



**Reserve Bank of India
Estate Department
Shillong**

Tender Notice for Design, Supply, installation, Testing and commissioning of X-Ray Baggage Scanner Systems for Bank's Main Office building at Shillong

1. E-tenders in two parts (Part -I and Part –II) are invited for " **Design Supply, installation, testing and commissioning of X-Ray Baggage Scanner Systems** for Bank's Main Office Building at Shillong" for an estimated cost of ₹ 14 lakh with a completion period of **60 days**.
2. Tender forms will be available from August 16,2023 at 3 PM and submission of bids can be done from September 14, 2023 at 2 PM to September 25, 2023 at 2 PM in MTSC website. The duly filled in tender documents should be uploaded on MSTC website before **02.00 PM** on **September 25, 2023**.
3. E-Tendering forms can be downloaded from the website <https://www.mstcecommerce.com/eproc> and uploaded along with all the information / documents, mentioned in the commercial terms and conditions of the tender.
4. Only those **Original Manufacture Equipment (OEM)** who possess the following shall be eligible to participate in the tender:
 - I. The firm should be Original Equipment Manufacturer (OEM) of the X-Ray Baggage Scanner System.
 - II. Minimum 5 years of experience in the field of undertaking similar works viz. DSITC of X-Ray Baggage Scanner System for large office buildings / commercial Estate / industrial houses. **The similar work* should have been completed on or before July 31, 2023.**
 - III. Have executed successfully similar works (Design, Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System) during last five years ending on **July 31, 2023** individually costing as under:
 - (a) Three works each costing not less than the amount equal to 40% of the estimated cost.
 - or
 - (b) Two works each costing not less than the amount equal to 50% of the estimated cost.

or

(c) One work costing not less than the amount equal to 80% of the estimated cost.

(iv) Minimum yearly turnover of ₹14.00 lakh during last 3 financial years supported by audited financial statements.

(v) Should furnish Banker certificate issued by the Applicant's banker specifically for the purpose of the work, for an amount of **Rs 14.00 lakh (Annexure- X)**

(vi) have a service set up in Shillong/Guwahati for rendering after sales service.

(vii) Should have Certificate of Radiation issued by Atomic Energy Regulatory Board(AERB).

5. The following documents shall be prepared and scanned in different files (in PDF or JPEG format) and uploaded during the on-line submission of Bid. These documents shall also be submitted to RBI before the prescribed date & time for submission of Bids. The following relevant documents should be submitted to satisfy the Bank about their eligibility for participating in the tendering process.

a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in details should be submitted along with name(s) and address (es), of the partner's copy of the Articles of Association/ Power of Attorney/other relevant documents.
b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders for the two qualifying works indicating date of award, value of awarded work, time given for completing the work, etc. and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any of carrying out works for the Reserve Bank of India at any center should also be given
c)	Turn over during the specified period	A certificate issued by the Chartered Accountant shall be submitted.

d)	Name(s) and address (es) of the Bankers and their present contact executives	Written Information about the names and addresses of their bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos. fax nos., etc. of the contact executive (i.e. the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished.
e)	Details of Bank account	Full particulars of their bank accounts, like account no. type, when opened etc., should be given.
f)	Details of completed works	The client-wise names of work(s), year(s) of execution of work (s), awarded and actual cost(s) of executed work(s) completion time stipulated in the contract (s) and actual time taken to complete the work (s), Name(s) and full contact-details of the officers/ authorities /

6. In the event of intending tenderer's failure to satisfy the Bank; the Bank reserves the right to refuse issuance of tender forms/documents to them.

7. Tender (Part I & Part II) shall be submitted through e-tender portal of MSTC. Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter, tenderer's additional conditions, if any and the EMD of **Rs 28,000 /-** in the form of NEFT in favour of Reserve Bank of India payable at Shillong OR an irrevocable Bank Guarantee issued by a scheduled Bank in the Bank's standard proforma valid for six months which is available in the Part I of the tender form submitted to the RBI, Shillong on or before **September 25, 2023 up to 2.00 pm.**

8. The applicants/tenderers have to upload the scanned copy in MSTC portal on or before September 25, 2023 up to 2.00 pm.

a. Client's certificate as per format at **Annexure -IX** for qualified works they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.

b. **Banker's certificate as per format at Annexure-X from their banker/bankers.**

The certificates should be addressed to The Regional Director, Reserve Bank of India, Estate Department, Shillong and shall be submitted/uploaded along with their application/tender.

The client's certificate shall be accepted only when the same is signed by an official of the rank of Executive Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work

done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/tenders received without the above certificates may be rejected. The Bank shall have the right to independently verify these certificates.

The Bank shall evaluate the said reports before evaluation of price bid of the tenders. If any tenderer is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the tender. The Bank is not bound to assign any reason for doing so.

9. Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids.
10. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
11. Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website and MSTC Website as given above.

General Manager (Officer-in-Charge)
Reserve Bank of India
Shillong

SCHEDULE OF TENDER (SOT)

Item	Design Supply, installation, testing and commissioning of X-Ray Baggage Scanner Systems
e-Tender no	RBI/SHILLONG REGIONAL OFFICE/Estate/1/23-24/ET/12
Mode Of Tender	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through (https://www.mstcecommerce.com/eproc))
Estimated Cost	₹ 14.00 Lakhs
View tender – Date, Time on MSTC Web portal	3.00 PM onward on August 16, 2023
Pre-Bid meeting (Offline)	11 AM on September 12, 2023 Venue- Reserve Bank of India, Estate Department, Shillong
Earnest Money Deposit	₹ 28,000/- NEFT transfer to A/C No-8714295, Reserve Bank of India, IFSC Code- RBIS0SLPA01, Branch Name – Shillong , Branch Address – Reserve Bank of India, 3rd Floor, GMTD, BSNL Bhawan, Near Lady Hydari Park, Barik, Shillong – 793001 Proof of remittance indicating transaction number and other details shall be uploaded on Bank’s approved e-tender portal along with other tender documents.
Bid Start Date- Date of Starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eproc	2:00 PM on September 14, 2023
Bid close Date- Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	2:00 PM on September 25, 2023
Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed separately	a. 3:00 PM on September 25, 2023 b. Shall be informed separately to the bidders eligible for Part II of the tender

Note: The firms have to pay the mandated transaction fee to MSTC payment gateway in favour of MSTC LIMITED

Important instructions for E-procurement

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

1

Process of e-Tender:

A) Registration: The process involves vendor's registration with MSTC E-procurement portal which is **free of cost**. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. **The Vendor must have valid Class-III Digital Signature both Signing & Encryption type Certificate to participate in tenders.** Vendors are to make their own arrangement for bidding.

SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE www.mstcecommerce.com/eproc (Version 3)

1. Vendors are required to register themselves online with www.mstcecommerce.com/eproc Register as Vendor -- Filling up details and creating own user id & password and submit. For further details go to System Settings (on dash) Download Guide / Video / Registration Guide.

2). Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. 8 In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e- tender).

Contact person (RBI, Shillong):

1. Biswanath Dey, Manager – bdey@rbi.org.in – 9463952113
2. Pravas Kumar Sahoo, AM – pkasahoo1@rbi.org.in – 9438682876
3. Koncha Giridhar, J.E (Elect.) – giridharkoncha@rbi.org.in – 9959445148

Contact person (MSTC Ltd):

MSTC Technical Help Desk, Guwahati -0361-2221199

1. Mr. Prashant Chitranjan- pchitranjan@mstcindia.co.in- 8592888286
2. Mr. Soukat Das- sdas@mstcindia.co.in - 9883727679

	<p>B) System Requirement:</p> <p>i) Windows 7 or above Operating System ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <ul style="list-style-type: none"> ➤ Tools => Internet Options => Security => Disable protected Mode, if enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”. Other Settings: ➤ Tools => Internet Options => General => Click on Settings under “Browsing history/Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”. <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools →Internet Options→ custom level (Please run IE settings from the page https://www.mstcecommerce.com once)</p>
2	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at https://www.mstcecommerce.com/eproc. Tenders will be opened electronically on specified date and time as given in the Tender.</p>
3	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>
4	<p>Special Note towards Transaction fee:</p> <p>The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail. Transaction fee is non-refundable. A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.</p>
5	<p>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 e-Tender. Please note that if the documents are not attached to any e-Tender, the same cannot be downloaded</p>

	by RBI, Shillong and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.
6	Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that their corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).
7	<u>E-tender cannot be accessed after the due date and time mentioned in NIT.</u>
8	<p>(i) Please note that there is no provision to take out the list of parties downloading the e-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 e-Tender opening to ensure that they have not missed any corrigendum uploaded against the said e-Tender after downloading the e-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/eproc of MSTC Ltd</p>
9	<p>Bidding in e-Tender</p> <p>a) Bidder(s) need to submit necessary EMD, E-Tender fees (If ANY) and Transaction separately for the e-tender. Transaction fees if any are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, Shillong.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com e-procurement PSU /Government Departments RBI Shillong Login My Menu Auction Floor Manager live event Selection of the live event Techno Commercial Bid.</p> <p>d) The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately 34 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)</p> <p>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.</p>

	<p>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.</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/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 e-Tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the e-Tender. 35</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 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, Shillong 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 e-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

Important Note

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



**Reserve Bank of India
Estate Department
Shillong**

**e-Tender for
Design, Supply, installation, testing and commissioning of X-Ray Baggage Scanner
System along with Comprehensive AMC for Bank's Office Building at Shillong**

Part – I (Techno commercial Bid)

Name of Tenderer: _____

Address: _____

Contact Details with email ID: _____

Date and time of Pre-bid meeting : At 11:00 AM on September 12, 2023
Due date and time for Submission of Tender : Up to 02:00 PM on September 25, 2023
Date of opening of Part- I of tender : At 03:00 PM. On September 25, 2023

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

Disclaimer

Reserve Bank of India (The Bank), Estate Department, Shillong (the Bank) has prepared this tender document. The information is provided to prospective Bidders to enable them to bid for **DSITC of X-Ray Baggage Scanner System along with Comprehensive AMC for Bank's Office Building at Shillong** from the date specified in the contract as per the terms and conditions set out in this tender and any other terms and conditions related to such information.

