



Reserve Bank of India
Human Resource Management Department
Aizawl

NOTICE INVITING TENDER

Reserve Bank of India invites E-Tender for Supply, Installation, Testing and Commissioning of two Multi-zone (9 Zone) Door Frame Metal Detectors for Bank's Office Building at RBI, Aizawl. The tendering would be done through the e-Tendering portal of MSTC Ltd (<https://mstcecommerce.com/eprocn/>). The Schedule of e-Tender is as follows:

SCHEDULE OF TENDER (SOT)

a. e-Tender Name	Supply, Installation, Testing and Commissioning of two Multi-zone (9 Zone) Door Frame Metal Detectors for Bank's Office Building at RBI, Aizawl
b. e-Tender no	RBI/AIZAWL/HRMD/6/25-26/ET/578
c. Estimated Cost	₹7.70 lakh (Including GST)
d. Mode of Tender	e-Procurement System Online Part I - Techno-Commercial Bid and Part II - Price Bid through (www.mstcecommerce.com/eprocn/)
e. Date of NIT available to parties to download	4:00 PM onwards on October 27, 2025
f. Pre-Bid meeting (offline)	12:00 PM onwards on November 24, 2025 at Conference Room, RBI Aizawl. (It is advisable for the bidder to attend the Pre-bid meeting. All the queries and clarification shall be cleared during Pre-bid meeting. Reply of any queries or clarification shall not be communicated through email or letter. Before attending the Prebid and quoting the rate the vendor may visit the site and understand the nature of work in details)
g. Date & time of uploading the outcome of pre-bid meeting on RBI website in the form of addendum, corrigendum, etc.	November 25, 2025
h. Earnest Money Deposit	₹15,400/- should be submitted through NEFT/ BG to A/C No- 186003001 IFSC – RBIS0AZPA01 (Fifth and tenth digits in IFS

	code are zero) before 2:00 PM on December 05, 2025 The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit.
i. Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprocn/	4:00 PM onwards on October 27, 2025
j. Last date of submission of EMD	December 05, 2025 up to 2:00 PM
k. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid	December 05, 2025 up to 2:00 PM
l. Date & time of Opening of Part I of e-Tender	December 05, 2025 at 3:00 PM
m. Date & Time of opening of Part-II (Financial Bid)	Opening of Financial Bid shall be intimated separately.
n. Transaction Fee	To be paid through MSTC Payment Gateway/ NEFT/ RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their candidature.

The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender and reserves the right to reject all the tenders without assigning any reason therefor.

Amendment/ corrigendum to the tender, if any, issued in future will only be notified on the RBI website as given above.

**General Manager & Officer-in-Charge
Reserve Bank of India, Aizawl**



भारतीय रिज़र्व बैंक | RESERVE BANK OF INDIA
मानव संसाधन प्रबंधन विभाग
HUMAN RESOURCES MANAGEMENT DEPARTMENT
आइजोल | AIZAWL

ई-निविदा आमंत्रण सूचना (एनआईटी) | NOTICE INVITING e-TENDER (NIT)
(केवल ई-खरीद के माध्यम से) | (Only through e-procurement)

आरबीआई, आइजोल में बैंक के कार्यालय भवन के लिए दो मल्टी-जोन (9 जोन) डोर फ्रेम मेटल डिटेक्टर के आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए ई-निविदा

E-Tender for Supply, Installation, Testing and Commissioning of two nos. of Multi-zone (9 Zone) Door Frame Metal Detectors for Bank's Office Building at RBI, Aizawl

भारतीय रिज़र्व बैंक, आइजोल स्थित भारतीय रिज़र्व बैंक कार्यालय भवन के लिए दो मल्टी-जोन डोर फ्रेम मेटल डिटेक्टर (DFMD) के आपूर्ति, स्थापना, परीक्षण और कमीशनिंग हेतु ई-निविदा आमंत्रित करता है। निविदा एमएसटीसी लिमिटेड के ई-निविदा पोर्टल (<http://mstcecommerce.com/eproc>) के माध्यम से की जाएगी। सभी इच्छुक कंपनियों/एजेंसियों/फर्मों को निविदा प्रक्रिया में भाग लेने के लिए उपर्युक्त वेबसाइट के माध्यम से एमएसटीसी लिमिटेड के साथ अपना पंजीकरण कराना होगा।

