

**Reserve Bank of India**  
**Estate Department**  
**Jaipur**

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

**Part- I**

Name of the tenderer \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date of Pre Bid Meeting: at 11:00 Hours on -----**

**Date of Submission: at 14:00 Hours on -----**

**Date of Opening Part I: at 15:00 Hours on -----**

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Section (I)

Form of Tender

Place \_\_\_\_\_

Date \_\_\_\_\_

The Regional Director  
Estate Department,  
Reserve Bank of India  
Jaipur

Dear Sir,

Having examined the drawings, 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, I/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, drawings and instructions in writing referred to in articles of agreement, special instructions to the tenderers, general instructions to the tenderers and special conditions, conditions hereinbefore referred to, specifications, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

**MEMORANDUM**

(a)	Description of works	Supply, installation, testing and commissioning of X-Ray Baggage Scanner system for the Bank's Office Building at RBI, Jaipur
(b)	Estimated cost	Rs. 15.00 lakh
(c)	Mode of payment	As per clause 3.30 on page 23 of General Instructions to Contractors and Special Conditions.
(d)	Earnest Money	Rs. 30000/-
(e)	Time allowed for completion of work from tenth day after the date of letter advising acceptance of tender.	03 (three) months
(f)	Security Deposit during Defect Liability Period (DLP)	@ 5% of the contract amount

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 I).
3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill 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 \_\_\_\_\_ 2016.

For and on behalf of M/s \_\_\_\_\_

\_\_\_\_\_  
(Signature with seal)

Name \_\_\_\_\_  
Designation \_\_\_\_\_  
Place \_\_\_\_\_  
Date \_\_\_\_\_

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

Witnesses

(1) Signature with  
name, address and date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(2) Signature with  
name, address and date \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## SECTION (II)

### Draft Articles Of Agreement

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

WHEREAS the Employer is desirous of Supply, installation, testing and commissioning of X-Ray Baggage Scanner System for the Bank's Office Building at RBI, Jaipur and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties hereto.

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

#### NOW IT IS HEREBY AGREED AS FOLLOWS

In consideration of the said Contract Amount to be paid at the times and in the manner set forth in the said Conditions, the Contractor shall upon and subject to the said Conditions execute and complete the work described in the said Specifications and the Schedule of Quantities.

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.

The said Conditions 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.

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

This Contract is neither a fixed Lump sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of the entire design, supply, installation, testing, commissioning and handing over of X-Ray Baggage Scanner system at its offices at Jaipur to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

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

Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from tenth day after the date of issue of formal works order as provided for in the said Conditions whichever is later and to complete the entire work within 03 (three) months subject nevertheless to the extension of time granted by the Bank.

All payments by the Employer under this Contract will be made only at Jaipur.

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

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

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

Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India,

\*

\_\_\_\_\_  
(Name and Designation)

In the presence of -

Witnesses -

1. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

If the party is a  
partnership firm  
or individual

SIGNED AND DELIVERED BY \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

In the presence of witnesses:

1. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

THE COMMON SEAL OF \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

In the presence of -

Witness -

1. \_\_\_\_\_

2. \_\_\_\_\_

If the Contractor  
signs under common

Directors who have signed these  
presents in token thereof in the

seal, the signature clause should tally with the sealing clause in the articles of association.

presence of -

1. \_\_\_\_\_

2. \_\_\_\_\_

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

SIGNED AND DELIVERED BY -  
the Contractor by the hand of  
Shri \_\_\_\_\_

\_\_\_\_\_ and duly constituted attorney.



Reserve Bank of India  
Estate Department  
Jaipur

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

**Section (III):**

**GENERAL INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS**

3.1 Sealed tenders in two parts (in duplicate) are invited for X-Ray Baggage Scanner System for Bank's office building at Jaipur. The work is estimated to cost **Rs. 15.00 lakh** and is to be completed within **03 months**.

**Eligibility Criteria:**

Only those contractors who fulfill the following criteria will be considered eligible to participate:

- (i) **Minimum 5 years of experience** in the field of undertaking similar works viz SITC of X-Ray Baggage Scanner System for large office buildings / commercial Estate / industrial houses (as on December, 2016)

**And**

- (ii) **Have executed successfully similar works** on or after December, 2011 individually costing as under:

- a) Three works each costing not less than **40 % of the estimated cost**  
OR  
b) Two works each costing not less than **50 % of the estimated cost**  
OR  
c) One work costing not less than **80 % of the estimated cost**,

**And**

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

**And**

- (v) Have a **service set up in Jaipur** for rendering after sales service. (The Proof of Service setup at Jaipur such as **Electricity bill/Telephone bill/ Rent Agreement** is to be enclosed) in Part- I of the tender.