This tender is neither an agreement with any party, nor invitation to any party to perform work of any kind. The purpose of this tender is to share requirements of the Bank with all interested parties in order to enable them to submit their Bid. While the Bank has taken due care in the preparation of the information contained herein, the Bank does not claim that the information is exhaustive. Respondents to this tender are required to make their own inquiries and they should not rely solely on the information in tender. The Bank is not responsible if no due diligence is performed by the Respondents. The Bank reserves the right not to proceed with this tender, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the tender further with any respondent. No reimbursement of cost of any type or on any account will be paid to persons or entities submitting their Bid.

Section -I
Form of Tender

To,

Place:

Date:

Shri. Olden Nongpluh
The General Manager (Officer-in-Charge),
Estate Department,
Reserve Bank of India,
Shillong

Madam/Dear sir,

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

MEMORANDUM

(a)	Description of works	Design Supply, installation, testing and commissioning of X-Ray Baggage Scanner Systems for Bank's Main Office building at Shillong
(b)	Estimated cost	₹ 14.00 Lakh
(c)	Mode of payment	As per clause 3.18 General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	₹ 28,000/-
(e)	Time allowed for completion of work from 14 th day after the date of letter advising acceptance of tender.	60 days

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed proforma (Annexure V).
3. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the Terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your

successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.

4. I/We understand that you reserve the right to accept or reject any or all the tender either in full or in part without assigning any reason therefor.

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

Dated this ____ day of ____ 2023.

For and on behalf of M/s _____

(Signature with seal)

Name _____

Designation _____

Place _____

Date _____

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

Witnesses

(1) Signature with
name, address and date _____

(2) Signature with
name, address and date _____

Section -II

Articles of Agreement

ARTICLES OF AGREEMENT made onday of....., 2023 between the Reserve Bank of India (hereafter called "Bank") having its office at BSNL Bhawan, Barik, Shillong - 793001 on the one part and M/s _____ having its Registered Office at _____ (Thereinafter called "the Contractor") on the other part.

WHEREAS the Employer is desirous of **DSITC of X-Ray Baggage Scanner System for Bank's Office Building at Shillong (hereinafter called "the said work")** and has caused drawings, specifications and schedule of quantities describing the work to be done. AND WHEREAS the said specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

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

2.2. The term "Architect" in the said conditions shall mean General Manager (Officer-in-Charge), Reserve Bank of India, Shillong and on his ceasing to be the architect for the purpose of this Contract for whatever reason, such other person or persons as shall be nominated for that purposes by the Employer, not being a person to whom the Contractor shall object for reasons considered to be sufficient by the Employer PROVIDED ALWAYS that no person or perhaps persons subsequently

appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

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

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

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

2.6. This Contract is neither a fixed lump sum contract nor a piece work but is a contract to carry out the work in respect of provision of **DSITC of X-Ray Baggage Scanner System along with Comprehensive AMC** to be paid for at the rates/amount contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

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

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

2.9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the 14th day of issue of work order/letter of acceptance as provided for in the said Conditions and to complete the entire work within **sixty days** subject nevertheless to the provisions for the extension of time, in writing by such form (i.e. by way of a deed or agreement or by exchange of letters /emails) as may be mutually decided by the parties.

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

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

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

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

- 60% of the quoted rate pro-rata against receipt of the material at site and on submission of the following documents:
 - i) Manufacturer's Inspection and Test Certificates
 - ii) Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free of cost to the Bank.
 - iii) Policies of insurance covering all the risks during storage, installation, commissioning, testing and handing over including third party liabilities .

- 20 % of the quoted rate pro-rata against erection, testing, commissioning and handing over. (The installation of XBIS system shall be inspected and certified by the contractor before handing over of the same.)

- Balance 20 % of the quoted rate of the work will be released after handing over of the entire system subject to submission of BG of equal amount (as per clause 3.18.1) valid up to five years.

2.14 **Liquidated Damages:** Time is the essence of the contract. The entire work shall be completed within sixty days from the 14th day of letter of award, failing which liquidated damages at a rate of 0.25% of contract amount per week of delay beyond the stipulated period with an upper ceiling of 10% of the contract amount, will be levied.

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

The equipment supplied shall be guaranteed against all types of defects for at least a period of one year from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer free of cost. During this period, servicing at not less than **FOUR servicing** and attending to ANY NUMBER of breakdown calls, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center. The tenderers shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guarantee period as per the scope. Payment shall be made on half yearly basis on rendering satisfactory service. The service contract rate shall also consider all the cost, including travel cost from the nearest service station. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

	Response time and penalty for each system	Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	24 hours	Rs.1000/- per day
(b)	Any defects in independent devices, components	24 hours	Rs.500/- per day

The tenderers shall indicate details such as the service center from which the proposed systems at Guwahati/Shillong will be serviced, the staff strength at that center and the availability of spares for the system at that center. The equipment supplied shall be guaranteed against all types of defects for a period of one year from the **date of virtual completion**. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing at quarterly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

- a. The tenderers shall also quote their charges separately for comprehensive annual maintenance service after the expiry of the one-year guarantee period. During the comprehensive annual maintenance service contract period, the servicing at quarterly interval or earlier as prescribed by the manufacturer and as mutually agreed shall be carried out in addition to **any number of breakdown calls**. Comprehensive annual maintenance service charges shall be paid on half yearly basis on rendering satisfactory service and on submission of service reports.
- b. The charges for comprehensive annual maintenance service shall also include for replacement of any part of the X-ray baggage during service contract period. The servicing of the X-ray baggage system shall be carried out.
- c. The service contract shall be renewed for an additional period of at least **seven** years after the initial annual service contact period of one year after one-year warranty. While renewing the contract the new contract amount will be arrived at based on following formula.

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

AC	The contract amount for the current year
AP	The contract amount for the previous year
EPIC	Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year
EPIP	Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the previous year
CPIC	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year
CPIP	Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

2.16 Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks from the date of scheduled commencement of works till handing over the X-Ray Baggage scanner system to the Bank, in the joint names of the Bank (the Bank's name being the first), and the contractor, to be submitted to the bank before commencement of work and it shall cover the following risks:

- Contractors all risk (CAR) insurance inclusive of Storage, erection, testing and commissioning policy for the full contract value including fire risk and Transit insurance for transportation from manufacturer's works to site (by Air/Sea/Road etc.) as applicable.
- Workmen compensation policy for the employees of the contractor at site.
- Third party liability policy for a total of ₹10 lakh and with a limit of ₹2 lakh per accident.

2.17. Non-disclosure clause:

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

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

2.18.

Sexual harassment Clause:

a) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/Agency or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.

b) Any complaint of sexual harassment from any aggrieved employee of the service provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual harassment by the employee of the contractor is proved.

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

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

2.19. Force Majeure:

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

2.20 I _____ that the work of _____ awarded to me. I undertake to actually pay wages to all labourers of all description to be engaged by me for completion of _____ work awarded to me at the rate which is not less than the one prescribed under Minimum Wages Act 1948 and to ensure

compliance to the provisions of CLRA Act 1970 and also keep the Principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and for failure to comply with the provisions of CLRA Act 1970. I shall keep and maintain all necessary documents/records for inspection of Government authorities/Bank's officials from time to time.

