक कार्यों के विवरणों को दिखाते हुए सूचियां और हमारे बैंकों के विवरण नीचे दिए गए प्रोफार्मा में प्रस्तुत किए गए हैं।
4. निविदा अलग-अलग मुहरबंद लिफाफे में दो हिस्सों में जमा की जाती है। भाग A में सभी वाणिज्यिक नियम और शर्तें और तकनीकी विवरण शामिल हैं और भाग B में बैंक के प्रोफार्मा में केवल मूल्य बोली शामिल है।

हमारी फर्म के भागीदारों के नाम हैं

(i) _____

(ii) _____

फर्म के भागीदारों का नाम _____

हस्ताक्षर करने के लिए अधिकृत

अथवा

पावर ऑफ अटॉर्नी रखने वाले व्यक्ति का नाम _____

अनुबंध पर हस्ताक्षर करने के लिए

(पार्टनरशिप डीड और पावर ऑफ अटॉर्नी की प्रमाणित सत्य प्रति संलग्न की जानी चाहिए)

भवदीय,

(ठेकेदार के हस्ताक्षर)

गवाहों

(1)

(हस्ताक्षर)

पता

(2)

(हस्ताक्षर)

पता

▪ **Proforma for Details of Principal Banker/other bankers**

| Sr. No. | Particulars | Principal Banker | Banker | Banker |
|---------|------------------|------------------|--------|--------|
| 1 | Address | | | |
| 2 | Contact Person | | | |
| 3 | E-mail | | | |
| 4 | Telephone Number | | | |
| 5 | Fax Number | | | |

▪ **Eligibility criteria i.e. Details of at least one Similar work executed each costing ₹ 12.0 Lakh or more, OR 2 works each of ₹7.5 lakh or more OR 3 works each of ₹6 lakh or more during the last Three years**

| Sr. No. | Name and address of the firm | Nature of similar work | Value of the work | Whether works completed in time or not (give date of start & and date of completion) | Completion period as per work order | Fax /phone number &contact person of the firm |
|---------|------------------------------|------------------------|-------------------|--|-------------------------------------|---|
| | | | | | | |
| | | | | | | |
| | | | | | | |

करार

Articles of Agreement

(to be executed by successful tenderer on award of contract)

यह करार एक पक्ष के रूप में भारतीय रिज़र्व बैंक, जिसका केंद्रीय कार्यालय मुंबई- 400 001 में है (जिसे इसके बाद "नियोक्ता" कहा गया है) और दूसरे पक्ष के रूप में (जिसे इसके बाद ठेकेदार कहा गया है) के बीच के दिन निष्पादित किया गया।

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India having its Central Office at Mumbai 400 001 (hereinafter called "the Employer") of the one part and _____ (hereinafter called "the Contractor") of the other part.

जबकि नियोक्ता बैंक के अहमदाबाद स्थित मुख्य कार्यालय भवन में एक्स रे बैगेज स्कैनर की आपूर्ति, स्थापना, निरीक्षण एवं कमीशनिंग के काम के लिए इच्छुक है तथा किए जाने वाले कार्य की विशिष्टताओं को दर्शाया है। तथा कार्य को दर्शाने और कार्य का वर्णन करने वाले विनिर्देशों और मात्राओं की अनुसूची पर पक्षकारों द्वारा या उनकी तरफ से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner machine at Bank's Main Office Building at **Ahmedabad** and has caused specifications and schedule of quantities describing the work to be done to be done. AND WHEREAS the said specifications and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

तथा जबकि ठेकेदार शर्तों के अधीन आगे इसमें निर्धारित शर्तों और विशेष शर्तों में निर्धारित शर्तों और काम की मात्रा की अनुसूची और संविदा की शर्तों, यथासंशोधित एवं अंतिम रूप से दोनों पक्षों का मान्य) , जिन्हें इसके बाद सामूहिक रूप से "उक्त शर्तें" कहा जाएगा (के अनुसार कार्य को, जो उक्त ड्राइंग तथा/अथवा उक्त विनिर्देश में वर्णित है और काम की मात्रा की अनुसूची में शामिल है, उसमें निर्धारित दर पर गणना की गई कुल राशि पर या उसके अंतर्गत ऐसी अन्य देय राशि पर)इसके बाद इसे "उक्त संविदा राशि" कहा जाएगा(कार्य करने के लिए सहमत है।

AND WHEREAS the Contractor has agreed to execute upon the subject to the Conditions set forth herein and to the Conditions set forth in the tender, Special Conditions and in the Schedule of Quantities and Conditions of Contract (all of which are collectively hereinafter referred to as "the said Conditions") the works 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").

एतद् द्वारा अब निम्नानुसार सहमति हुई है:-

NOW IT IS HEREBY AGREED AS FOLLOWS

1. ठेकेदार उक्त शर्तों के अधीन विनिर्देशनों के अनुसार नियत ड्राइंग और काम की मात्रा की अनुसूची में दर्शाया गया काम 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 described in the said Specifications and the Schedule of Quantities.

2. नियोक्ता, ठेकेदार को उक्त संविदा राशि अथवा समय-समय पर देय होने वाली अन्य राशि उक्त शर्तों में विनिर्दिष्ट तरीके से अदा 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.