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

3.2 The tenders for the above work in two parts i.e. Part-I containing technical specifications of equipment, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items stated in figures and words and amounts in figures shall be submitted, both in duplicate and in separate sealed covers addressed to The Regional Director, Reserve Bank of India, Estate Department, Jaipur so as to reach him not later than 14:00 hrs. on \_\_\_\_\_. Part-I of the tenders will be opened on the same day at 15:00 hrs. All the envelopes shall be super-scribed "Tenders for supply, installation, testing and commissioning of X-Ray Baggage Scanner System for the Bank's Office Building at RBI, Jaipur (Part-I /Part-II)". **Part-II of the tenders will be opened on a subsequent date under intimation to all the tenderers.** Tenderers are advised to use only the forms supplied by the Bank and not to use any other forms on their own letterhead or otherwise for furnishing any information/rates/amount etc. All the information called for shall be complete in all respects. Information furnished on sheets other than those supplied may not be considered. However the firms can enclose only the relevant catalogues/leaflets/brochures of the manufacturers of the equipment offered. No enclosure is permitted in Part II of the tender. Incomplete tenders or tenders not complying with the requirement are liable for rejection.

If the intending tenderer feels that any of the terms and conditions of the tender documents are not acceptable to them or they feel that additional terms and conditions are required to be incorporated, they may indicate these conditions or additional or amended conditions only in separate sealed cover (duplicate). All other terms and conditions on which there are no observations by the intending tenderers shall be constructed as acceptable to the tenderer.

- (a) Part-II of the Tender, containing only rates of items and amount stated in figures and words will be opened on a subsequent date to be intimated to all the Tenderers.
- (b) Tenders shall remain open to acceptance by the Bank for a period of **three (3)** months from the date of opening Part-I of the Tender which period may be extended by mutual agreement and the Tenderer shall not cancel or withdraw the Tender during this period.
- (c) The Tenderers must use only the forms issued by the Bank to fill in the rates.
- (d) The Tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the tender may be considered invalid by the Bank in its discretion.
- (e) Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the tender void at the Bank's

option. No advice of any change in rate or conditions after the opening of Part II of the tender will be entertained.

- (f) Each of the tender documents should be signed by the person or persons submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of Contract, Specifications, Special Conditions etc. as laid down. Any tender with any of the documents not signed will be rejected.
- (g) The Tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract, otherwise the tender may be rejected by the bank.
- (h) The Reserve Bank of India does not bind itself to accept the lowest or any tender and reserve to itself to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.

### 3.3 **Pre-Bid Meeting**

(a) A pre-tender briefing **meeting of the eligible tenderers will be held at 11:00 Hrs on \_\_\_\_\_ in Estate Department**, Main Office Building, RBI Jaipur 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 to The Regional Director, Reserve Bank of India, Third floor, Estate Department, Main Office Building, Near BSNL Building Sector 17, Jaipur by the eligible tenderers on or before **17:00 Hrs on \_\_\_\_\_**.

**(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.

### **EMD & Bank Guarantees To Be Submitted By The Tenderers**

- 3.4 Intending tenderers shall pay as earnest money a sum of Rs.30,000/- by way of a demand draft drawn on scheduled bank payable to Reserve Bank of India, Jaipur. Alternatively, the tenderer may also furnish an irrevocable Bank Guarantee from any scheduled bank for an equivalent amount towards EMD in the Proforma enclosed. A tender which is not accompanied by a demand draft

or Bank Guarantee towards earnest money will not be considered. The earnest money will be returned to the tenderer if his tender is not accepted but without any interest.