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

Signature Clause:

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

Shri
 Name and designation)

in the presence of

(1)

(Name &
 Designation)
 Estate Department
 Reserve Bank of India, Shillong

(witness)

(2)

(Name &
 Designation)
 Estate Department

SIGNED AND DELIVERED BY

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

In the presence of:

(1)

----- Address: --

(Witness)

(2)

----- Address: --

(Witness)

Note:

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

Section III

General Instructions To Tenderers and Special Conditions

3.0 Submission of Tender

Online e-tenders are invited for the work Design Supply, installation, testing and commissioning of X-Ray Baggage Scanner Systems for Bank's Main Office building at Shillong The tenders shall be submitted in online manner at MSTC ecommerce site.

Documents, as mentioned in the commercial terms and conditions of the tender.

3.1 Only those **Original Manufacture Equipment (OEM)** who possess the following shall be eligible to participate in the tender:

I. The firm should be Original Equipment Manufacturer (OEM) of the X-Ray Baggage Scanner System

II. Minimum 5 years of experience in the field of undertaking similar works viz. DSITC of X-Ray Baggage Scanner System for large office buildings / commercial Estate / industrial houses **The similar work* should have been completed on or before July 31, 2018.**

IV. Have executed successfully similar works (Supply, Installation, Testing and Commissioning of X-Ray Baggage Scanner System) during last five years ending on **July 31, 2023** individually costing as under:

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

or

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

or

(c) One work costing not less than the amount equal to 80% of the estimated cost.

AND

(vii) Minimum yearly turnover of ₹14.00 lakh during last 3 financial years supported by audited financial statements.

(viii) Should furnish Banker certificate issued by the Applicant's banker specifically for the purpose of the work, for an amount of **Rs 14.00 lakh (Annexure- X)**

(ix) have a service set up in Shillong/Guwahati for rendering after sales service.

(x) Should have Certificate of Radiation issued by Atomic Energy Regulatory Board(AERB).

Tenderers should submit copies of the detailed work order indicating scope and value of works and completion certificate for the qualifying works. Tenderers should also provide a list of completed works with all the details as per the (Annexure-IX)

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

All the firms intend to participate in the online tender need to submit EMD before the last date of opening and a scanned copy must be uploaded on the website.

3.2 Pre-Bid Meeting

(a) A pre-tender briefing meeting of the eligible tenderers will be held at **11:00 Hrs on September 12, 2023** in Estate Department, 5th Floor, Reserve Bank of India, Shillong to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting.

(b) All communication regarding points requiring clarifications shall be given in writing/email to The General Manager (Officer-in-Charge), Reserve Bank of India, Estate Department, Shillong or estateshillong@rbi.org.in by the eligible tenderers on or before **17:00 Hrs on September 11, 2023**.

(c) **It is mandatory for the intending tenderers to attend the pre-bid meeting** in order to get clarification on any issue related to the tender from the Bank. No request for change in date of pre-bid meeting will be entertained thereafter.

(d) Inclusion/submission of any deviations in the tender conditions in Part-I of the tender after pre-bid meeting is liable for rejection.

(e) The minutes of pre-bid meeting and corrigendum if any, will be hosted in the Bank's website only. These minutes and corrigendum if any, will also become the part of the tender.

3.3 Tenders shall be submitted online in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened on the same day at 3:00 PM and technical evaluation of the same will be done. Firms who are meeting all the eligibility criteria and technically qualified will be considered for opening the Part II (Price Bid). Part II will be opened online on subsequent date, which will be intimated to the tenderers in advance.

- 3.4** The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm. Tenderers are requested to quote unit rates only and the amount will be calculated automatically by website.
- 3.5** The tenderers shall pay as Earnest Money a sum of ₹28 000/- (Rupees Twenty-Eight Thousand only) by NEFT or a demand draft or Bank Guarantee in favor of Reserve Bank of India, Shillong, drawn on a scheduled bank After receiving the EMD DD. The Earnest Money Deposit of the successful tenderer shall be released without any interest on issue of virtual completion certificate. The Earnest Money Deposit of unsuccessful tenderer shall be released to them without any interest after award of work. EMD shall be forfeited in the case of the Successful Tenderer, if not attended /refused and fails to complete the work within the prescribed time limit.
- 3.6** The tenders shall be valid for a period of 90 days from the date of opening of Part I of the tender.
- 3.7** The rates quoted shall be inclusive of all taxes, duties, transport, packing, forwarding, insurance etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. Tenderers must quote their rates including GST levied by the Central Government and State Government. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.

3.8 Part I – Technical & Commercial

- 3.8.1 Part I shall contain the unpriced tender consisting of complete technical specification including drawings and documents and commercial terms and conditions technical aspects of the tender such as equipment data sheets, tests and inspection, makes of materials technical description, drawings shall be uploaded with the following:
- 3.8.2 Earnest money in the form of NEFT/DD/Bank Guarantee (BG) issued by a scheduled Bank in India.
- 3.8.3 Power of Attorney/authorization with the seal of the company/firm in the name of the person signing the tender documents.
- 3.8.4 List of deviations, if any, in commercial terms and conditions.
- 3.8.5 List of deviation, if any, in technical specification.
- 3.8.6 Any other technical information the tenderer wishes to furnish.
- 3.8.7 The Tenderers are advised to visit the site of installation and acquaint themselves of the site conditions before tendering.
- 3.8.8 The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the

terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price. Tender containing deviations from the terms and conditions is liable to be rejected.

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

3.9 Scope of Work

3.9.1 The scope of proposed work shall be as per the Schedule of quantities & specifications given in this tender document. Some of the major items of works covered are listed below (in brief):

- i.Planning for the entire work complete in all respect, designing and finalizing the quantities as per site survey, seeking approval for the quantities before procurement.
 - ii.Supply of all the required materials (as per list of the approved makes of materials) in line with the schedule of quantities.
 - iii.Installation, testing and commissioning of the entire system
 - iv.Preparing drawings as per actual work at site
 - v.Completing the documentation, including manual etc.
 - vi.Imparting Training to the concerned officials of the Bank
 - vii.Handing over of the system to the Bank
- The installation of XBIS shall be inspected and certified by the Original Equipment Manufacturer (OEM) before handing over of the same to Bank.

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

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

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

3.10 The tenderer shall state clearly in his tender the standard tools, spare parts which he will supply free of cost when installing the equipment's and handover same to be Bank after completion of the work.

3.11 Validity of Tender

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of tender, which period may be further

extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

3.12 Lowest Tender Not Necessarily To Be Accepted

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

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

3.13 Earnest Money, Security Deposit

3.13.1 Intending tenderers shall pay as Earnest Money a sum of ₹ 28,000/- by NEFT/demand draft drawn on scheduled bank payable to Reserve Bank of India, Shillong. Alternatively, the tenderer may also furnish an irrevocable Bank Guarantee issued by a scheduled bank for an equivalent amount towards EMD as per proforma enclosed. The Bank Guarantee shall be in a format given at Annexure-V and shall remain un-discharged for such period as may be specified for keeping the tender open. If the Tenderer, after submission of the tender, deviates from his offer or modifies the terms and conditions thereof, the Bank Guarantee/EMD amount shall be liable to be enforced.

3.13.2 Tender not accompanied by DD/ Bank Guarantee or NEFT details is liable to be rejected. Under no circumstances EMD will be accepted in the form of fixed deposits of the bank or Insurance guarantee or cheque.

3.13.3 The above Bank Guarantee shall be discharged on acceptance of the tender, and on production of a new Bank Guarantee towards **Security Deposit** in the enclosed format (Annexure-VI) or on non-acceptance of tender, but not earlier than the expiry date of the period for which the tender is kept valid.

3.13.4 Should the Invitation to Tender be withdrawn or cancelled by the Bank, which shall have the right to do so at any time, the Bank Guarantee will be discharged.

3.13.5 Should the successful Tenderer fail to furnish the Security Deposit, the Bank Guarantee towards EMD shall be enforced without prejudice to his being liable for any further loss or damage incurred in consequence, by the Bank. The Bank Guarantee toward EMD shall be suitably extended, if necessary, by the successful Tenderer till the date fixed by the Bank for furnishing the Bank Guarantee towards Security Deposit.

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

3.14 Preference to make in India

- (a) Compliance to the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India and its subsequent revisions shall be a part of tender requirement for this work.

In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given in annexure-III

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

- (b) Participating bidder will be considered for purchase preference under Public procurement (Preference to make in India) PPP-MII order 2017 Revised – Government of India, subjected to their submission of self-certifications and fulfilment of all other documents, conditions of the above “PPP-MII order-2017 Revised” of Government of India.

3.15 Warranty/Defect Liability period and Annual Comprehensive Maintenance Service contract:

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. Payment shall be made on half yearly basis on rendering satisfactory service. The service contract rate shall also consider all the cost, including travel cost from the nearest service station. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

	Response time and penalty for each system	Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	24 hours	Rs.1000/- per day
(b)	Any defects in independent devices, components	24 hours	Rs.500/- per day

The tenderers shall indicate details such as the service center from which the proposed systems at **Guwahati/Shillong** will be serviced, the staff strength at that center and the availability of spares for the system at that center. The equipment supplied shall be guaranteed against all types of defects for a period of one year from the **date of virtual completion**. Any defects in the system/sub-assemblies, found within the guarantee

period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing at quarterly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

a. The tenderers shall also quote their charges separately for comprehensive annual maintenance service after the expiry of the one-year guarantee period. During the comprehensive annual maintenance service contract period, the servicing at quarterly interval or earlier as prescribed by the manufacturer and as mutually agreed shall be carried out in addition to **any number of breakdown calls**. Comprehensive annual maintenance service charges shall be paid on half yearly basis on rendering satisfactory service and on submission of service reports.