Reserve Bank of India invites E-Tender for Supply, installation, Testing and Commissioning of two nos. of Multi-zone (9 Zone) Door Frame Metal Detectors for Bank's Office Building at RBI, Aizawl. The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eproc>). All interested companies/agencies/firms must register themselves with MSTC Ltd through the above-mentioned website to participate in the tendering process.

नोट: कृपया यह भी ध्यान रखें कि आगे का परिशिष्ट/शुद्धिपत्र केवल आरबीआई वेबसाइट पर ही प्रकाशित किया जाएगा।

Note: Please also note that further Addendum/ Corrigendum will only be published on RBI website.

Place: Aizawl
Date: October 27, 2025

**General Manager & Officer-in-Charge,
RBI Aizawl**

The Schedule of e-Tender is as follows:

E-Tender No.	RBI/AIZAWL/HRMD/6/25-26/ET/578
Mode Of Tender	E-tender (Online Part I – Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprocn)
Estimated Cost	₹7.70 Lakh (Rupees Seven Lakhs Seventy Thousand) (including GST)
Date of NIT (Notice Inviting Tender) available to parties for download	4:00 PM onwards on October 27, 2025
Pre-Bid Meeting	<p>12:00 PM onwards on November 24, 2025 at Conference Room, RBI Aizawl.</p> <p>(It is advisable for the bidder to attend the Pre-bid meeting. All the queries and clarification shall be cleared during Pre-bid meeting.</p> <p>Reply of any queries or clarification shall not be communicated through email or letter.</p> <p>Before attending the Prebid and quoting the rate the vendor may visit the site and understand the nature of work in details)</p>
<p>(i) EMD through NEFT and intimate/forward the transaction details (UTR number in case of NEFT) to oicaizawl@rbi.org.in and upload on www.mstcecommerce.com/eprocn</p> <p>Tender Fees - (NIL)</p>	<p>₹15,400/- should be submitted through NEFT to A/C No- 186003001 IFSC – RBIS0AZPA01 (Fifth and tenth digits in IFS code are zero)</p> <p>before 2:00 PM on December 05, 2025</p> <p>The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, shall be exempted from the requirement of submission of Earnest Money Deposit.</p>
Last Date of submission of EMD	December 05, 2025 up to 2:00 PM
Date of Starting of e-Tender for submission of online Techno-Commercial Bid and price Bid	4:00 PM onwards on October 27, 2025
Date of closing of online e-tender for submission of techno-commercial bid & price bid	December 05, 2025 up to 2:00 PM
Date of opening of Part-I (techno-commercial bid)	December 05, 2025 at 3:00 PM
Date of opening of Part-II (price bid)	Shall be informed separately to parties
Transaction fee	Payment of Transaction fee through MSTC payment gateway /NEFT/RTGS in favour of MSTC Limited



Intending tenderers shall pay as earnest money a sum of ₹15,400/- by way of NEFT to Reserve Bank of India, Aizawl or by a Bank Guarantee in favour of Reserve Bank of India payable at Aizawl.

Applicants intending to apply will have to satisfy the Bank by furnishing documentary evidence in support of their possessing required eligibility and in the event of their failure to do so, the Bank reserves the right to reject their bids. Tenders without EMD will not be accepted under any circumstances.

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

Any amendments / corrigendum to the tender, if any, issued in future will only be notified on the RBI Website as given above and will not be published in the newspaper.

**General Manager & Officer-in-Charge
Reserve Bank of India
Aizawl**



**Reserve Bank of India
HRMD
Aizawl**

E-Tender for Design, Supply, installation, Testing and Commissioning of two nos. of Multi-zone Door Frame Metal Detector (9 zones) for Bank's Office Building at RBI, Aizawl

PART-I

RBI/AIZAWL/HRMD/6/25-26/ET/578

Name of the firm: _____

Address: _____

Email: _____ **Telephone:** _____

Name of contact person: _____

Mobile Number: _____

Email: _____

Date of Pre-bid meeting:

Last Date and Time for submission of the e-Tender:

Note: This is an-e tender. Hence, signed & scanned Part I must be uploaded to MSTC website. Part II/rates will be directly filled at the MSTC site.