- 3.5 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof the successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.
- 3.6 As security for due fulfillment of the terms and the obligation of the DLP and thereafter service contract for entire life cycle of the equipment, the successful tenderer shall furnish a Bank Guarantee initially valid for a period of 03 year after handing over, in a form acceptable to the Bank for a sum equivalent to 20% of the contract value before the claim for balance 20 % and installation, testing, commissioning payment is submitted (Please see Clause 3.30 below). The amount of the bank guarantee will be reduced to 10 % of the contract value after completion of 03 years and valid up to further 07 years i.e. entire life of the equipment. The Renewal Bank Guarantee should be submitted at least thirty days in advance before expiry of above referred BG of 20 % amount, in case of failure on the part of firm to submit the 10 % BG, initial 20 % BG will be invoked without any notice to the firm.
- 3.7 All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the contractor shall, unless such deposit becomes otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
- 3.8 The tenderers shall furnish full details of all such similar works carried out by them during the last 05 years, as per the Performa included in this tender. The Bank will inspect one or all the works and satisfy itself about the performance of the installed equipment including the quality and reliability of the service rendered before opening Part II of the tenders. Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason thereof.
- 3.9 The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer.
- 3.10 The rates quoted shall be firm and shall not be subjected to variations in exchange rate, rate of taxes, duties, levies or variation in labour rates. The rates shall be quoted for complete work, i.e. supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumable, labour, transport, insurance for transit, storage as also workmen compensation & 3rd party liability policies, erection etc except service tax at the specified site till the work is finally handed over to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Similarly no import license will be issued by the Bank. Equipment,

if required to be imported shall be arranged to be imported against the contractors own import license. All payments will be made at Jaipur and will be in Indian rupees only. The tenderers are advised **to include the service tax** in the quoted amount.

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

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

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

#### 3.14. **Evaluation of tenders:**

- Tenders will be evaluated on the basis of capital cost of the system, and taking into account the effect of rates quoted for comprehensive service contract for a period of 09 years after the expiry of one year of defect liability / guarantee period.
- Tendered offers shall be evaluated on the basis of the **Net Present Value (NPV)** of owning the X- Ray Baggage Scanner System having 10 years of useful service life. The said NPV shall comprise:

(a)	Cost of X- Ray Baggage Scanner Systems	Say (A)
(b)	NPV of comprehensive annual maintenance Service contract charges for the period of 9 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 9 years after (1 year guarantee period) shall be 6.971.</i>	Say (B)

	<p>Note:</p> <p>(i) AMC amount for calculating the NPV shall be taken as quoted in the Part II of the tender</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>	
(c)	NPV of Owning the X- Ray Baggage Scanner System for 10 years of useful service life shall be worked out as $\{(A) + (B) \times MF\}$	Say (c)
(d)	The work will be awarded for the lowest value of (c) above.	

**(C)Total Cost of Ownership = Capital Cost + 6.971\*AMC Rate**

3.15 The equipment supplied shall be guaranteed against all types of defects for at least a period of one year from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer free of cost. During this period, servicing at not less than FOUR servicing and attending to ANY NUMBER of breakdown calls, as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service center. The tenderers shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guarantee period as per the scope indicated in section (III) clause 3.15 of Part I. This rate for the service contract shall be valid for a period of 3 years after expiry of guarantee period and payment shall be made on half yearly basis on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station. This being a emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		Rectification time	Penalty
(a)	Any defects resulting in total failure of the system	24 hours	Rs.2500/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	Rs.500/- per day

The tenderers shall indicate details such as the service centre from which the proposed systems at Jaipur will be serviced, the staff strength at that centre and the availability of spares for the system at that centre. This service contract shall be renewed for an additional period of at least 6 years after the initial contract period valid till the end of four years (one year defect liability period

and the three years initial contract period). While renewing the contract 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 The tenderer should impart training to the Bank's staff for a period not less than one week on the system before handing over of the system without any charge to the Bank.

### 3.17 Insurance

The contractor shall take all insurances at his cost to cover all kinds of risks from the date of scheduled commencement of works till handing over the X ray baggage, in the joint names of the Bank, the Bank's name being the first and the contractor before commencement of work and it shall cover the following risks:

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

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

whole and the individual components shall also be enclosed. The successful tenderer, on completion of the work, shall furnish three sets of schematic and layout drawings and maintenance manuals.