- d. The charges for comprehensive annual maintenance service shall also include for replacement of any part of the X-ray baggage during service contract period. The servicing of the X-ray baggage system shall be carried out.
- e. The service contract shall be renewed for an additional period of at least **seven** years after the initial annual service contact period of one year after one-year warranty. While renewing the contract the new contract amount will be arrived at based on following formula.

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

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

3.16. Evaluation of tenders:

- Tenders will be evaluated on the basis of capital cost of the system and taking into account the effect of rates quoted for comprehensive service contract for a period of **seven years** after the expiry of one year of defect liability / guarantee period.
- Tendered offers shall be evaluated on the basis of Total cost of ownership considering the Capital cost and net present value(NPV) of the Annual Comprehensive Maintenance service contract charges for the period of seven years after initial Warrantee period of one year. The said NPV shall comprise:

(a)	Cost of X- Ray Baggage Scanner Systems	Say (A)
-----	--	------------

(b)	<p>NPV of comprehensive annual maintenance Service contract charges for the period of 07 years after 1-year defect liability period shall be calculated assuming 5% increase in contract amount every year after first year of AMC, half yearly payment and with a discount rate of 8%. Thus, the <i>Multiplying Factor (MF) for working out NPV of AMC for 07 years after (1-year guarantee period) shall be</i> (F =5.6321)</p> <p>Note:</p> <p>(i) AMC amount for calculating the NPV shall be taken as quoted in the Part II of the tender OR 5 % (as per industry practice) of the capital cost of only X- Ray Baggage Scanner system whichever is higher.</p> <p>(ii) Payment for AMC shall, however, be made strictly as per rates and amounts quoted in the Part II of tender under head of AMC</p>	Say (B)
(c)	NPV of Owning the X- Ray Baggage Scanner System for 8 years of useful service life shall be worked out as [(A) + {AMC rate(B) x MF}]	Say (C)
(d)	The work will be awarded for the lowest value of (C) above.	

Total Cost of Ownership = Capital Cost (A) + 5.6321*AMC Rate (B)

3.17 Testing of X-ray baggage system:

Before dispatching the equipment to site, the equipment may be inspected by the Bank's Engineer at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to these 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.

3.17.1 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.

3.17.2 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.

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

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

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

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

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

3.18 Terms of Payment

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

- **60% of the quoted rate pro-rata against receipt of the material at site and on submission of the following documents:**

- i. **Manufacturer's Inspection and Test Certificates**
- ii. **Contractor's Certificate that all components, parts, sub systems, consumables etc. for successful installation, commissioning and testing of the systems including maintenance have been received at site in good condition and if any shortfall is noticed during installation, commissioning and testing they will be supplied free of cost to the Bank.**
- iii. **Policies of insurance covering all the risks during storage, installation, commissioning, testing and handing over including third party liabilities.**
 - **20 % of the quoted rate pro-rata against erection, testing, commissioning and handing over. (The installation of XBIS system shall be inspected and certified by the contractor before handing over of the same.)**
 - **Balance 20 % of the quoted rate of the work will be released after handing over of the entire system subject to submission of BG of equal amount (as per clause 3.18.1) valid up to five years.**

3.18.1 The Bank Guarantee of 20% of contract amount taken for due fulfilment of the terms and obligations of the Contract, guarantee period and service contract for the entire life cycle of the equipment shall be renewed up to the end of five years (1-year warranty/DLP and four years AMC). Thereafter, the amount of the Bank Guarantee will be reduced to TEN percent (10%) of the contract amount and the new Bank guarantee shall be renewed for further three years i.e. up to the end of estimated life of the X-ray baggage.

3.19 Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks till handing over the system to the Bank, in the joint names of the Bank and the contractor (first name of Bank) and it shall cover the following risks.

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

Note : These policies shall be valid till the completion of the work. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor.

3.20 Completion Period

3.20.1 Time allowed for carrying out the work, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 14th day after written order to commence the work is issued. The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" of the contract.

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

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

3.21 Packing and Dispatch

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

3.22 Signing of Contract Agreement

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

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

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

3.22.4 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. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.

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

3.23 Language

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

3.24 Right to Accept Part Tender

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

3.25 Drawings

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

3.26 Other Issues

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

3.26.2 The tenderer must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of making a tender and for entering into a contract and must examine the drawings, inspect the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work and all matters appertaining thereto. The Employer's decision in such cases shall be final and shall not be open to arbitration.

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

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

3.26.5 The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of

modifications to the work entrusted to him or in any sub- contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

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

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

3.26.8 The successful tenderer shall provide the PPE (Personal Protective Equipment) for their staff entering in the Bank's Premises and shall ensure to follow all the Bank's instruction related to personal safety, use of PPE inside the Bank's Premises.

3.27 The tenderer should have service facility at Guwahati/Shillong and its Suburban area.

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

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

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

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

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

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

3.29 Clause of Prevention of Sexual Harassment at Work place:

- a). The firm shall be solely responsible in case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Regional Committee constituted by the Reserve Bank of India and Bank shall ensure appropriate action under the said Act in respect of the complaint.
- b). Any complaint of sexual harassment from any aggrieved employee of the firm against any employee of the Bank / DICGC shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.
- c). The firm shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the firm, for instance any monetary relief to Bank's employees, if sexual violence by the employee of the firm is proved.
- d) The firm shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e.) The firm shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

3.30 Non – Disclosure clause:

The contractor shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment's etc. which may come to the possession or knowledge of the Contractor during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Contractor shall treat the details

of the contract as private and confidential, except to the necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

SAFETY CODE

- 1 There shall be maintained in a readily accessible place first aid appliance including adequate supply of sterilized dressings and cotton wool.
- 2 An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalization.
- 3 Suitable and strong scaffolds should be provided for workmen for all works that cannot safely be done from ground.
- 4 No portable single ladder shall be over 8 meters in length. The width between the side rails shall not be less than 30cm. (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
- 5 The excavated material shall not be placed within 1.5 metres of the edge of the trench or half of the depth of trench whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
- 6 Every opening in the floor of building or in a working platform shall be provided with suitable means to prevent the fall of persons or materials by providing suitable fencing or railing whose minimum height shall be one metre.
- 7 No floor, roof or other part of the structure shall be so overloaded with debris or materials as to render it unsafe.
- 8 Workers employed on mixing and handling materials such as asphalt, cement mortar, concrete and lime mortar shall be provided with protective footwear and rubber handgloves.
- 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.
- 14 The vendor shall take all COVID-19 related measure/precautions to the workers deployed by him for the work like always issuing and wearing mask, sanitizing hands frequently etc., as per orders issued by MHA, Government of India / the state government/ the Bank time to time.

FIRE SAFETY

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

Section IV - The Conditions Hereinafter Referred To

4.1 Interpretation Clause

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

(a)	“Employer”	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b)	“Contractor” (in the case of of a partnership)	“Contractor” shall mean _____ and _____ trading in the name and style of _____ and having a place of business at _____ and shall include the partners for the time being of the said firm and the legal representatives of a deceased partner.
	(in the case of individual)	“Contractor” shall mean Shri _____ trading in the name and style of _____ and shall include his heirs, successors and legal representatives.
	(in the case of Company)	“Contractor” shall mean _____ a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
(c)	“Site”	Shall mean the site of the contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor’s use.
(d)	“This Contract ”	Shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities and Specifications etc. attached hereto and duly signed.
e)	“Banks Engineer ”	The term “Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank's Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except in so far as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Employer. The Bank's Engineer or any representative of the Bank shall have power to give notice to the Contractor or his representative of non-approval of any work or materials and such work shall be suspended or the use of such materials shall be discontinued. The work will, from time to time, be examined by the Bank's Engineer/Bank's representative but such examination shall not in any way exonerate the Contractor from the obligation to remedy any defects which may be found to exist at any

(f)	“Notice in writing”	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address to have been received when in the ordinary course of post it would have been delivered.
(g)	“Act of Insolvency”	Shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act or the Provincial Insolvency Act or any Act amending such original.
(h)	“Net Prices”	If in arriving at the contract amount, the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression “net rates” or “net prices” when used with reference
(i)	“The works”	Shall mean the Design Supply, installation, testing and commissioning of X-Ray Baggage Scanner Systems for Bank’s Main Office building at Shillong.