Bidder/Contractor/Tenderer means those who are participating in the tendering process. Successful bidder/contractor/Tenders mean who quote Lowest rates after evaluating the Part I and Part II of tender.

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Important instructions regarding e-tender

This is an e-procurement event of Reserve Bank of India, Aizawl. The e-procurement service provider is MSTC Limited. You are requested to read and understand the Notice Inviting Tender and subsequent Corrigendum, if any, before submitting your online tender. Tenderers who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender for opening of price bid.

1.	<p>Process of E-tender:</p> <p>A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC/RBI, Aizawl is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p>SPECIAL NOTE: The price bid and the commercial bid has to be submitted online only at www.mstcecommerce.com/eprocn</p> <p>1). Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU /govt depts → RBI Aizawl → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2). Vendors will receive a system generated mail confirming their registration in their email which has been provided while filling the registration form.</p> <p>In case of any clarification, please contact MSTC/RBI, Aizawl, (before the scheduled time of the e-tender).</p> <p><u>Contact Details (MSTC) for further enquiries/assistance:</u></p> <p>I) Shri Arun Kumar, Chief Manager, bmghymstc@mstcindia.in Mobile - 9830924222</p> <p>II) Shri Prashant Chitranjan, Manager, ghyopn2@mstcindia.in Mobile - 8592888286</p> <p>III) Shri Debayan Kar, Assistant Manager, ghyopn3@mstcindia.in Mobile - 9831149790</p> <p>IV) Shri Srajan Gupta, Management Trainee ghyopn1@mstcindia.in Mobile - 9690044570</p> <p>Landline number: 0361-3516372/ 0361-2221199</p> <p>MSTC support: HO Central Helpdesk No. 07969066600 E-mail – helpdeskho@mstcindia.in</p> <p><u>Contact Persons of RBI, Aizawl Office:</u></p> <p>a) Shri Harish Vedi, Phone - 0389-3568450 b) Shri Sumit Kumar Mandal, Phone - 0389-3568450 c) Capt Lalthantluanga, Phone – 0389-3563443 d) Shri Kuldeep Kakati, Phone - 0389-3568450 e) Shri Amlan Chakravorty, Phone - 0389-3568450 f) Shri Ankit Roy, Phone – 0389-3568450</p>
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	<p>g) Shri Th Haokholal, Phone – 0389-26173916 E-mail – oicaizawl@rbi.org.in</p> <p>B) System Requirement:</p> <p>i) Windows 7 Operating System & above. ii) IE-7 and above Internet browser. iii) Signing type digital signature iv) JRE 7 update 9 and above software to be downloaded and installed in the system. To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→Internet Options→ custom level For more details, vendor may refer to the Vendor Guide and FAQ available at www.mstcecommerce.com/eprocn.</p>
2.	<p>(A) Part I Techno-Commercial bid will be opened electronically on specified date and time as given in the Notice Inviting Tender. (B) Part II Price bid will be opened electronically of only those bidder(s) whose Part I Techno-Commercial Bid is found to be Techno-Commercially acceptable to RBI,</p>
	<p>Aizawl. Such bidder(s) will be intimated date of opening of Part II Price bid, through valid email submitted by them. Note: The tenderers are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However, in case the lowest rate appears to be reasonable considering the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	<p>All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.</p>