- 3.19 Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the 10<sup>th</sup> day after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 4.27 of the Conditions of Contract. The tenderer shall before commencing work prepare a detailed work programme which shall be approved by the Bank's Engineer.
- 3.20. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
- 3.21. The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Architect with the prior consent in writing of the Employer.
- 3.22. The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
- 3.23. The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications made by the Architects and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.
- 3.24 Before dispatching the equipment to site, the equipment may be inspected by the Bank's Engineer at the manufacturer's site and then cleared for shipment. The contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured/executed in accordance with specifications laid down in the particular specifications attached to this tender documents. The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make



arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

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

- 3.25 Cost of Inspection:- The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.
- 3.26 Method of Testing :- The Bank's Engineer shall have the right to put all the equipment and materials forming part of the same or any part thereof to such tests as he may think fit and proper. The contractor shall not be entitled to object on any ground whatsoever to the method of testing adopted by the banks engineer.
- 3.27 Inspector Authority to certify performance: - The Bank's Engineer shall have the power:
- a) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;
  - b) To reject any equipment or parts submitted as not being in accordance with the specification;
  - c) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
  - d) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.
- 3.28 Consequence of rejection: If on the equipment or the equipment or its part thereof, being rejected by the Bank's Engineer the contractor fails to make satisfactory supplies or rectify the faulty work thus executed within the stipulated period of delivery/completion period, the Bank shall be at liberty to:
- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
  - ii) Purchase/execute or authorise the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or

- iii) Cancel the contract and purchase/execute or authorise the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause apply as far as applicable.
- 3.29 Bank's Engineer decision as to rejection final : - The Bank's Engineer 's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.
- 3.30 The following terms of payment shall be applicable to this contract:**
- **60 % of the quoted supply rate pro-rata against delivery of materials after checking at site,**
  - **20 % of the quoted rate on completion of erection, testing, commissioning and handing over the system.**
  - **20 % of the quoted rates on submission of the Bank Guarantee equal to 20 % of the contract value valid for 03 years.**
- 3.31 Time is the essence of the contract. The entire work shall be completed within **3(Three)** months from the 10th day of letter of acceptance failing which liquidated damages at a rate of 0.25% per week of delay beyond the stipulated period with an upper ceiling of 10% of the contract amount, will be levied. The successful tenderer shall submit a Bar Chart programme for completion of supply, erection & commissioning of the various components & sub-assemblies.
- 3.32 The successful tenderer shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.
- 3.33 The payment for the system will be made by Jaipur Office to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of Jaipur.
- 3.34 The tenderer shall furnish the name and address of the Bankers with whom they normally Bank. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.
- 3.35 The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.
- 3.36 The Contractor shall strictly comply with the provision of safety code annexed hereto.

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

Place:

Signature of Tenderer

Date:

Name

Designation

Name of firm

SEAL

## **SAFETY CODE**

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

## **SECTION (IV)**

### **Conditions of contract - commercial**

THE CONDITIONS HEREINBEFORE REFERRED TO

#### **4.1** Interpretation Clause

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

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

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

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

## **4.2 Scope of Contract**

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

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

- (b) Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawings and/or Specifications.
- (c) The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- (d) The removal and/or re-execution of any works executed by the Contractors.
- (e) The dismissal from the works of any persons employed thereupon.
- (f) The opening up for inspection of any work covered up.
- (g) The amending and making good of any defects under clause 4.19 hereof.

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

### **4.3 Variations to be approved by Employer**

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

### **4.4 Drawings, Schedule of Quantities and Agreement**

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

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

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

Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications he shall immediately and in writing refer the same to the Bank's Engineer who shall decide which is to be followed.

#### **4.6 Authorities, Notices and Patents**

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

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

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

#### **4.7 Setting out of Works**

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

#### **4.8 Materials & Workmanship to conform to Descriptions**

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



#### **4.9 Contractor's Superintendence & Representative on the works**

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

#### **4.10 Dismissal of Workmen**

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

#### **4.11 Access to Works**

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

#### **4.12 Assignment and Sub-letting**

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

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

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

#### **4.13 Schedule of Quantities**

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

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

#### **4.14 Sufficiency of Schedule of Quantities**

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

#### **4.15 Measurement of Works**

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

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

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

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

#### **4.16 Prices for extras etc. - Ascertainment of**

**4.16.1** The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer with the approval of the Employer add to, omit from, or vary

the works shown upon the drawings, or described in the Specification, or included in the Schedule of Quantities, but the Contractor shall make no additions, omissions or variation without such authorisation or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by him in writing within seven days, be deemed to have been given in writing.

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

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

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

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

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

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

#### **4.18 Removal of Improper Works**

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

#### **4.19 Defects after Virtual Completion**

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

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

#### **4.20 Certificate of Virtual Completion & Guarantee Period**

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

#### **4.21 Nominated Sub-Contractors**

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

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

- (a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this Contract.
- (b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated Sub- Contractor within fourteen days of his receipt of the Bank's Engineer's certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank's Engineer proof that all nominated Sub Contractor's accounts included in previous Certificates have been duly discharged; in default whereof the Employer may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privity of Contract as between Employer and Sub-Contractor.