3. उक्त शर्तों के अनुसार संपदा विभाग ,भारतीय रिज़र्व बैंक ,अहमदाबाद के उप महाप्रबंधक नियोक्त की तरफ से काम करेंगे।

In the said conditions hereinbefore mentioned, the DGM (Estate) shall act on behalf of the Employer.

4. उक्त शर्तों और साथ में दी गई परिशिष्ट इसके साथ पढ़े जाएँगे और इस करार का हिस्सा माने जाएँगे और संबंधित पक्ष इस करार की उक्त शर्तों तथा संबंधित पत्राचार का पालन करेंगे और उक्त शर्तों के अनुसार क्रमशः अपनी ओर से करार का पालन करेंगे।

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

5. इसमें उल्लिखित ड्राइंग, करार एवं दस्तावेज इस संविदा के आधारभूत घटक होंगे।

The agreement and documents mentioned herein shall form the basis of this contract.

6. यह संविदा न तो एक निर्धारित एकमुश्त संविदा है और न ही कोई आंशिक कार्य संविदा है, बल्कि यह संपूर्ण कार्य के लिए संविदा है जिसका भुगतान वास्तविक रूप से किए गए कार्य की मात्रा तथा संभावित मात्रा के लिए कार्य की अनुसूची में उद्धृत दरों से या उक्त शर्तों में वर्णित किए गए अनुसार किया जाएगा।

This contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but it is a Contract to carry out the work in respect of **Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner at Bank's Main Office Building in Ahmedabad** to be paid for according to actual measured quantities at the rates contained in the Schedule of rates and probable quantities or as provided in the said Conditions.

7. ठेकेदार, नियोक्ता द्वारा नियुक्त अन्य ठेकेदारों को सभी कार्य करने के लिए प्रत्येक उचित सुविधा प्रदान करेगा और ऐसे कार्यों के पूरा होने के बाद दीवारों, फर्श इत्यादि को हुई क्षति की भरपाई करेगा।

The Contractor shall make good any damages done to walls, floors etc. after the completion of such works.

8. नियोक्ता के पास इस संविदा पर प्रतिकूल प्रभाव डाले बिना काम की प्रकृति बदलने, कोई मद जोड़ने या किए गए काम की मद को निकालने या उसके कुछ हिस्सों को बनाए रखने का अधिकार सुरक्षित होगा। तथापि, निविदा में उल्लिखित मात्रा से अधिक कार्य करने के लिए बैंक के इंजीनियर द्वारा लिखित में अनुमोदित किए बिना किसी भुगतान का पात्र नहीं होगा।

The Employer reserves to itself the right of altering the nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.

9. समय इस अनुबंध के सार के रूप में माना जाएगा और ठेकेदार इसके द्वारा उसे कार्यस्थल सौंपे जाने के तुरंत बाद कार्य प्रारंभ करने एवं समय विस्तार का प्रावधान होने के बावजूद कार्य आदेश जारी होने के 10 वें दिन से काम शुरू करने, इनमें से जो भी बाद में हो, तथा 60 दिनों के निर्धारित अवधि के भीतर संपूर्ण कार्य पूरा करने के लिए सहमत हुआ है जैसा कि उक्त शर्तों में उल्लिखित है।

Time shall be considered as the essence of the contract and the Contractor hereby agrees to commence the work from tenth day after the date of issue of formal works order as provided for in the said conditions and to complete the entire work within 60 days subject nevertheless to the provisions for extensions of time.

10. इस संविदा के अंतर्गत नियोक्ता द्वारा सभी भुगतान केवल भारतीय रिजर्व बैंक, अहमदाबाद में किए जाएंगे।

All payments by the Employer under this contract will be made only at Ahmedabad.

11. इस करार के तहत या इससे जुड़े किसी भी कारण से उत्पन्न विवाद को अहमदाबाद में उत्पन्न विवाद समझा जाएगा और उसके निपटान का क्षेत्राधिकार अहमदाबाद में ही स्थित न्यायालयों का निर्धारित क्षेत्राधिकार होगा।

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

12. इस संविदा के अलग-अलग भागों को ठेकेदार ने पढ़ लिया है और पूरी तरह से समझ लिया

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

नियोक्ता और ठेकेदार ने इस बारे में साक्ष्य स्वरूप अपने-अपने हस्ताक्षर किए और इसकी दो प्रतियाँ उक्त दिन और वर्ष को तैयार की गईं।

IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents and two duplicates hereof the day and year first hereinabove written.