4.	<p>Special Note towards Transaction fee: Payment of Transaction fee is online on MSTC site. After making the payment for transaction fee, the vendor should enter the transaction fee details by using the “Transaction Fee entry” Link under “My Menu” in the vendor login. Here the vendor may select the particular tender in which they want to participate by clicking on the tick box at the right and then Clicking on the “Submit” Button at the bottom of the page. Then the page appears where the vendors are required to fill up the transaction details, namely the UTR No, Date Of Transaction, And the Remitting Bank in the given fields and then clicking on the “Confirm” Button.</p> <p>NOTE: The bidders should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by MSTC.</p> <p>Vendors are advised not to deposit cash in bank as it becomes difficult to ascertain the details of the remitter from such cash transactions.</p> <p>Contact Details (MSTC) for further enquiries/assistance:</p> <p>I) Shri Arun Kumar, Chief Manager, bmghymstc@mstcindia.in Mobile - 9830924222</p> <p>II) Shri Prashant Chitranjan, Manager, ghyopn2@mstcindia.in Mobile - 8592888286</p> <p>III) Shri Debayan Kar, Assistant Manager, ghyopn3@mstcindia.in Mobile - 9831149790</p> <p>IV) Shri Srajan Gupta, Management Trainee ghyopn1@mstcindia.in Mobile - 9690044570</p> <p>Landline number: 0361-3516372/ 0361-2221199</p> <p>MSTC support: HO Central Helpdesk No. 07969066600 E-mail – helpdeskho@mstcindia.in</p> <p>Bidders may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable. In case of failure to make payment towards Transaction fee for any reason, the vendor, in turn, will not have access to online e-tender.</p>
5.	<p>Bidder(s) are advised to make remittance of MSTC fee and EMD through separate NEFT/Mobile banking in advance to the Reserve Bank of India Aizawl. Vendors are instructed to use Upload Documents link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors can attach documents through Attach Document link against the particular tender. Please note that if the documents are not attached to any tender, the same cannot be downloaded by RBI Aizawl and it will be deemed that the vendor has not submitted the documents. For further assistance please follow instructions of vendor guide.</p>
6.	<p>All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by RBI, Aizawl as well as by MSTC (e-procurement service provider). Hence the bidders are required to ensure that their email address provided is valid and updated at the stage of registration of vendor</p>

	with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, bidders are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. The responsibility of downloading the related corrigenda, if any, will be of the bidders only.</p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to tenderer (s) who have downloaded the documents from web site. Please see website www.mstcecommerce.com/eprocn of MSTC Ltd.</p>
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><u>Bidding in e-tender</u></p> <p>a) Bidder(s) need to submit necessary EMD, Tender fees (If any) and Transaction fees separately for the e-tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidder(s) will be refunded by RBI, Aizawl.</p> <p>b) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>c) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in MSTC website www.mstcecommerce.com → e-procurement → PSU /Government Departments → RBI Aizawl Login → My menu → Auction Floor Manager → live event → Selection of the live event → Techno Commercial Bid.</p> <p>d) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that, they should click on the Technical bid. If this JAVA application does not run, then the vendor will not be able to save/submit his Technical bid. (for details refer vendor guide & FAQ).</p> <p>e) First the vendor needs to fill up the Commercial specification if any and save it. Then the vendor should fill up the Techno-commercial bid. After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid & price bid has been saved, the bidder can click on the "Final Submission" button to register their bid</p> <p>NOTE: - After clicking the final submission two more options will show up, "Withdraw bid" and "Delete bid". If the vendor wants to withdraw its bid permanently then they should click withdraw bid link. He/she will not be able to bid again. If the vendor wants to delete the bid after final submission and re</p>

	<p>submit the bid then he/she should click delete bid and resubmit the same and again click final submission.</p> <p>f) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>g) During the entire e-tender process, the bidders will remain completely anonymous to one another and also to everybody else.</p> <p>h) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.</p> <p>i) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply/work. Such successful tenderer shall be called hereafter supplier/contractor.</p> <p>j) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>k) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>l) No deviation of the terms and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p> <p>m) Unit of Measure (UOM) is indicated in the e-tender Floor. Rates to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & conditions are allowed.
12.	RBI, Aizawl has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
13	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website www.mstcecommerce.com/eprocn of MSTC Ltd.
14.	The bidders must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
15	The bid will be evaluated based on the filled-in technical & commercial formats.
16.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of defaulting bidder(s) will be forfeited. Punitive action may also be taken against defaulting bidders.