#### **4.22 Other Persons Employed by Employer**

**4.22.1** The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work except by

special arrangements with the employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to, or occasioned by, such work.

#### **4.23 Insurance in respect of Damage to Person & Property**

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

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

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

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

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

1. Transit, storage, erection, testing and commissioning policy.  
(C.A.R. Policy) for the total amount of contract.
2. Workmen compensation policy.
3. Third party liability policy with the limits as under.
  - (a) Rs 10,00,000/- for a year and
  - (b) Rs 2,00,000/- per occurrence.

**(The insurance should be in joint name of the Bank and the firm the Bank's name being the first)**

#### **4.24 Date of Commencement & Completion**

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

#### **4.25 Damage for Non-completion**

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

#### **4.26 Delay & Extension of Time**

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

building trades or (g) in consequence of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he shall have specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of Contractor or (i) in the event, the value of the work exceeds the value of the Priced Schedule of Quantities owing to variation, the Bank's Engineer may with the previous approval in writing of the Employer make a fair and reasonable extension of time for completion of the Contract works; in case of such strike or lock-out the Contractor shall, as soon as may be given written notice thereof to the Bank's Engineer, but the Contractor shall nevertheless constantly use his endeavor to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with work.

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

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

#### **4.28 Termination of Contract by the Employer**

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

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

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

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

- i) has abandoned the Contract, or
- ii) has failed to commence the works, or has without any lawful excuse under these Conditions suspended the progress of the works for fourteen days after receiving from the Bank's Engineer notice to proceed, or



- iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or
- iv) has failed to remove material from the site or to pull down and replace work for seven days after receiving from the Bank written notice that the said materials or works were condemned and rejected by the Bank's Engineer under these conditions, or has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

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

#### **4.29 Termination of Contract by Contractor**

**4.29.1** If payment of the amount payable by the Employer under certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Bank's Engineer or the Employer or by any injunction or other order of any Court of Law, then and in

any of the said cases, the Contractor shall be at liberty to determine the Contract by notice in writing to the Employer, through the Bank's Engineer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

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

#### **4.30 Certificate & Payments**

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

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

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

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

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

#### **4.31 Delayed Payment**

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

#### **4.32 Matters to be finally determined by Bank's Engineer**

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

#### **4.33 Settlement of Dispute by Arbitration**

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

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

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

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

#### **4.34** Right of Technical Scrutiny of Final Bill

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

#### **4.35** Employer Entitled to Recover Compensation Paid to Workmen

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

#### **4.36** Abandonment of Works

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

#### **4.37 Return of Surplus Materials**

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

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

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

#### **4.39 Testing**

**4.39.1** The x ray baggage shall be tested jointly with the contractor/ vendor representative in the factory before dispatch to the site (I.e at Jaipur)

#### **4.40 Work at Site**

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

**4.402** The Sexual Harassment of Women at Work Place: The contractor shall comply with the provision of the “**Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal Act, 2013)**” in case of any complaint.

Place:

Signature of Tenderer

Date:

Name

Designation

Name of firm

SEAL

## **Section- V**

### **Technical Specification**

#### 1. X-Ray Baggage Scanner System having

- |                               |   |
|-------------------------------|---|
| (i) Tunnel size (approximate) | : 600 mm (W), 400 mm (H) OR nearby<br>Higher size, for screening of hand<br>baggage/Briefcases. |
| (ii) Resolution               | : 42 SWG /38AWG   |
| (iii) Penetration thickness   | : Minimum 28 mm. guaranteed   |
| (iv) Conveyor speed (approx)  | : 0.2 m/sec.  |
| (v) Carrying capacity (min)   | : 150kg. Distributed load.  |
| (vi) Power supply<br>AC,      | : Suitable to operate on 220Volts+/- 10%<br>50 Hz +/- 3%  |

#### Regulatory approvals

A copy of the necessary regulatory approvals such as the approval from Atomic Energy Regulatory board, Government of India & any other required approvals shall (health and safety) be submitted along with Part-I of the tender