(यदि ठेकेदार एक साझेदारी फ़र्म या एक व्यक्ति हो) If the Contractor is a partnership or an individual

नियोक्ता ने साक्ष्य स्वरूप अपने विधिवत अधिकृत अधिकारियों के माध्यम से हस्ताक्षर किए और ठेकेदार ने इसकी दोनों प्रतियों पर अपनी सामान्य मुहर लगाई तथा इसकी दो प्रतियों पर उसकी ओर से इन्हें उक्त दिन और वर्ष को निष्पादित किया गया।

IN WITNESS WHEREOF the Employer has set its hands to these present 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 (यदि ठेकेदार एक कंपनी हो) | Signatures (If the contractor is Company.) |
| भारतीय रिज़र्व बैंक, अहमदाबाद की ओर से हस्ताक्षरित एवं सुपुर्द श्री ----- ----- | SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri |

| | |
|--|--|
| | _____ |
| (नाम एवं पदनाम) | (name and designation) |
| इनकी उपस्थिति में हस्ताक्षर किए गए (गवाह) | in the presence of Witnesses |
| 1) _____ _____ पता _____ _____ | (1) Address |
| 1) _____ _____ पता _____ _____ | (2) Address |
| यदि पक्ष एक साझेदारी फ़र्म या एक व्यक्ति हो | If the party is a partnership firm or an individual should be signed by all or on behalf of all the partners. |
| _____ की ओर से हस्ताक्षरित एवं सुपुर्द इनकी उपस्थिति में हस्ताक्षर किए गए | SIGNED AND DELIVERED BY THE Reserve Bank of India by the hand of Shri _____ (name and designation) |
| इनकी उपस्थिति में हस्ताक्षर किए गए (गवाह) | in the presence of Witnesses |
| 1) _____ पता _____ _____ | (1) Address |
| 2) _____ _____ पता _____ _____ | (2) Address |

निम्नलिखित की उपस्थिति में दिनांक ----- को संपन्न निदेशक बोर्ड की बैठक में पारित संकल्प के अनुसारण में इस पर ----- की कॉमन मुहर लगाई गई है।

(गवाह)

(1 -----

(2 -----

यदि निविदाकार कॉमन मुहर के अंतर्गत हस्ताक्षर करता है तो दस्तावेजों पर हस्ताक्षर किए हैं तो हस्ताक्षर खंड संस्था के अन्तर्नियमों में दिए गए मुहर खंड से मेल खाने चाहिए।

निदेशक, जिन्होंने निम्नलिखित के साक्ष्य में दस्तावेजों पर हस्ताक्षर किए हैं।

THE COMMON SEAL OF _____

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

(1 -----

(2 -----

विधिवत गठित अटर्नी एवं यदि ठेकेदार चाहे कंपनी के रूप में

श्री -----या वैयक्तिक रूप में मुख्तारनामा के द्वारा हस्ताक्षरित एवं सुर्पुद अंतर्गत हस्ताक्षर करता हो।

If the Contractor signs under its common seal, the signature clause should tally with sealing clause in the Articles of Association.

(1)

(2)

The Contractor by the hand of

Shri

And duly constituted attorney.

Section (III): GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS

3.1 The tender shall be prepared and submitted online in two parts, viz., Part I and Part II clearly indicating on the covers “Part I – Technical and commercial” and “Part II – Prices”, respectively. Telegraphic, Fax and E-mail tenders will not be accepted. Insertions, post scripts, additions and alterations shall not be valid unless confirmed by the tenderers signature. All copies of the tenders should be complete in all respects with all attachments / enclosures / annexures.

3.2 The tenders for the above work in two parts i.e. Part-I containing technical specifications of equipment and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items stated in figures and words and amounts in figures shall be submitted, not later than **1400 hrs on January 02, 2019**. Part-I of the tenders will be opened on the same day at 1500 hrs. **Part-II of the tenders will be opened on a subsequent date under intimation to all the tenderers.**

(a) Tenderers are advised to submit tender on MSTC website (www.mstcecommerce.com).

(b) If applicants desire to submit additional information, they may upload the same on MSTC website on their own letter head / paper. Each page of the forms shall be signed and submitted. The firms can enclose only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered. No enclosure is permitted in Part II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection.

(c) The tender should be uploaded online within the stipulated time / dated i.e. **1400 hrs on January 02, 2019**

(d) Tenders shall remain open to acceptance by the Bank for a period of three months from the date of opening the tender which period may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

(e) The tenderer must use only forms issued by the Employer to submit the tender and fill in the rates.

(f) Part-II of the Tender, containing only rates of items and amount stated in figures and words will be opened on a subsequent date to be intimated to all the Tenderers

(g) Rates should be quoted both in figures and words in columns specified. No advice of any change in rate or conditions after the opening of Part II of the tender will be entertained.

(f) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications and Special Conditions etc. as laid down. Any tender with any of the documents not signed will be rejected.

(h) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.

EMD & Bank Guarantees To Be Submitted By The Tenderers

3.3 The Earnest Money Deposit of ₹30,000/- as mentioned in the memorandum of form of tender shall be submitted by all the tenderers by NEFT/demand draft before or at time of opening of Part I of tender or in the form of irrevocable Bank Guarantee issued by a Schedule Bank in the prescribed format enclosed (Annex-I) shall only be accepted by the Bank. The NEFT/RTGS or Bank Guarantee shall be drawn in favour of Reserve Bank of India, Ahmedabad. The validity of the Bank Guarantee shall be 90 days from date of issue and shall be extended by the successful bidder up to the completion of the work. The EMD paid by the successful tenderer shall be held by the RBI as a part of security for execution and due fulfilment of the contract. No interest shall be paid on this deposit. The Earnest Money Deposit (EMD) of the successful tenderer shall be converted into a part of Security Deposit (SD). In case of EMD in the form of Bank

Guarantee, the same shall remain valid/ revalidated up to completion of work. The bank details for NEFT are as under:

A/c Name: Reserve Bank of India, Ahmedabad

A/c Number: 186003001

IFS Code: RBIS0AHPA01

(Please read 5th and 10th character of IFSC Code as “Zero”)

While making online payment, the contractors should mention the remarks “EMD (Name of the contractor), Estate Dept.” and inform the Estate Department immediately on the same day.