Word importing persons include firms and corporations. Word importing the singular only also includes the plural and vice-versa where the context requires.

4.2 Scope of Contract

The Contractor shall carry out and complete the said work in every respect in accordance with this Contract and with the directions of and to the satisfaction of the Employer. The Employer may in his absolute discretion and from time to time issue further drawings and/or written instructions, details, directions and explanations, which are hereafter collectively referred to as “Employer’s Instructions” in regard to:

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

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

the Employer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by the Employer, such shall be deemed to be Employer's instructions within the scope of the Contract.

4.3 Variations to be approved by Employer

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

4.4 Drawings, Schedule Of Quantities & Agreement

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

4.5 Contractor to provide everything necessary at his cost

The Contractor shall provide at his cost, everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications, he shall immediately and in writing refer same to the Employer 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 electric supply and other companies and/or authorities with whose systems, the installation is proposed to be connected and shall, before making any variations from the Drawings or Specifications that may be necessitated by so conforming, give to the Employer, written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the Contractor shall not receive such instructions within ten days, he shall proceed with the work conforming to the provisions, regulations or bye- laws, in question, and any variation so necessitated shall be dealt with under Clause No.13 thereof.
- 4.6.2** The Contractor shall bring to the attention of the Employer, all notices required by the said Acts, regulations or bye-laws to be given to any authority and pay to such authority, or to any public office, all fees that may be properly chargeable in respect of the works, and lodge the receipts with the Employer.
- 4.6.3** The Contractor shall indemnify the Employer against all claims in respect of rights, and shall defend all actions arising from claims, and shall himself pay all

royalties, license fees, damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

4.7 Setting out of works

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

4.8 Materials and workmanship to conform the descriptions

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

4.9 Contractor's superintendence and representative on the works

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

4.10 Dismissal of Workmen

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

4.11 Assistant Manager (Tech)/Manager (Tech)

The term "Assistant Manager (Tech)/Manager (Tech)" shall mean the person appointed and paid by the Employer to inspect the works, the Contractor shall afford the Assistant Manager, every facility and assistance for inspecting the works and materials and for checking and measuring time and materials. The Assistant Manager (Tech)/Manager (Tech) shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract or to sanction any work, additions, alterations, deviations or omissions or any extra work whatever, except in so far as such authority may be specially conferred by a written order with the prior concurrence in writing of the Employer.

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

4.12 Assignments 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 Employer 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 alteration 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 any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract, Stipulation, Specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Employer, with the prior approval in writing of the Employer in accordance with the provisions of Clause 17 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

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

Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof as ascertained under Clause 17 hereof, shall be added to, or deducted from, the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

4.14 Sufficiency of Schedule of Quantities

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

4.15 Measurement of Works

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

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

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

4.16 Prices for extra etc. ascertainment of

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

4.16.2 No claim for any extra shall be allowed unless it shall have been executed under provisions of Clause 5 hereof 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.

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

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

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

4.16.2.3 Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Employer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Employer shall fix such other rate or price as in the circumstances he shall think reasonable and proper.

4.16.2.4 Where extra work cannot be properly measured or valued, the

Contractor shall be allowed day work prices at the net rates in accordance with the local day work rates and wages for the district, provided that in either case vouchers specifying the daily time and materials employed, be delivered for verification to the Bank's Employer at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurement" stated in the Appendix, or if not stated, then defined in Clause 21 hereof.

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

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

4.18 Removal of improper work

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

4.19 Defects after virtual completion

Any defect, shrinkage, settlement or other faults which may appear within the "Defects Liability Period" stated in the Appendix hereto, within 36 months from the date of commissioning of the system, arising in the opinion of the Employer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default, the Employer may employ and pay other persons to amend and make good such defects, other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any moneys due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum to be determined by the Employer equivalent to the cost of amending such work and in the event of the amount retained under Clause 4.32 hereof being insufficient, recover the balance from the Contractor, together with any expenses

the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any Sub-Contractor employed on the works who has been nominated or approved by the Employer as provided in Clauses 4.13 and 4.22 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause hereof. The Contractor shall remain liable under the provision of this Clause, notwithstanding the signing of any certificate or the passing of any accounts, by the Employer.

4.20 Certificate of virtual completion and Defects Liability Period

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

4.21 Nominated Sub-Contractor

4.21.1 All Specialists, Merchants, Tradesman and others executing any work of supplying or 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 Employer 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 or (save where the Employer and Contractor shall otherwise agree) who will not enter into Contract providing.

4.21.2.1 That the nominated Sub-Contractors shall indemnify the Contractor against the obligation in respect of the Sub-Contractor as the Contractor is under in respect of this Contract.

4.21.2.2 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.

4.21.2.3 Payment shall be made to the nominated Sub-Contractor within fourteen days provided that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged, in default whereof, the Employer may pay the same 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

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 but shall not be required to provide any plant or materials for the execution of such work. 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 reasonable for any damage or delay which may happen to or occasioned by such work.

4.23 Insurance in respect of damage to person and property

- 4.23.1** The Contractor shall be reasonable for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated Sub-Contractor or any employee or either, whether such injury or damage arises from carelessness, accident or any other cause whatever, in any way connected with the carrying out of this Contract. This Clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this Contract by frost, rain wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of any legislature or otherwise and also in respect of any award of compensation or damages consequent upon such claim.
- 4.23.2** 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 works or in consequences thereof and shall at his own expense arrange to effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of this Contract. The Contractor shall also similarly indemnify the Employer against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other statute in force during the currency of this contract or at Common Law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, until the virtual completion of the Contract, with an approved Office a Policy of Insurance in the joint names of the Employer and the Contractor against such risks and deposit such Policy or Policies with the Employer from time to time during the currency of the Contract.
- 4.23.4.** 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 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.

4.24 Fire Insurance

- (a) The Contractor shall insure the works at his cost and keep them insured until

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

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

4.25 Date of Commencement And Completion

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

4.26 Damages for Non-completion

If the Contractor fails to complete the works by the date stated in the Appendix Here in before, Referred to or within any extended time under Clause 28 hereof and the Employer certifies in writing that in his opinion the same ought reasonably to have been completed, the Contractor shall pay the Employer the sum named in the Appendix as "Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any moneys due to the Contractor.

4.27 Delay And Extension of Time

If in the opinion of the Employer, the works be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works or delays of other Contractors or Tradesmen engaged or nominated by the Employer and not referred to in the Schedule of Quantities, and/or Specification or (e) by reason of Employer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lock-out affecting any of the building trades or (g) in consequence of the Contractor not having received in due time, necessary instructions from the Employer for which he shall have specifically applied in writing or (h) from other causes which the Employer may certify as beyond the control of Contractor or (i) in the event the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, make a fair and reasonable extension of time for completion of the Contract works,, in case of such strike or lock-out the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably be required to the satisfaction of the Employer to proceed with work.

4.28 Failure by Contractor to comply with Employer's instructions

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

4.29 Termination of Contract by the Employer

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

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

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor,

Or shall assign or sublet this Contract without the consent in writing of the Employer first had obtained,

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

Or if the Employer determine that the Contractor

- 4.29.1 has abandoned the Contract, or
- 4.29.2 has failed to commence the works, or has without any lawful excuse under those Conditions suspended the progress of the works for 14 days after receiving from the Employer notice to proceed, or
- 4.29.3 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
- 4.29.4 has failed to remove materials from the site or to pull down, and replace work for seven days after receiving written notice that the said materials or work were condemned and rejected by the Employer under these Conditions or
- 4.29.5 has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases, the Employer may notwithstanding any previous waiver, after giving seven days notice in writing to the Contractor, determine the Contract and liabilities of the Contractor, the whole of which shall continue in force fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor and further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, machinery and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. when the works shall be completed or as soon thereafter as convenient, the Employer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of twenty days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realised. The Employer shall thereafter ascertain in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expense or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount which shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the decision of the Employer shall be final and conclusive between the parties.

4.30 Termination of Contract by Contractor

- 4.30.1 If payment of the amount payable by the Employer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer or if the Employer shall repudiate the Contract, or if the works be stopped for one months under the order of the Employer or by any injunction or other order of any Court of Law, then and in any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or

prepared for the purpose of the Contract.

4.30.2 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 17 hereof.