Form of Tender

Place _____

Date _____

The General Manager & Officer-in-Charge
Reserve Bank of India,
T-30, VZ Building,
Thakthing Veng, Aizawl – 796005

Dear Sir / Madam,

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

MEMORANDUM

1	Description of work	Design, Supply, installation, Testing and Commissioning of two Multi-zone Door Frame Metal Detectors (9 Zone) for Bank's Office Building at RBI, Aizawl
2	Estimated Capital cost	₹7,70,000/ (inclusive of GST).
3	Earnest Money	₹15,400/- Note: The Micro and Small Enterprises (MSEs) having Udyam Registration Number (Udyog Aadhar Memorandum Number), irrespective of the category, <u>shall be exempted</u> from the requirement of submission of Earnest Money Deposit.
4	Performance Bank Guarantee	₹5% of the contract value (to be submitted by the successful bidder).
5	Time allowed for completion of work	45 days from 10 th day of the date of the work-order.
6	Liquid Damages	0.25% of the estimated cost per week subject to a maximum of 10% of the work order amount (contract amount)

1. 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 earnest money valid during the entire period of validity of tender.

2. Should this Tender be accepted, I/we hereby agree to abide by and fulfil all the terms and Conditions of the Tender and in default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender together with the written acceptance of the Contract.
3. 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. We have deposited a sum of Rs. 15,400/- as earnest money with the Reserve Bank of India, which amount is not to bear any interest. Should we fail to execute the Contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.
4. The Tender is submitted in two parts in MSTC portal. Part I contains all commercial terms conditions and technical particulars and Part II contains only the price bid in the Bank's proforma.

Dated this _____ day of _____ 2025

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 Commercial Conditions

1. E-tenders are invited from Original Equipment Manufacturers or their authorized dealers/integrators for the work Design, Supply, installation, testing and commissioning of Door Frame Metal Detector (DFMD) at Bank's Main Office Building, RBI Aizawl. E-tenders comprising duly filled in details of both Part I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than 14:00 Hrs of December 05, 2025.**

2. Eligibility Criteria -

(i.) Only those OEMs/authorized dealers of OEM who have minimum 5 years' experience (as on September 30, 2025) in the field of undertaking similar works viz Supply, installation, testing and commissioning of DFMD for the office buildings / commercial premises / industrial houses.

(ii.) Have executed similar works successfully during the last 05 years (works completed on or after September 30, 2020) individually costing as under

Three works each costing not less than 40% of the estimated cost of work.

Or

Two works each costing not less than 50% of the estimated cost of work.

Or

One work costing not less than 80% of the estimated cost of work.

(iii.) Have a minimum yearly turn over of ₹7.70 Lakh during the last 03 financial years.

(iv.) Should have authorized service center in **Aizawl/ Guwahati** for rendering after sales service.

Tenderers should upload the following documents in respect of fulfilling their eligibility with **suitable file names as indicated.**

- a) Copies of detailed work order indicating scope and value of works for indicating the experience. The work orders for the purpose of eligibility should be on the name of the participating firm only.
- b) List of completed works with all the details as in the format of [Annexure 'A'](#).
- c) Completion certificate obtained from the clients in prescribed format as per [Annexure 'B'](#) for qualifying works and proof for TDS in case the client is private firm.
- d) Proof of remittance of EMD
- e) Banker's Certificate as per [Annexure 'C'](#)
- f) Audited financial statement for turnover for last 3 years
- g) Details of service setup with proof for existence of service set up at Aizawl/Guwahati - In the format of [Annexure 'D'](#)
- h) The particulars/Catalogues and the names of manufacturers of specified item.
- i) Details of Bankers as per [Annexure 'F'](#)

- j) Copy of Power of Attorney as per [Annexure 'G'](#)
- k) Technical details of proposed system as per Section VII.
- l) Any other information relevant to the proposed work
- m) Authorization letter from OEM for participation in the tender.
- n) Certificate by the bidder regarding country sharing land border with India.