3.4 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement 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.

3.5 As security for due fulfillment of the terms and the obligation of the DLP and thereafter service contract for entire life cycle of the equipment, the successful tenderer shall furnish a Bank Guarantee initially valid for a period of one year after handing over, in a form acceptable to the Bank for a sum of 10% of the work order value for each system before the claim for balance 15% and installation, testing, commissioning payment is submitted (Please see Clause 3.28 below). The amount of the bank guarantee will be reduced by 1/10th of the initial guarantee amount, year after year at the time of renewal of the AMC contract.

3.6 All compensation or other sums of money payable by the Contractor to the Employer 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 becomes otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

3.7 The tenderers shall furnish full details of all such similar works carried out by them during the last 3 years, as per the proforma included in this tender. The Bank will inspect one or all the works and satisfy itself about the performance of the installed equipment including the quality and reliability of the service rendered before opening Part II of the tender. Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason therefore.

3.8. The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer.

3.9. 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. except service tax at the specified site till the work is finally handed over to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Similarly no import license will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made at Ahmedabad and will be in Indian rupees only. The tenderers are advised **to indicate the percentage of GST separately in the check list of the tender part – I.**

3.10 Tenderers are advised to quote strictly as per BOQ. The schedule of quantities is based on probable quantities. The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities approximately indicate the total extent of work but may vary

to any extent and may even be omitted depending upon the site conditions and requirements solely at the discretion of the Bank thus altering the aggregate value of the Contract. No claim shall be entertained on this account.

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

3.12. 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.

3.13. Tenders will be evaluated on the basis of capital cost of the system and taking into account the effect of annual maintenance contract charges for 7 years after three years of defect liability period. Tenders will therefore be evaluated based on the Total owning cost (TCO) for 10 years which will be arrived at as under:

$$\text{TCO} = \text{Quoted capital cost} + \text{NPV of AMC charges for 7 years} = \text{Quoted capital cost} + \text{NPV Factor} * \text{Quoted AMC charges}$$

(NPV Factor = 5.7224)

For calculating the NPV of upkeep contract the following factors have been applied:

| | | |
|-----|----------------------------------|---|
| (a) | Annual Increase (Escalation) | 5% per annum |
| (b) | Discount factor | 8% per annum |
| (c) | Period of contract | 10 years from the date of handing over of the system. |
| (d) | Payment terms of upkeep contract | Quarterly payment after satisfactory completion of service. |

3.14 The equipment supplied shall be guaranteed against all types of defects for at least a period of one year from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer free of cost. During this period, servicing at not less than FOUR servicing and attending to ANY NUMBER of breakdown calls, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center. The tenderers shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guarantee period as per the scope indicated in section (IV) of Part I. This rate for the service contract shall be valid for entire period of 3 years duration after expiry of guarantee period 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 a emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

| | | Rectification time | Penalty |
|-----|--|------------------------------------|-----------------|
| (a) | Any defects resulting in total failure of the system | 24 hours | ₹2500/- per day |
| (b) | Any defects in independent devices, components, cables which may not result in total failure of the system | 72 hours | ₹500/- per day |
| | Maximum penalty per annum | 25% of Annual Maintenance charges. | |

The tenderers shall indicate details such as the service center from which the proposed systems at Ahmedabad will be serviced, the staff strength at that center

and the availability of spares for the system at that center. This service contract shall be renewed for an additional period of at least 7 years after the initial contract period valid till the end of four years (one year defect liability period and the three years initial contract period). While renewing the contract, after initial four years, the new contract amount will be arrived at based on following formula.

$$A_C = A_P \{10 + 65 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$$

A_C The contract amount for the current year

A_P The contract amount for the previous year

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

EPI_P Wholesale Price Index for Electrical Apparatus, appliances & parts 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

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

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

completion of the work, shall furnish three sets of schematic and layout drawings and maintenance manuals.

3.17 Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10th day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 4.27 of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work program which shall be approved by the Bank's Engineer.

3.18. 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.

3.19. 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.

3.20. 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.

3.21. 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.

3.22 Before dispatching the equipment to site, the equipment will be inspected by the Bank's Engineer at the works and then cleared for shipment. The contractor shall at his own expense, offer to the Inspect 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.

3.23 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.

3.24 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.

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

- 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;
- To reject any equipment or parts submitted as not being in accordance with the specification;
- 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
- To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

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

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

Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or

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

3.27 Bank's Engineer's 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.

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

- 85% of the quoted supply rate pro-rata against delivery of materials after checking at site,
- 15% of the quoted supply rate and 100% of the rate quoted for installation on completion of erection, testing, commissioning and handing over the system and on submission of the Bank Guarantee as per clause no. 3.5.