4.31 Certificates and Payments

4.31.1 The Contractor shall be paid by the Employer from time to time by instalments under Interim Certificate to the Contractor on account of the works executed, work to the approximate value named in the Appendix as "Value of work for Interim Certificates" (or less at the reasonable discretion of the Employer) has been executed in accordance with this Contract, after which time the instalments shall be upto the full value of work, subsequently so executed and fixed in the building. The Employer may, at his discretion, include in the Interim Certificate such amount as he may consider proper on account of materials delivered upon the site by the Contractor for use in the works. And when the works have been virtually completed and the Employer shall have certified in writing that they have been completed, the Contractor shall be entitled to the payment of the Final Balance in accordance with the Final certificate to be issued in writing by the Employer at the expiration of the period referred to as "the Defects Liability Period" in the Appendix hereto from the date of Virtual Completion or as soon after the expiration of such period as the works shall have been finally completed and defects made good according to the true intent and meaning hereof, whichever shall last happen, provided always that the issue by the Employer of any certificate during the progress of the works at or after their completion shall not relieve the Contractor from his liability under Clause 4. 20 nor relieve the Contractor of his inability in cases of fraud, dishonesty or fraudulent concealment relating to the works or materials or to any matter dealt within the Certificate, and in case of all defects and insufficiencies in the works or materials, which a reasonable examination would not have disclosed. No Certificate shall of itself be conclusive evidence that any works or materials, to which it relates, are in accordance with the Contract neither will the Contractor have a claim for any amounts which the Employer might have been certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

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

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

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

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

4.32 Delayed Payment

Any amounts payable by the Employer to the Contractor if not paid within the "Period for honouring Certificates" named in the Appendix, carry interest at the rate named in the Appendix as the "Rate of interest for delayed payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

4.33 Matters to be finally determined by Employer

The decision, opinion, direction, Certificate (except for payment), with respect to all or any of the matter under Clauses 2(a), 2(b), 4,7,12,19,28 (a,b,c,d,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 Employer or any refusal of the Employer to give any of the same shall be subject to the right of arbitration and review under Clause 35 hereof in the same way in all respects (including the provision as to opening the reference) as if it were a decision of the Employer.

4.34 Settlement of dispute by arbitration

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

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

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

The venue of arbitration shall be Shillong, INDIA.

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

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

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

The Arbitrator, Arbitrators or Umpire, as the case may be, shall give reasoned award in respect of each item of disputes which shall be final and binding on both the parties. It is agreed that the Contractor shall not delay the carrying out of the work by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrators, as the case may be, is given, abide by the terms and conditions of the contract herein, as also instructions with regard to the actual carrying out of the work herein contracted and no award shall relieve the Contractor of his obligations to adhere strictly to the terms and conditions of the contract herein as also instructions with regard to the actual carrying out of the work. The Bank and the Contractor hereby also agree that arbitration under this schedule shall be a condition precedent to any right of action, under the Contract.

In case during the arbitration proceedings, the parties mutually settle, compromise or compound their dispute or difference, the reference to arbitration and the appointment of the Arbitrator or Arbitrators, or Umpire, as the case may be, shall be deemed to have been revoked and the arbitration proceedings shall stand withdrawn or terminated with effect from the date on which the parties file a joint memorandum of settlement thereof with the Arbitrator or Arbitrators or the Umpire, as the case may be.

For the purpose of this clause, the expression “excepted matters” shall mean and refer to all or any of the matters under Scope of work, Contract price, Delivery Schedule & Final Acceptance certificate.

4.35 Right of technical scrutiny of final bill

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

4.36 Employer entitled to recover compensation paid to workmen

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

4.37 Abandonment of Works

At any time after acceptance of the tender, the Employer shall, for any reasons

whatsoever, not require the whole or any part of the works to be carried out, the Employer shall give notice in writing to the Contractor who shall have no claim to any payment of compensation or otherwise whatsoever on account of any profit or advantage which he might have derived from the execution of the whole works.

4.38 Return of surplus materials

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

4.39 Right of Employer to terminate Contract in the event of death of Contractor. if individual

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

4.40 Marginal Notes

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

Place
Date

Signature of Contractor

Name
Designation
Seal of the
firm

Section (V)

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	14 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	₹ 5.00 lakhs
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Seal & signature of Contractor

SECTION VI

(Appendix I)

Check List

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

Commercial Conditions

Sr. No	Description	Bank's Terms	Acceptance of Bank's terms (YES/NO)
1	Validity	90 days from opening of tender part-I	
2	EMD	₹ 28,000/-	
3	Terms of payment	As per clause No. 3.18	
4	Technical specifications	As per specifications in Part I of the tender	
5	Guarantee Period	12 months from date of handing over.	
6	Service after sales	Free of cost during the Guarantee period including replacement of any material/assembly/equipment/spares /labour if found necessary.	
7	Completion period	60 days from 14th day of letter of award of work.	
8	Liquidated damages	0.25 % of the contract amount per week of delay subject to a maximum of 10% of the contract value.	
9	Penalty for delay in providing service	As per applicable clause 3.15 in Part I of the tender	
10	Spare parts / Tools to be supplied at free cost	As per clause 3.15 in Part I of the tender	
11	Insurance	As per clause 3.19 in Part I of the tender	
12	Power of Attorney		
13	Undertaking by the bidder regarding country sharing land border with India		
14	Undertakings as per annexure 2 (regarding site visit) and annexure 4 (regarding maintenance confirmation)		
15	Technical literature of various components and write-up of system		
16	Compliance to all the commercial terms and conditions of the tender		
17	Compliance to all the technical specifications and conditions of the tender		
18	AERB Certified		
19	CE certified		
20	Food and health safety certified		

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 be valid or considered.

Place
Date

Signature of Contractor

Name
Designation
Seal of the
firm

Section (VIII)

Technical Specifications: -

Minimum Technical Specification X-Ray Baggage Scanner System

Offered Make :

Offered Model :

S. No.	Feature	Specification	Compliance (Yes /No)
1	Tunnel Size	600 cm W (Width) x 400 cm H (Height)	
2	Conveyor belt speed	Between 0.18 and 0.3 meter per second. Conveyor movement bi-directional. Auto stop in absence of baggage after 5 minutes.	
3	Power Requirement	Operating Voltage(v): 115/230 VAC +/- 10%,50/60Hz Single Phase, and should be able to withstand voltage fluctuations in the range as mentioned above.	
4	Conveyor Capacity	150 kg or more	
5	SS Rollers	Minimum 0.5mtrs at both ends (entry & exit) of the tunnel to facilitate placing & collection of	
6	Sensors	Sensors > 1000 diodes, L-shaped detector (Folded array type), In case of defective diode arrays, scanning should be disabled and error message should be displayed on the screen.	
7	X-Ray Voltage	140 KV or more	
8	X-Ray Source/Generator	should be capable to operate smoothly for a period of at least ten years	
9	Duty Cycle	100%	
10	Cooling	Sealed oil bath	
11	X-ray beam divergence	The X-ray beam divergence should be such that the complete image at maximum size of bag is displayed without corner cuts.	
12	Radiation level	The radiation level should not exceed accepted health standard (0.1m R/Hr at a distance of 5 cm from external housing). Relevant certificate from AERB should be attached	
13	operating temperature	0 deg C to 50 deg C.	
14	Storage temperature	0 deg C to 50 deg C.	
15	Humidity	90% non-condensing	

S. No.	Feature	Specification	Compliance (Yes /No)
16	Resolution	The machine should be able to display single un-insulated tinned copper wire of 42-SWG or 38 AWG. All penetration and resolution condition should be met without pressing any functional key and should be online.	
17	Penetration	Penetration should be 28 mm thickness of steel or more.	
18	Continuous Electronic Zoom facility	should be available to magnify the chosen area of an image eight times (8X) or more. Image features shall be keyboard controllable.	
19	Video display	21" or better effective viewing area LCD/LED flat Monitor with 0.25 mm. dot pitch SVGA High resolution, low radiation, flicker free, wide diagonally, resolution at least 1280 x 1024, 24/32bit colour real time processing. All image enhancement controls must be touch-screen activated by the system operator is able to clearly and visibly the details of all images	
20	Multi-energy X-ray imaging facility	The machine should have features of Multi-energy X-ray imaging facility where materials of different atomic number will be displayed in different colours to distinguish between organic and inorganic materials. The machine should give audio and video alarm upon detection of high density organic materials including explosives and narcotics, should have variable colour or materials stripping to facilitate the operator to monitor images for closer scrutiny. All suspicious items (Explosives, High density materials, narcotics, etc.) should be displayed in one mode and that should be on line.	
21	Radiation Safety	The machine must comply with requirements of health and safety regulations with regard to mechanical, electrical and radiation hazards. Before installation of the machine, the supplier/manufacturer should furnish relevant certificate from Atomic Energy Regulatory Board (AERB) of India regarding radiation Safety and complied with all international standards: USFDA, Home Land Security USA and certificate of health & safety at work. The company manufacturing the equipment should have ISO certification for manufacturing and servicing of X-ray Screening machines.	