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

2. **Pre-bid meeting:** - A pre-bid meeting will be held at 12:00 PM onwards on November 24, 2025 at Reserve Bank of India, Aizawl to discuss/ clarify anything about the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present. Clarifications will be uploaded as corrigendum to the tender. Bidders are advised to see the corrigendum, if any before submitting their bids.

Tenderers are required to submit the details of the works carried out by them during last five years along with the contact details of the users of the equipment in the enclosed format. A tender submitted by a firm who is found to be not submitting the above details will be rejected.

3. Tenders shall be submitted online, in two parts viz. Part I containing technical and commercial details of the offer and Part II containing prices only. While Part I will be opened on the same day at 15:00 Hrs and technical evaluation of the same will be done. Firms who are meeting all the criteria will be considered for opening the Part II (Price Bid). Part II will be opened online on subsequent date, which will be intimated to the tenderers in advance by e-mail.
4. The Reserve Bank of India reserves the right to accept or reject any or all the tenders, in full or in part, without assigning any reason therefore. The Bank also reserves the right to accept the tender of any firm.
5. Vendors are advised to verify website for corrigendum, if any before submitting the bid. No clarification will be entertained after 14:00 Hrs on December 05, 2025.
6. Vendors are requested to quote rate for Design, Supply, Installation, Testing and Commissioning of the system including with GST, other taxes, duties, transportation, instances etc.
7. Thus, the final total amount shown in the system including GST and other applicable taxes will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.
8. Earnest Money Deposit for a sum of ₹15,400/- shall be remitted to Bank Account of Reserve Bank of India, Aizawl on or before 2:00 PM on December 05, 2025. "EMD for DFMD – RBI Aizawl" shall be given as remarks while remitting

EMD. The account details for NEFT / RTGS transactions are as follows.

Beneficiary Name: RBI, Aizawl.
IFSC: RBIS0AZPA01 (5th and 10th digit is zero)
Account No: 186003001

The transaction details should be intimated/ forwarded on oicaizawl@rbi.org.in.

Proof of remittance with transaction number (scanned copy) shall be uploaded in MSTC portal. EMD may also be submitted in the form of Bank Guarantee from any scheduled Bank. A tender which is not accompanied by such EMD will not be considered. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded / returned by the tender inviting authority after award of work to the successful bidder.

9. The tenders shall be valid for a period of 90 days from the date of **opening of Part I of the tender.**
10. The EMD submitted by the successful bidder shall be returned, without any interest after receipt of the Performance Bank Guarantee as specified in Para 11 below.
11. **As security against due fulfillment of the terms and obligations of the Contract during execution of the work, the successful tenderer shall furnish a Bank guarantee for an amount of 5% of the contract value (capital cost of equipment), valid during the entire period of execution of work, from any Scheduled Bank, before commencement of work in the given format ([Annexure I](#)), within 14 days of award of work. This Bank Guarantee will be returned after submission of Bank Guarantee for 5 years covering the Defect Liability Period & AMC period.**
12. The rates quoted shall be inclusive of transport, packing, forwarding, insurance, taxes, duties etc. and shall be for the complete work duly installed and commissioned at site. The prices quoted shall remain firm for the entire period of contract and shall not be subjected to any variations in the foreign exchange or variations of any other taxes, levies, duties etc. No import license will be furnished by the Bank. The tenderers shall make their own arrangement for import of any part or components, if any, required for completion of the work. Tenderer should have GST registration number. Tenderers must quote their rates including GST levied by the Central Government and State Government. The Bank is not responsible for payment of GST for the service rendered by the contractor. It is the responsibility of the contractor to pay the GST to the tax authority.
13. The entire work of supply, installation, testing and commissioning of the system shall be completed within a period of 45 days from the 10th day of date of issue of work order.
14. **Damages for non-completion:** If the Contractor fails to complete the works within tender specified completion period, the Contractor shall pay the Employer at rate of 0.25% of the estimated amount of work per week for the period during which the said works shall

so remain incomplete subject to a maximum of 10% of the contract amount and the Employer may deduct such damages from any money due to the Contractor.