3.29 Time is the essence of the contract. The entire work shall be completed within 2(**Two**) months from the 10th day of letter of acceptance failing which liquidated damages at a rate of 1/4 % per week of delay beyond the stipulated period with an upper ceiling of 10% of the contract amount, will be levied. The successful tenderer shall submit a Bar Chart program for completion of supply, erection & commissioning of the various components & sub-assemblies.

3.30 The successful tenderer shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance. However,

the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

3.31 The payment for the system will be made by Ahmedabad 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 Ahmedabad.

3.32 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.

3.33 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.

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

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

Place:

Signature of Tenderer

Date:

Name

Designation

Name of firm

SEAL

SAFETY CODE

- 1 There shall be maintained in a readily accessible place first aid appliances including adequate supply of sterilized dressings and cotton wool.

- 2 An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.

- 3 Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.

- 4 No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.

- 5 The excavated material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.

- 6 Every opening in the floor of building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one meter.

- 7 No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.

8 Workers employed on mixing and handling materials such as asphalt, cement mortar, concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.

9 Those engaged in welding works shall be provided with welder's protective eye shields and gloves.

10 (i) No paint containing lead or lead products shall be used except in the form of paste or readymade paints.

(ii) Suitable facemasks should be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint is dry rubbed and scrapped.

11 Overalls shall be supplied by the Contractor to the painters and adequate facilities shall be provided to enable the working painters to wash during the periods of cessation of work.

12 Hoisting machines and tackle used in the works, including their attachments, anchorage and supports shall be in perfect condition.

13 The ropes used in hoisting or lowering material or as a means of suspension shall be of durable quality and adequate strength and free from defects.

SECTION (IV)

Conditions of contract - commercial

THE CONDITIONS HEREINBEFORE REFERRED TO

4.1 Interpretation Clause

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

(a) "Employer" shall mean the Reserve Bank of India and shall include its assigns and successors

(b) "Contractor" (i) in the case of partnership shall mean _____ and _____ trading as partners in the names and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and legal representatives of a deceased partner (ii) in the case of individual shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives (iii) in the case of company shall mean _____ a company incorporated under _____ 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 the Bank's Engineer with the prior concurrence in writing of the Employer.

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

(g) "Notice in Writing" or Written Notice shall mean a notice written, typed or printed characters sent (unless

delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office and shall be deemed to have been received when in the ordinary course of post it would have been delivered.

(h) "Act of Insolvency" shall mean any act of insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

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

(j) "The Works" shall mean supplying, installing, testing, commissioning of X-ray baggage Scanner for Bank's Main Office Building at Ahmedabad

(k) Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa, where the context requires.

4.2 Scope of Contract

4.2.1 The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the

Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time to time issue further drawings and / or written instructions, details, directions, and explanations which are hereafter collectively referred to as "Bank's Engineer's Instructions" in regard to,

(a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.

(b) Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.

(c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.

(d) The removal and/or re-execution of any works executed by the Contractors

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

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

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

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

4.3 Variations to be approved by Employer

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

4.4 Drawings, Schedule of Quantities and Agreement

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

4.5 Contractor to provide everything necessary at his cost.

4.5.1 The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or

between the Drawings, Schedule of Quantities and Specifications he shall immediately and in writing refer the same to the Bank's Engineer who shall decide which is to be followed.

4.6 Authorities, Notices and Patents

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

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

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

4.7 Setting out of Works

4.7.1 The Contractor shall set out the works and shall be responsible for the true and perfect setting out of the same and for the correctness of the positions, levels,

dimensions and alignment of all parts thereof. If at any time, any error in this respect shall appear during the progress of the works or within a period of one year from the completion of the works, the Contractor shall, if so required, at his own expense rectify such error to the satisfaction of the Bank's Engineer.

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 authorised by the Employer except the representatives of public authorities shall be allowed on the works at any time.

4.12 Assignment and Sub-letting

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

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

Employer in accordance with the provisions of Clause 4.16 hereof and the same shall be added to, or deducted from the Contract Amount, as the case may be, accordingly.

4.13 Schedule of Quantities

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

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

4.14 Sufficiency of Schedule of Quantities

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

4.15 Measurement of Works

4.15.1 The Bank's Engineer may from time to time intimate to the Contractor that he requires the works to be measured and the Contractor shall forthwith attend or send a qualified agent to assist the Bank's Engineer or his representative in taking such

measurements and calculations and to furnish all particulars or to give all assistance required by any of them.

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

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

4.15.4 All authorised 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 authorised, 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 authorisation 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 authorised 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 forthwith carry out such order at his own cost. In case of default on the part of the Contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and all expense consequent thereon, or incidental thereto, as certified by

the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Employer from any moneys due, or that may become due, to the Contractor.

4.19 Defects after Virtual Completion

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

clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

4.20 Certificate of Virtual Completion & Guarantee Period

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

4.21 Nominated Sub-Contractors

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

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

(a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this Contract.