S. No.	Feature	Specification	Compliance (Yes /No)
22	Food and Film Safety	Guaranteed safety for food. Guaranteed safety for and high-speed films up to ISO1600. The machines should be film safe. In other words photographic films must not be damaged due to x-ray examination.	
23	Machine safety	Machine should be properly sealed from all the sides for pest proof. Dust proof cover is to be provided for covering the system when not in use.	
24	Variable contrast Facility	Facility for variable contrast must be incorporated to allow enhancement lighter and darker portion of the image.	
25	Software enhancement	The machine should be so designed that software enhancement can be easily implemented to take care of technique in image processing and pattern recognition.	
26	Full diagnostic built in test facility	The machine should have software controlled diagnosis report facility and system should give printout if printer is connected.	
27	Password protection	All software features of machine should be online and password protected.	
28	Recalling previous images	Machine should be capable for recalling 15 or more previous images,	
29	Image archiving	It should have the capability of archiving 3000 or more images with date & time stamp.	
30	Secure Housing	Control desk with security housing and locking provision should be available. The operator personal identification number can be entered the keyboard along with generation of log.	
31	Image enhancement	Facility of image enhancement should be available	
32	Image recording facility	The machine should have online recording facility and images can be recorded in CD R/W or/and USB and should be able to view images so recorded on stand-alone PC.	
33	Lead impregnated safety screens	Lead impregnated safety screens should be available at either ends of the tunnel. This should be covered by relevant AERB certificate. Idle rollers to be provided at either ends of the tunnel (input and output) to facilitate placing of baggage.	

S. No.	Feature	Specification	Compliance (Yes /No)
34	Software control feature	All software features should be controlled from key board of machine only. Keyboard function should be user friendly. To enable/disable the software features, system should not be rebooted.	
35	Penetration failure Alarm	If the machine fails to penetrate a particular item then an alarm video and audio (both) should be generated to notify the operator.	
36	Threat image projection (TIP)	The threat image projection (TIP) system software to be incorporated in the X-Ray BIS operation.	
37	Copy of software	Copy of all software including X-Ray Software with recovery CD must be provided.	
38	Operational Training	Operating staff has to be provided training	
39	Operating & service manual	Operating & service manual shall be provided with each machine.	
40	Other Features	a) Edge & variable edge enhancement.	
		b) Inverse Video & automatic image arching	
		c) Set up time not more than 10 minutes.	
		d) Pseudo colour	
		e) Date & Time display	
41	Minimum Computer configuration	CPU: Latest configuration and should be able to deliver the output to meet the specifications mentioned as above with latest reputed brand window and Linux. II. Processor: Core-i5 or better III. Hard Disk : 1TB or better IV. USB Port-8 V. RAM 4 GB or better VI. UPS : Sufficient capacity to take the	
		Printer: System compatible	
		Computer details: make and model No	
		Mouse: Optical	
		Ports: 6 USB Ports (with at least 2 in Front), 1 Serial Port, 1 Parallel port, 1 PS/2 Keyboard and 1 PS2 Mouse Port, audio ports for microphone and headphone in front.	
		CD-R/RW Drive: DVD Writer. Not less than 52 X	
		Networking facility: 10/100/1000 Base T on board integrated Network Port with remote booting facility, remote system installation, remote wake up, QoS of band management using any standard management software.	

S. No.	Feature	Specification	Compliance (Yes /No)
42	Other Computer components	Monitors/Display units – 2nos. (24/32 Bit True Colour) Mouse – 02nos. Keypad – 02nos. Printer – System compatible colour Laser Printer	
43	Other Electrical Components	Required rated Inbuilt / separate / compact UPS with SMF batteries providing backup 15mins. (minimum) with required trolley / covering – 01no Required rated in built / separate Servo Stabilizer – 01 no	
44	Test Bag/Kit	Should be provided with CTP (Test Bag/Kit).	
45	Comprehensive AMC (CAMC)	Should provide Comprehensive Annual AMC for a period of at least 8 years	

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(s) 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 bags 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's with higher and advanced specifications, if any of the technical specifications is out of the range of equipment's manufactured by them.

TESTS TO BE CARRIED OUT

I. SINGLE WIRE RESOLUTION (TEST NO.1)

A set of uninsulated tinned copper wire of size 25 SWG, 30, 35, 38, 40 and 42 SWG are placed on Perspex sheet. The wires are laid out in "S" shaped curves. The wires are placed behind varying thickness of 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 30 mm. with a lead strip to check that the machine is above or below the requirement. The requirement is that the lead is visible beneath 35 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.

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

LIST OF DOCUMENTS TO BE MAINTAINED AT SITE

S. No.	Description of the Document	Remarks
1	Contract Agreement.	Certified true copies of the contracts
2	Drawings	Set of all relevant drawings prepared for the work
3	Work Programme Chart	Showing latest approved item wise progress plan
4	Work instruction / Site order Book	For issue of instructions by Engineer-in-charge or his representative at site in the course of day to day supervision. This book shall be in the form of Triplicate book with machine numbered pages. After recording the instructions, one copy shall be taken by Engineer-in-Charge or his representative, another by the contractor and the third copy shall remain in the book on which the compliance shall be recorded by Contractor after taking required action.
5	Material at site Register	To record the material receipted along with delivery challan and issued on daily basis by the contractor
6	Labor Report and Daily Progress Report	To record the labour and DPR by the contractor
7	Test Reports/ certificates for Materials/ equipments	To maintain record of test reports/ certificates received from manufacturers
8	Progress Review reports	To maintain record of progress
9	File and Register for Extra/Variation Order	To maintain record of extra/ variation items
10	Hindrance register	For recording the details of hindrances, reasons & its clearance with time period jointly signed by the Site Engineer/ Engineer-in-charge representative and the contractor's representative
11	Log Book of defects	To record defects noticed during inspection

After completion of work, the contractor shall submit all the above records/ documents to the Engineer-in-charge of the Bank.

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Section IX

Annexure- I

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

The General Manager (Officer-in-Charge),
Estate Department,
Reserve Bank of India,
Shillong

Madam,

NAME OF WORK: Design, Supply, Installation, Testing and commissioning of X Ray Baggage Scanner System for Bank's Main Office Building at Shillong .

We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the captioned Project, including signing and submission of all documents and providing information / responses to the Reserve Bank of India (RBI), representing us in all matters before RBI, and generally dealing with RBI in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Signature of Mr./ Ms is attested below:

Signature/(s) of the Bidder
Name/(s)
Stamp/Seal of the Bidder

Note:

**Power of Attorney should be properly stamped and notarized
Power of Attorney furnished by Contractor shall be irrevocable.**

UNDERTAKING

(Regarding site visit by the tenderer in order to understand the work)

To,

The General Manager (Officer-in-Charge),
Estate Department,
Reserve Bank of India,
Shillong

Madam,

NAME OF WORK: design, Supply, Installation, Testing and commissioning of X Ray Baggage Scanner System for Bank's Main Office building at Shillong.

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing system, working presently and also the scope of work for the proposed system. We have understood the scope of Defect Liability Period and further under the scope of Comprehensive Annual Maintenance Contract.

Yours faithfully,

()

Authorised signatory

(Name and address of the company with Company Seal)

Date:

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

To,

The General Manager (Officer-in-Charge),
Estate Department,
Reserve Bank of India,
Shillong

Madam,

Subject: Undertaking Letter of M/s _____ for participation in the bid for Design, Supply, installation, testing and commissioning of X-Ray Baggage Scanner systems for the Bank's Main Office Building at Shillong.

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

2. Based on the definitions mentioned in the above referred order and its subsequent revisions regarding the bidder, I / We certify that (Name of the bidder)

- i. is not from a country sharing land border with India, or
- ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed, or
- iii. is from a country sharing land border with India where Government of India has extended lines of credit, or
- iv. is from a country sharing land border with India where Government of India is engaged in developmental projects.

(Strikeout whichever of the above is not applicable).

3. I / We hereby certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that I/we(Name of bidder) will not sub-contract any work to a contractor from such country unless such contractor fulfils all the requirements under the above referred office memorandum / order.

4. I have understood that, if this Undertaking / Declaration / Certificate submitted by us found to be false, Bank shall be free to terminate our tender / Work Order. Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit /

Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the firm

with Rubber Stamp

Date:

Place:

Proforma of undertaking for maintenance confirmation by the Bidder

To,

The General Manager (Officer-in-Charge),
Estate Department,
Reserve Bank of India,
Shillong

Madam,

Design, Supply, installation, testing and commissioning of X-Ray Baggage Scanner systems for the Bank's Main Office Building at Shillong.

We hereby undertake to maintain the (name of the equipment)_____to be installed by us in your Premises satisfactorily, for a period of not less than Seven years, after expiry of the defect liability/warranty period of one year, under Comprehensive Annual maintenance Contract at the quoted rates in tender and terms and conditions as per the contract conditions with a provision for annual price revision on the basis of the relevant RBI indices based formula, as provided in the tender document.

We shall continue to provide all-inclusive service to your satisfaction, by arranging required spares due to technological obsolescence or for any reason etc ourselves, within the rate quoted by us for the all-inclusive maintenance contract for the period accepted as above.