#### 2. Image processing - The system shall consist of

- |                         |  |
|-------------------------|--|
| i. Digital Video Memory | : minimum 32 MB  |
| ii. Grey levels         | : Around 4096 stored.  |
| iii. Video Display      | : 1. 1280 X 1024, 24 bit, low radiation,<br>ergonomic, flicker free 21" color LCD<br>Monitor.<br><br>2. Monitor with a lockable or inbuilt box for<br>housing the monitor with standard<br>material of high grade quality. |
| iv. Variable Zoom       | : X 8 up to 64 X step & step less Zoom   |

3. Computer Specification (minimum) :
 

Monitor	: 2 (21 inch)
Operating system	window
Processor:	(Intel core i5)
System Memory:	: 3 GB (MIN) Ram
Display:	: 24 Bit True Color
Hard Disk	: minimum 1 TB
DVD writer	: 52 X (I no.)
USB port	: 4 nos.
Mouse	2
Key board	2
4. The system shall also have multi energy system with four color palette for material discrimination high, low, medium penetration.
5. Edge enhancement
  - i. Inverse video
  - ii. Black and white image
  - iii. Pseudo colour
  - iv. Bi-direction/scanning
  - v. NARC Scan
6. Enhanced performance X-Ray - The feature assists operators in identifying substances having specific characteristics of explosive or narcotics, enabling rapid and consistent detection capability, gold or currency may also be identified using EPX
7. Radiation Safety: Should comply with all applicable international radiation & health Regulations and Govt of India guidelines.
- 8 The system will have certification from CE/ UL
- 9 Threat Image Projection (TIP)
6. International Accredited Certificates
7. Provision of CTP (test bag kit ) , minimum 1 no

**General :**

TIP Software facility shall be incorporated in the offered X-ray machines to assist supervisors in testing the operator alertness and training X-ray screeners to improve their ability in identifying specific threat object. The system will create a threat object and the same will be superimposed on monitor screen while a bag is being screened. To acknowledge that the operator has seen the false object, operator must press the control Panel key that will cause the computer generated threat object to disappear from x-rayed bag image on the VDU screen. Each

operator's action shall be recorded in the hard disc of the computer for the auditing purpose by the supervisor or other authorised person.

### **Design of the system**

a) TIP software should be compatible with other X-Ray technologies such as automatic reject unit, Dual X-ray screen technologies, automatic threat recognition system, etc. All x-ray image functions must be available at the same time along with the TIP.

#### **b) Image Library**

- i) The TIP facility should have an image library containing at least 100 explosive devices, 100 knives and 100 fire arms in various sizes, shapes, locations & orientations. However, the system shall have facility to expand the library to incorporate additional images by user without assistance of the manufacturer.
- ii) The image library should contain images of threats at different orientations – both plane and end-on orientation should be used. Although these will be assigned different file names and references, it must be possible to cross-reference these as the same threat. All threat Image Projection images must be realistic, representative and non-distinguishable from real threat items.

#### **c) Time Interval**

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

#### **d) System Administration**

- i) The threat image projection facility shall have details of user data-base such as name of the office, Screener name, designation, user ID number, level of access such as Screener, Administrator, Maintenance & Password, etc.
- ii) Access to start-up Menu should be restricted only to the authorised individuals. A log-in procedure by means of 'Password' or 'Security key' could achieve restricted access to each of the comment. The log-in procedure should not take longer than 20 seconds. The system should have facility to bypass the TIP facility, if programmed so by the System Administrator. It is to be ensured that the TIP software shall not be hindrance to normal functioning of X-ray Machines.



- iii) When the operator logs-in or logs-out, message should be displayed on XBIS VDU Screen to confirm that he / she has been correctly logged-in or logged out.

**e) Feed Back / Report**

- i) The Threat Image Projection should be capable of giving feed back “HIT, MISS or FALSE ALARM” message. No message will be presented if a screener correctly passed a clear bag.
- ii) A “HIT” message to be presented when a screener has correctly identified a Threat Image Projection image. A “MISS” message shall be presented when screener fails to identify the Threat Image Projection Image. A “False Alarm” message shall be given when screener incorrectly indicate that Threat Image Projection image is present when in fact no Threat Image Projection is present. The feed back 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 / out come i.e. MISS, HIT or False alarm in %age as well in absolute numbers, number of bas screened, categories such as explosive devices knife or weapon, etc.
- vi) As a standard practice, daily / weekly / monthly report shall be retrieved. Report shall be for any given time and period, as per command.
- vii) All data should be stored on the system for a minimum of two months after it has been downloaded. No individual, regardless of access rights to the Threat Image Projection components would delete or amend any of Threat Image Projection data or time i.e. Threat Image Projection data on the actual X-ray machine will be read only file.