(b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

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

4.22 Other Persons Employed by Employer

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

4.23 Insurance in respect of Damage to Person & Property

4.23.1 The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub- Contractor or any employee of either, whether such injury or damage arises from carelessness,

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

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

4.23.3 The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the work or in consequence thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract with an approved office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Bank's Engineer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this Contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expense effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the Joint names of the Employer and the Contractor against such risks and

deposit such Policy or Policies with the Bank from time to time during the currency of the Contract.

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

4.23.5 The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expenses arising or accruing from, or in respect of any such claims or damage from any or all sums due or to become due to the Contractor, without prejudice to the Employer's other rights in respect thereof. The Contractor shall, at his own expense, arrange to effect and maintain (until the virtual completion of the Contract) with an approved office, 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.
2. (C.A.R. Policy) for the total amount of contract.
3. Workmen compensation policy.
4. 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.

4.24 Date of Commencement & Completion

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

4.25 Damage for Non-completion

4.25.1 If the Contractor fails to maintain the agreed rate of progress of work and or fails to complete the works by the date stated in the Appendix or within any extended time under Clause (4.26) hereof and the Bank's Engineer certifies in writing that his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

4.26 Delay & Extension of Time

4.26.1 If in the opinion of the employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities and/or Specifications or (e) by reason of Bank's Engineer's instructions as per Clause 4.2 hereof or (f) by reason of civil commotion, local commotion of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due

time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with the previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the Contract works; in case of such strike or lock-out the Contractor shall, as soon as may be given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

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

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

4.28 Termination of Contract by the Employer

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

carry out and fulfill the Contract and to give security therefor, if so required by the Bank's Engineer.

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

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor Or shall assign or sublet this Contract without the consent in writing of the Employer first hand obtained. Or shall charge or encumber this Contract or any payments to you, or which may become due, to the Contractor then and there,

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

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

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

4.29 Termination of Contract by Contractor

4.29.1 If payment of the amount payable by the Employer under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank's Engineer or the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Bank's Engineer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

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

4.30 Certificate & Payments

4.30.1 The Contractor shall be paid by the Employer from time to time by installments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer work to the approximate value named in the Appendix as Value of work for Interim Certificates (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with the Contract. The Bank's Engineer may in his discretion include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with

the Contract neither will the Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

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

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

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

4.31 Delayed Payment

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

4.32 Matters to be finally determined by Bank's Engineer

4.32.1 The decision, opinion, direction, Certificate of the Bank's Engineer (Except for payment) with respect to all or any of the matters under Clauses 4.2.1 (a, b), 4.5, 4.6, 4.13 and 4.26 (a,b,c,d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 4.33 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

4.33 Settlement of Dispute by Arbitration

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

hereby referred to the arbitration and final decision of an arbitrator to be agreed upon as appointed by both the parties or, in case of disagreement as to the appointment of a single arbitrator, to the appointment of two arbitrators, one to be appointed by each party, which arbitrators shall, before taking upon themselves the burden or reference, appoint an Umpire.

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

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 Arbitratory or Arbitrations,

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

4.34 Right of Technical Scrutiny of Final Bill

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

4.35 Employer Entitled to Recover Compensation Paid to Workmen

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

written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

4.36 Abandonment of Works

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

4.37 Return of Surplus Materials

4.37.1 Notwithstanding anything to the contrary contained in any of all the clauses of this Contract, where any materials for the execution of the Contract are procured with the assistance of the Employer by purchase made under orders or permits or licenses issued by Government the Contractor shall hold the said materials economically and solely for the purpose of the Contract and not dispose off them without the prior written permission of the Employer and return them to the Employer, if required by the Employer at the price to be determined by the Bank's Engineer having due regard to the condition of the materials, the price to be determined not to exceed the purchase price thereof inclusive of sales tax, octroi and other such levies paid by the Contractor in respect thereof. In the event of breach of the aforesaid condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

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

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

4.39 Testing

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

4.40 Work at Site

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

Section- V

Technical Specification

X-Ray Baggage Scanner System having

- (i) Tunnel size (approximate) : 600 mm (W), 400 mm (H) OR +/- 10% size, for screening of hand baggage/Briefcases.
- (ii) Resolution : 42 SWG (38 AWG)
- (iii) Penetration thickness : Steel 34 mm. guaranteed
- (iv) Conveyor speed (approx) : 0.2 m/sec.
- (v) Carrying capacity (min) : 150kg. distributed load.
- (vi) Power supply : Suitable to operate on 220Volts +/- 10% AC, 50 Hz +/- 3%

1. Image processing - The system shall consists of

- i. Digital Video Memory : 32 MB
- ii. Grey levels : Around 4096 stored.
- iii. Video Display : 1280 X 1024, 24 bit, low radiation, ergonomic, flicker free 21" colour LCD Monitor.
- iv. Variable Zoom : X 8 or more

3. Computer Specification (minimum) :

| | |
|----------------|--|
| Processor: | : Latest processor as per system Requirement |
| System Memory: | : 2 GB (MIN) Ram |
| Display : | : 24 Bit True Color |
| Hard Disk | : 1 TB |
| DVD writer | : 52X (1 no.) |
| USB port | : 2 nos. |
| Mouse | |

4. The system shall also have multi energy system with four color palette for material discrimination high, low, medium penetration.