15. The tenderers shall indicate details of the service centre at Aizawl/ Guwahati, the staff strength, contact numbers, availability of spares for the system and escalation matrix.

16. **Warranty/Defect Liability period:** The equipment supplied shall be guaranteed against all types of defects for a period of one year from the date of virtual completion. Any defects in the system/sub-assemblies, found within the guarantee period, shall be rectified/ replaced by the tenderer without any additional cost to the Bank. The rate should include for servicing at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed to during this period.

17. **Comprehensive annual maintenance contracts (CAMC):** 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, preventing maintenance 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 in the price bid section for annual comprehensive maintenance service contract after the expiry of the guarantee period as per the scope. This rate for the service contract shall be valid for a period of 1 year after expiry of guarantee period and payment shall be made on half yearly basis on rendering satisfactory service. The AMC will be renewed every year as per the formula. The CAMC contract rate shall take into account the cost of all the spares, all materials including man power and their insurance, including travel cost from the nearest service station etc. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

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

The tenderers shall indicate details such as the service center from which the proposed systems at Aizawl/Guwahati will be serviced, the staff strength at that center and the availability of spares for the system at that center. This Comprehensive Annual Maintenance Contract shall be renewed for an additional period of at least 8 years after the initial contract period valid till the end of two years (one year defect liability period and the one year initial contract

period). While renewing the contract the new contract amount will be arrived at based on following formula.

$$AC = AP \{15 + 65 \times (EPIC/EPIP) + 25 \times (CPIC/CPIP)\} \times 1/100$$

AC The contract amount for the current year

AP The contract amount for the previous year

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

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

CPIC Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year

CPIP Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.

18. Bank Guarantee towards defect liability period and committed CAMC period

- a. After completion of the works & before submission of bill, the tenderers shall furnish an amount equal to 10% (Ten percent) of the contract value* for the work in the form of Bank Guarantee (BG) from any scheduled Bank in the form prescribed by the Bank as per Annexure towards security deposit for the due fulfilment of the terms and obligations the DLP and CAMC contract. This BG for 10% contract value should be initially valid for a period of FIVE(5) years i.e. (one year DLP plus four years AMC).
- b. After Completion of five years (one year DLP and four years AMC), the Bank Guarantee submitted above shall be further extended / renewed for a reduced amount equal to 05% (Five percent) of the contract value for due fulfilment of the contract conditions for a further period of five(5) years thereafter. The Renewed Bank Guarantee should be submitted at least 30 days in advance before expiry of above referred BG of 10 % amount. In case of failure on the part of firm to submit the renewed BG, initial 10 % BG will be invoked without any notice to the firm.
- c. The Bank reserve the right to enforce the Bank Guarantee in case of unsatisfactory performance of the terms, conditions of the DLP and CAMC set out in the tender at any time during the currency of committed period of TEN (10) years (One year DLP and 9 years CAMC).

*Contract Value means quoted cost of capital equipment.

- d. All compensation / penalties / damages or other sums of money payable by the Contractor to the Bank under the terms of this Contract for completion period, defect liability and AMC period may be deducted from the security deposit, if the amount so permits unless the contractor deposits such amounts in cash within ten days of issue of demand notice by the Bank.

19. Evaluation of tenders:

- E-tenders will be evaluated on the basis of **Total Cost of Ownership (TCO)** i.e Capital cost of the system , buy back of Old DFMD and taking into account the effect of NPV rates quoted for Comprehensive Annual Maintenance Contract (CAMC) for a period of 09 years after the expiry of one year of defect liability / guarantee period. The said NPV shall comprise:

S. No.	Description	Value
1.	Capital Cost of Multi-zone Door Frame Metal Detector	A
2.	Buy back of old DFMD	-B
3.	Rate quoted for Comprehensive Annual Maintenance Contract (CAMC)	C
4.	Multiplying factor for arriving at the NPV of comprehensive annual maintenance Service contract considering the following CAMC charges for the period of 3 year 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 Multiplying Factor (MF) for working out NPV of AMC after expiry of one-year DLP shall be 2.55	2.55

Therefore the TCO = (A -B)
+Cx2.55

Note:

- The total cost of ownership (TCO) shall be worked out as above.
- The bidder, who quotes the lowest total cost of ownership for the work, shall be considered the lowest bidder.