Note:-

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

Signature of the vendor with seal

## **TESTS TO BE CARRIED OUT**

### **I. SINGLE WIRE RESOLUTION (TEST NO.1)**

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

### **II. USEFUL PENETRATION (TEST NO.2)**

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

### **III. MULTI ENERGY X-RAY (TEST No.3)**

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

### **IV. SIMPLE PENETRATION (TEST No.4)**

This test defines what thickness of steel the machine should be able to penetrate. The steel step wedge on the CTP has steps of 2 mm. from 16 mm. to 30 mm. with a lead strip to check that the machine is above or below the requirement. The requirement is that the lead is visible beneath 28 mm. steel. A tick in log sheet will indicate where a difference between the lead strip and the step wedge is visible.

### **V. SPATIAL RESOLUTION (TEST NO.5)**

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

## Section-VI

Details of Technical parameters  
(To be furnished by tenderers)

Sr. No.	Particulars		To be furnished by the tenderers	
1.	Make and Model No.			
2.	X-Ray Generator			
	i.	Cooling(hermitically sealed oil bath )		
	ii.	Anode Voltage(140 kv)		
	iii.	Beam divergence		
	iv.	Direction of X-Rays(diagonal )		
	v.	Duty Cycle		
	vi.	Penetration in steel-(28 mm guaranteed )		
3.	Image processing			
	i.	Sensor		
	ii.	Video Memory		
	iii.	Grey Levels		
	iv.	Display		
4.	General			
	i.	Conveyor Speed		
	ii.	Resolution		
	iii.	Carrying capacity		
	iv.	Power supply		
5.	Display monitor			
	i.	No. of B/W monitor		
	ii.	No. of color monitor		
	iii.	Make, size, resolution		
6.	Tunnel size			
	(a)	Width (600 mm)		
	(b)	Height(400 mm)		
	(c)	Length(1100 mm)		
7.	Loading platform			
		Width	Length	
8.	Delivery platform			
		Width	Length	
9.	Overall dimensions			
		Width	Length	
10.	Software capabilities			
	Zoom			

11	Computer details		
	Make and Model No.		
	(i)	Processor	
	(ii)	System Memory	
	(iii)	Display	
	(iv)	Hard Disk capacity	
	(v)	CD Drive	
	(vi)	VGA Card	
	(vii)	RAM	
	Viii	Emergency stop switch	

Signature of the vendor

## **Section-VII**

### **Check List**

#### **PART I**

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

### **COMMERCIAL CONDITIONS**

Sr. No.	Description	Bank's Terms		Tenderers terms and acceptance of Bank's terms(yes/no)
1.	Validity	3 months		
2.	EMD	Rs. 30,000/- by DD/BG		
3.	Terms of payment	(a)	60% of the quoted supply rate pro-rata against delivery of materials after checking at site.	
		(b)	20% of the quoted on completion of testing, commissioning and handing over the system	
		(c)	Balance 20 % on submission of the Bank Guarantee of equal amount valid for 03 years	
4.	a. Prices	Firm, inclusive of all taxes, duties, services taxes insurance, levies during the contract period.		
5.	Guarantee period	12 months from date of handing over.		
6.	Service after sales	Free of cost during the guarantee period.		
7.	Completion period	3 months from 10th day of letter of award of work.		
8.	Liquidated damages	0.25% of the contract amount per week of delay subject to maximum of 10% of the contract value.		
9.	(a)	Time allowed for rectification	Maximum 24 Hours/72 hours depending upon type of defect as per clause 3.15 of Part I.	

	(b)	Penalty for delay in providing service	Rs. 2500/- per day, if system defect not rectified within 24 hours on receipt of complaint and Rs.500/- per day if individual equipment defect not rectified within 72 hours	
10.		<b>Service facility</b>	<b>Shall be available at the Jaipur , where the system is installed and shall be approachable on telephone/page/mobile.</b>	
11.		Committed period for system maintenance	At least 10 years from the date of handing over of the installation.	