5. Edge enhancement

- i. Inverse video
- ii. Black and white image
- iii. Pseudo colour
- iv. Bi-direction/scanning

6. 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

7. Suspect organic enhancement (Z789).Explosive as well as their components are usually with atomic number of 7, meanwhile drugs are usually with atomic number of 9.Suspect organic Enhancement (Z789) specially highlights the material with atomic number 7/8/9 separately and show them in red color while others are in black and white.

8. Radiation Safety: Should comply with all applicable international radiation & health

Regulations. AERB certificate is required for safety of machine from X ray radiation leakage.

9 The system will have certification from CE/ UL

10 . Threat Image Projection (TIP)

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 authorised 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 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.

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.

e) Feed Back / Report

i) The Threat Image Projection should be capable of giving feedback “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.

Note:-

The specifications indicated above are the minimum acceptable to the Bank. Tenderers are free to quote for equipment with higher and advanced specifications, if any of the technical specifications is out of the range of equipment 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 aluminum. The requirement is to display 42 SWG wire is not covered by step wedge. A tick will indicate the visibility of appropriate wire. Metallic marker should be provided using high density material, so that SWG numbers in the VDU are clearly visible.

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 34 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.

Section-VI

Details of Technical parameters (To be furnished by tenderers)

| Sr. No. | Particulars | To be furnished by the tenderers | |
|---------|--------------------------------|----------------------------------|--|
| 1. | Make and Model No. | | |
| 2. | X-Ray Generator | | |
| | i. Cooling | | |
| | ii. Anode Voltage | | |
| | iii. Beam divergence | | |
| | iv. Direction of X-Rays | | |
| | v. Duty Cycle | | |
| | vi. Penetration (in mm. steel) | | |
| 3. | Image processing | | |
| | i. Sensor | | |
| | ii. Video Memory | | |
| | iii. Grey Levels | | |
| | iv. Display | | |
| 4. | General | | |
| | i. Conveyor Speed | | |
| | ii. Resolution | | |
| | iii. Carrying capacity | | |
| | iv. Power supply | | |
| 5. | Display monitor | | |
| | i. No. of B/W monitor | | |
| | ii. No. of colour monitor | | |
| | iii. Make, size, resolution | | |
| 6. | Tunnel size | | |
| | (a) Width | | |
| | (b) Height | | |

| | | | | |
|-----|-----------------------|--------------------|--|--------|
| | (c) | Length | | |
| 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 | | |
| | (ii) | System Memory | | |
| | (iii) | Display | | |
| | (iv) | Hard Disk capacity | | |
| | (v) | CD Drive | | |
| | (vi) | VGA Card | | |
| | (vii) | RAM | | |

Section-VII

Check List

PART I

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

COMMERCIAL CONDITIONS

| Sr. No. | Description | Bank's Terms | Tenderers terms and acceptance of Bank's terms |
|---------|-------------------------|--|--|
| 1. | Validity | 3 months | |
| 2. | EMD | ₹ 30000/- by DD/BG | |
| 3. | Terms of payment | (a) 85% of the quoted supply rate pro-rata against delivery of materials after checking at site. | |
| | | (b) Balance 15% of the quoted supply rate and 100% of the rate quoted for installation on completion of testing, commissioning and handing over the system and on submission of the Bank Guarantee | |
| 4. | a. Prices b. GST | a. Firm, inclusive of all taxes, duties, insurance, levies during the contract period. b. Percentage GST considered. | -----% |
| 5. | Guarantee period | 12 months from date of handing over. | |
| 6. | Service after sales | Free of cost during the guarantee period. | |
| 7. | Completion period | 2 months from 10th day of letter of award of work. | |

| | | | |
|-----|---|--|--|
| 8. | Liquidated damages | 1/4% of the contract amount per week of delay subject to maximum of 10% of the contract value. | |
| 9. | (a) | Time allowed for rectification | Maximum 24 Hours/72 hours depending upon type of defect as per clause 3.14 of Part I. |
| | (b) | Penalty for delay in providing service | ₹ 2500/- per day, if system defect not rectified within 24 hours on receipt of complaint and ₹500/- per day if individual equipment defect not rectified within 72 hours |
| 10. | Service facility | Shall be available at the centre/nearest metropolis where the system is installed and shall be approachable on telephone/email/mobile. | |
| 11. | Committed period for system maintenance | At least 10 years from the date of handing over of the installation. | |
| 12. | Approved make /model of machine. | ECIL,Rapiscan, Nutech, SMITH Detection, BEL, | |

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

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

Signature of Tenderer

Place:

Date:

Note:-

- a. 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.
- b. In case of tenderers proposing any deviation, they are advised to indicate the deviation only quoting relevant tender clause.