Yours faithfully,

()

Authorised signatory
(Name and address of the company with Company Seal)

Date:

Annexure -V

Proforma For Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this ____ day of ____ two thousand _____ between

(Name of Banker) having its registered office at__ (place) and one of its local offices at (hereinafter referred to as the Surety), and Reserve Bank of India, a Corporation constituted by the Reserve Bank of India Act, 1934, having its BSNL Bhawan, Barik, Shillong - 793001 (hereinafter referred to as the Bank).

WHEREAS _____(Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR_____(INR_____ only) in connection with its Tender for supply, installation, commissioning and testing of X-ray Baggage Scanner system for the Bank's Main office building at Shillong and the specifications and terms and conditions enclosed therein.

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

NOW THIS WITNESSETH:

1. That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR_____(INR_____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.
2. This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.
3. The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the XBIS for Bank's Main Office Building at Shillong. The Banks' decision in this regard shall be final and binding.
4. The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.
5. Notwithstanding anything contained in the foregoing, the Surety's liability

under the guarantee is restricted to INR_(INR_____only).

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

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

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

Branch Manager (Banker's seal)

Annexure -VI

Proforma of Bank Guarantee For Security Deposit

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

No. _____ Date _____

To,

The General Manager (Officer-in-Charge),
Estate Department,
Reserve Bank of India,
Shillong

Madam,

In consideration of your agreeing to accept the security deposit of INR _____ (INR_ only)

_____ furnishable to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for Supply, Installation, Testing & Commissioning of X-ray Baggage Scanner System for Bank's Main Office Building at Shillong as per their Tender dated _____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the

form of guarantee from us in the manner hereinafter contained, we _____ (Name of the Bank) do hereby covenant and agree with you as follows :

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.
2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this

Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a "No Demand Certificate", provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.
4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or

guarantees heretofore given to you by us (whether jointly with others or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.

11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR _____ (INR__only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities thereunder, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of (Banker's Name & Seal)
BRANCH MANAGER
(Banker's Seal)
Address _____

Proforma for Indemnifying the Employer against Patent Rights

(On Non-Judicial Stamp Paper of appropriate value)

To,

The General Manager (Officer-in-Charge),
Estate Department,
Reserve Bank of India,
Shillong

Madam,

Subject: Design, Supply, installation, testing and commissioning of X-Ray Baggage Scanner systems for the Bank's Main Office Building at Shillong.

We, M/s _____ (Name of Contractor) hereby undertake to fully indemnify and keep indemnified the Employer i.e. Reserve Bank of India against any action, claim or proceeding relating to infringement or use of any patent or design or any alleged patent or design rights and shall ourselves pay any royalties, license fees etc. which may be payable in respect of any article or part thereof included in the contract or damages, cost and charges of all and every sort that may be legally incurred in respect thereof.

In the event of any claims made under or action brought against Employer in respect of any such matters as aforesaid, we shall, on being notified thereof, at our own expense, settle any dispute or conduct any litigation that may arise therefrom, provided that we shall not be liable to indemnify the Employer if the infringement of the patent or design or any alleged patent or design right is the direct result of an order passed by the Engineer-in-Charge in this behalf.

Yours faithfully,

For _____

Authorised signatory

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Place:

CURRICULUMVITAE OF KEY STAFF PROPOSED FOR THE PROJECT

(To be filled by the bidder and submitted along with Part – I)

NAME OF WORK: Design, Supply, Installation, Testing and commissioning of X Ray Baggage Scanner System for Bank's Main Office Building at Shillong.

Name of the Staff		
Designation		
Name of the firm presently employed		
Years with the firm		
Proposed position (describe degree of responsibility also)		
Details of task assigned		
Man- Months budgeted for the task assigned		
Key Qualifications (Technical and General)		
Education		
Membership in professional bodies		
Experience and Training (Relevant in the context of task assigned)		
Employment Record		
Name of the Firm	Position Held	Years of Employment

Details of Similar Works (XBIS Systems) Executed During the Last 5 Years

(Works individually costing more _____)

Sr. No.	Name of the firm (Client) with full address and contact numbers/fax etc	Name of work	Value of the work	Completion date	Date of award of work	Remarks (make of OEM for XBIS systems.)

NAME AND ADDRESS OF THE CONTRACTOR:

SIGN & SEAL OF THE CONTRACTOR:

Date:

Annexure- IX

FORMAT FOR CLIENT’S CERTIFICATE REGARDING PERFORMANCE OF THE BIDDER

Name & address of the Client

Details of Works executed by M/s

1. Name of work with brief particulars
2. Agreement No. and Date
3. Agreement Amount
4. Date of commencement of Work
5. Stipulated date of completion
6. Actual date of Completion
7. Detail of compensation levied for Delay (Indicate amount) if any
8. Gross amount of the work completed and paid
9. Name and address of the authority Under whom work executed
10. Whether the contractor employed Qualified Engineer/Overseer during Execution of work?
11. i) Quality of work (indicate grading) Outstanding/Very Good/
Good/Satisfactory/Poor
ii) Amount of work paid on reduced rate if any.
12. i) Did the contractor go for arbitration?
ii) If yes, total amount of claim
iii) Total Amount awarded
13. Comments on the capabilities of the Contractor
 - a) Technical Proficiency Outstanding/Very Good/
Good/Satisfactory/Poor

- | | |
|---------------------------------|--|
| b) Financial soundness | Outstanding/Very Good/
Good/Satisfactory/Poor |
| c) Mobilization of adequate T&P | Outstanding/Very Good/
Good/Satisfactory/Poor |
| d) Mobilization of Manpower | Outstanding/Very Good/
Good/Satisfactory/Poor |
| e) General Behaviour | Outstanding/Very Good/
Good/Satisfactory/Poor |

Note : All Columns should be filled in properly

Reporting officer* with office Seal

*Countersigned

*Officer of the rank of executive engineer or equivalent

FORMAT OF BANKER'S CERTIFICATE

1. Composition of the firm (whether Partnership/private limited/Proprietorship/Public Limited.)
2. Name of the Proprietor / Partners / Directors of the firm.
3. Turnover of the firm for the last 3 financial year (Year Wise).
2022 - 2023
2021 – 2022
2020 – 2021
4. Credit facility / Overdraft Facility enjoyed by the firm
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other Remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for work estimated to cost ₹14.00 Lakhs.

Seal & Signature
For the Bank

Note:

1. Banker's Certificates should be on letter head of the Bank, sealed in cover addressed to the Regional Director, Reserve Bank of India, Estate Department, Shillong.
2. In case of Partnership firm, certificate should include name of all partners as recorded with the Bank

Section-XI

UNPRICED BILL OF QUANTITY

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

Sr. No	Description of items	Qty.	Unit
1	Supply, Installation, testing and commissioning of X-Ray Baggage Scanner System with accessories such as Input and output Roller, Stabilizer, UPS with battery back up PC(s) with monitors, Combined test piece (CTP)/Test Bag/Necessary furniture for PCs & printer etc., as per specification and inclusive of all software updates, two days on-site equipment training. The rate shall be inclusive of all taxes, duties, insurance, transportation etc. as per specification in tender Part-I.	01	set
2	Comprehensive AMC charges in Rupees per annum after completion of defect liability period including all taxes as mentioned at clause 3.15 of tender Part - I	01	set

DATE:

PLACE:

Signature

Name of the CONTRACTOR

SEAL



**Reserve Bank of India
Estate Department
Shillong**

e-Tender for

**Supply, installation, testing and commissioning of 3D (Isometric View) X-Ray
Baggage Scanner System along with Comprehensive AMC for Bank's Office
Building at Shillong**

Part – II (Price Bid)

Name of Tenderer: _____

Address: _____

Contact Details with email ID: _____

Date and time of Pre-bid meeting (offline) : At 11:00 AM on September 12, 2023

Due date and time for Submission of tender : Up to 02:00 PM on September 25, 2023

Date of opening of Part- I of tender : At 03:00 PM. On September 12, 2023

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

**Reserve Bank of India
Estate Department
Shillong**

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

Sr. No	Description of items	Qty.	Unit	Rate (Rs)	Amount (Rs)
1	Supply, Installation, testing and commissioning of X-Ray Baggage Scanner System with accessories such as Input and output Roller, Stabilizer, UPS with battery backup , PC(s) with monitors, Combined test piece (CTP)/Test Bag/Necessary furniture for PCs & printer etc., as per specification and inclusive of all software updates, two days on-site equipment training. The rate shall be inclusive of all taxes, duties, insurance, transportation etc. as per specification in tender Part-I.	01	No.		
	Total				
	GST				
	Capital Cost (A)				
2	Comprehensive AMC charges in Rupees per annum after completion of defect liability period including all taxes as mentioned at clause 3.15 of tender Part - I	01	No.		
	Total				
	GST				
	AMC charges per annum				

Total Cost of Ownership = Capital Cost + 5.6321* AMC Rate

Evaluation of tender as per clause 3.16 of tender Part- I

Place:

Date:

Name of the CONTRACTOR

Signature and SEAL