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

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

Signature of Tenderer

Place:

Date:

**Note:-**

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

**Appendix Hereinbefore Referred To**

1.	Defects Liability Period	Twelve months from the date of Virtual Completion Certificate
2.	Period of Final Measurement	3 months
3.	Date of Commencement	10 <sup>th</sup> 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	Rs. 8.00 lakh
7.	Period for honouring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum



## **Annexure -I**

### **Proforma Of Bank Guarantee**

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

Place  
Date

Dear Sir,

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

#### **WHEREAS**

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

1. It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as Earnest Money Deposit.
2. M/s \_\_\_\_\_, (hereinafter called as tenderer), who are our constituents intend to submit their tender for the said work and have requested us to furnish guarantee to the Employer in respect of the said sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

#### **NOW THIS GUARANTEE WITNESSETH**

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

2. We also agree to undertake to and confirm that the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the Reserve Bank of India on receipt of a notice in writing stating the amount is due to them and we shall not ask for any further proof or evidence and the notice from the Reserve Bank of India shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the Reserve Bank of India within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the Reserve Bank of India under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the Tenderer.

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

We hereby further agree that –

- a) Any forbearance or commission on the part of the Reserve Bank of India in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the Reserve Bank of India to the Tenderer or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
- b) Our liability under these presents shall not exceed the sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ only)
- c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents in tendering for the said work or their obligations there under or by dissolution or change in the constitution of our said constituents.
- d) This guarantee shall remain in force upto \_\_\_\_\_ provided that if so desired by the Reserve Bank of India, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein
- e) Our liability under this presents will terminate unless these presents are renewed as provided hereinabove on the \_\_\_\_\_ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the Reserve Bank of India alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within six months from that date or any extended period, all the rights of the Reserve Bank of India against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours' faithfully,

For and on behalf of

\_\_\_\_\_ Bank.

Authorized official.

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

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 Regional Director  
Estate Department  
Reserve Bank of India  
Jaipur  
160017

Dear Sir

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 **Design, Supply, installation, testing, commissioning of X Ray baggage Scanner System For The Bank's Main Office Building at Jaipur** as per their Tender No. \_\_\_\_ 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 No. \_\_\_\_

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 the request of  
M/s \_\_\_\_\_ till such time as may be mutually decided by you and  
M/s \_\_\_\_\_.
5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR \_\_\_\_\_ (INR \_\_\_\_\_ only) as aforesaid.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.
9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other

- guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will enure 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 \_\_\_\_\_

## Annexure -III

### 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 Details of compensation levied for delay(indicate amount) if any
- 8 Gross amount of the work completed and paid
- 9 Name and address of the authority under whom works executed
- 10 Whether the contractor employed qualified Engineer/Overseer during execution of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/  
Good/Satisfactory/poor
- ii) Amt. of work paid on reduced rates, if any.
- 12 i) Did the contractor go for arbitration?
- ii) If yes, total amount of claim
- iii) Total amount awarded
- 13 Comments on the capabilities of the contractor.
  - a) Technical proficiency Outstanding/Very Good/  
Good/Satisfactory/poor
  - b) Financial soundness Outstanding/Very Good/  
Good/Satisfactory/poor
  - c) Mobilization of adequate T&P Outstanding/Very Good/  
Good/Satisfactory/poor
  - d) Mobilization of manpower Outstanding/Very Good/

e) General behavior

Good/Satisfactory/poor  
Outstanding/Very Good/  
Good/Satisfactory/poor

Note : All columns should be filled in properly

Signature

Officer in the rank of executive  
engineer or equivalent



**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK**

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 years (year wise).
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs.15.00Lakhs.

(Signature)

For the Bank

Note:

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to the authority.
2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**Necessary leaflets and brochure to be enclosed mentioning the product model, brand specification etc.**

**Reserve Bank of India**  
**Estate Department**  
**Jaipur**

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

**Part II**

Name of the tenderer \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Due Date of Submission at 14:00 Hrs on -----

**Note:**

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

**PART II**

**PRICE BID**

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

<b>Sr. No</b>	<b>Description of items</b>	<b>Qty.</b>	<b>Rate (Rs)</b>	<b>Amount (Rs)</b>
<b>1</b>	Supply, installation, testing and commissioning of the of X-Ray Baggage Scanner System with accessories such as Input, output Roller, Stabilizer e. t .c as per specification in part 1.(including operational training to the security personnel at site)	01		
	<b>Amount in words</b>			
<b>2</b>	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		

**Amount in words =**

**DATE:**

**PLACE:**

**Signature of  
tenderer with seal**