Appendix Hereinbefore Referred To

| | | |
|----|---|---|
| 1. | Defects Liability Period | Twelve months from the date of Virtual Completion Certificate |
| 2. | Period of Final Measurement | 3 months |
| 3. | Date of Commencement | 10 th day from the date of letter of acceptance. |
| 4. | Date of Completion | Date of virtual completion certificate. |
| 5. | Liquidated damages at the rate of | 0.25% of the contract value per week subject to a maximum of 10% of the contract value. |
| 6. | Value of works for interim certificates | ₹ 5 lakh |
| 7. | Period for honouring certificates | One month for interim bills and 3 months for final bill. |
| 8. | Interest for delayed payment | 3% per annum |

Proforma Of Bank Guarantee

The Regional Director,
Reserve Bank of India
Estate Department,
Ahmedabad

Place
Date

Dear Sir,

Supply, Installation, Testing and Commissioning of X-Ray baggage Scanner System for the Bank's Office Building at Ahmedabad

WHEREAS

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai and an office at Ahmedabad (hereinafter called the 'Employer') has invited tenders for the work Supply, Installation, Testing and Commissioning of X-Ray baggage Scanner System for the Bank's Office Building at Ahmedabad (hereinafter referred to as 'the Work') on the terms and conditions mentioned in the tender documents.

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹ _____ (Rupees _____ only) as Earnest Money Deposit.

2. M/s _____, (hereinafter called as tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of ₹ _____ (Rupees _____ only).

NOW THIS GUARANTEE WITNESSETH

1. We _____ (Bank) do hereby agree with and undertake to the Reserve Bank of India, their Successors, Assigns that in the event of the Reserve Bank of India coming to the conclusion that the Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, we shall on demand by the Reserve Bank of India, pay without demur to the Reserve Bank of India, a sum of Rs . _____ (Rupees _____ only) or any lower amount that may be demanded by the Reserve Bank of India. Our guarantee shall be treated as equivalent to the Earnest Money Deposit for the due performance of the obligations of the Tenderer under the said Conditions, provided,

however, that our liability against such sum shall not exceed the sum of Rs .
_____/- (Rupees _____ only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹
_____/- (Rupees _____ only) as
aforesaid shall be paid by us without any demur or protest, merely on demand from
the Reserve Bank of India on receipt of a notice in writing stating the amount is due
to them and we shall not ask for any further proof or evidence and the notice from
the Reserve Bank of India shall be conclusive and binding on us and shall not be
questioned by us in any respect or manner whatsoever. We undertake to pay the
amount claimed by the Reserve Bank of India within a period of one week from the
date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the Reserve Bank of India under this guarantee
shall be independent of the agreement or agreements or other understandings
between the Reserve Bank of India and the Tenderer.

This guarantee shall not be revoked by us without prior consent in writing of the
Reserve Bank of India.

We hereby further agree that –

a) Any forbearance or commission on the part of the Reserve Bank of India
in enforcing the conditions of the said agreement or in compliance with any of
the terms and conditions stipulated in the said tender and/or hereunder or
granting of any time or showing of any indulgence by the Reserve Bank of
India to the Tenderer or any other matters in connection therewith shall not
discharge us in any way and our obligation under this guarantee. This
guarantee shall be discharged only by the performance by the Tenderers of
their obligations and in the event of their failure to do so, by payment by us of
the sum not exceeding ₹ _____/- (Rupees
_____ only)

b) Our liability under these presents shall not exceed the sum of ₹
_____/- (Rupees _____
only)

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

d) This guarantee shall remain in force upto _____ provided that if
so desired by the Reserve Bank of India, this guarantee shall be renewed for
a further period as may be indicated by them on the same terms and
conditions as contained herein

e) Our liability under this presents will terminate unless these presents are
renewed as provided hereinabove on the _____ or on the day when our

said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

_____ Bank.

Authorized official.

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

Reserve Bank of India

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

Part II

Name of the tenderer _____

Address _____

Due Date of Submission :

Note:

- (i) **No enclosures are allowed**
- (ii) **Conditional discounts will not be considered**
- (iii) **Rates for individual items to be written in words and figures**
- (iv) **Rates/amounts to be filled in for all items**
- (v) **Use only the forms supplied by the Bank**
- (vi) **Both original and duplicate shall be submitted**

PART II

PRICE BID

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

| Sr. No | Description of items | Qty. | Unit | Rate (₹) | Amount (₹) |
|------------|---|------|------------------|----------|------------|
| 1 | Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System as per specification. (Rates inclusive of GST as applicable) | 1 | No | | |
| | Rate (in words) | | | | |
| 2 | Supply of one standard combined test piece for carrying out all tests specified under "Technical Specifications" (Inclusive of GST as applicable) | 1 | No | | |
| | Rate (in words) | | | | |
| 3 | Buy back of old X-ray baggage scanner machine. (Inclusive of all taxes) | 1 | No | | |
| | Rate (in words) | | | | |
| (A) | Total Capital Cost (including all applicable taxes) = (1+2)-3 | | | | |
| 4 | Comprehensive AMC charges in Rupees per annum after completion of defect liability period including all taxes as per terms and conditions. | | Per annum | | |
| (B) | Total AMC Cost (inclusive of all taxes as applicable) | | | | |
| (C) | Total Cost of Ownership= (A)+5.7224*(B) | | | | |

DATE:

PLACE:

Signature

Name of the CONTRACTOR

SEAL