Minimum Base Rates for Comprehensive AMC: In case, the tenderer quotes the rates for comprehensive AMC lower than 5% (Five) of the quoted capital cost, then 5% (Five) of the quoted capital cost(A) shall be considered for Evaluation of total cost of ownership of the system . *

***Note:** Notwithstanding the above, the Bank shall pay only the quoted rate of the AMC during the currency of the committed contract period of 9 (NINE) years subject only to renewal formulae indicated in the tender.

20. Insurance: The contractor shall take all insurances at his cost to cover all kinds of risks till handing over the DFMD system to the Bank, 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:

- Contractors all risk (CAR) insurance inclusive of Storage, erection testing and commissioning policy for the full contract value including fire risk.

- 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.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. **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 if 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.

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

31. **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.

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

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

- ii) Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or
 - iii) Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor. In the event of action being taken under such clause (b) above or this clause the provision of delivery clause applies as far as applicable.
33. 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.
34. **Payment Terms:** The following terms of payment shall be applicable to this contract:
- **95% of the quoted rate (on submission of bill) after supply of materials at site, erection, testing, commissioning and handing over the system & submission of valid BG as per tender (valid for five years) & valid insurance.**
 - **05% of the quoted rates shall be released after one year (after end of defect liability period).**
35. Time shall be considered as an important aspect of this Contract. The entire work shall be completed within 45 days from the 10th day of date of work order; 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 capital amount, will be levied.
36. 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.
37. 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 the GST 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 Aizawl and will be in Indian rupees only. The tenderers are

advised to include the GST in the quoted amount. The percentage of tax (GST) to be separately indicated in the check list of the tender part-I.

38. 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.

39. 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.

40. The payment for the system will be made by Aizawl 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 Aizawl.

(a) 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.

(b) 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.

41. 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.

Signature of the contractor _____

Name of the firm _____

Seal of the firm _____

Safety Code

1. First aid appliances including adequate supply of sterilised dressings and cotton wool shall be provided in a readily accessible place.
2. An injured person shall be taken to a public hospital without loss of time, in cases where the injury necessitates hospitalisation.
3. Suitable and strong scaffolds should be provided for workmen for all work 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 30 cm (clear) and the distance between two adjacent rungs shall not be more than 30 cm. When a ladder is used an extra mazdoor shall be engaged for holding the ladder.
5. The excavated material shall not be placed within 1.5 meters of the edge of the trench or half of the depth of trench, whichever is more. All trenches and excavations shall be provided with necessary fencing and lighting.
6. Every opening in the floor of a 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; minimum height shall be one metre.
7. No floor, roof or other part of the structure shall be so overloaded with debris of materials as to render it unsafe.
8. Workers employed on mixing and handling material such as asphalt, cement mortar or concrete and lime mortar shall be provided with protective footwear and rubber hand-gloves.
9. Those engaged in welding works shall be provided with welder's protective eye-shields and gloves.
10. i) No paint containing lead or lead products shall be used except in the forms of paste or readymade paint.
ii) Suitable face masks shall be supplied for use by the workers when the paint is applied in the form of spray or surface having lead paint dry rubbed and scrapped.
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 period of cessation of work.
12. Hoisting machines and tackle used in the works, including their attachments, anchorage and support shall be in perfect condition.
13. The ropes used in hoisting or lowering material or a means of suspension shall be of durable quality and adequate strength and free from defects.
14. The contractor shall provide all the safety gadgets to the workers for carrying out the work as per statutory norms.
15. During the work execution necessary fire safety measures shall also be taken.

Section III - Fire Safety

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

Section IV - The Conditions Hereinbefore Referred To

4.1 Interpretation Clause

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, Drawings, work order 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 02 nos. of Multi-zone Door Frame Metal Detector (9 Zone) for the Bank's Main Office Building at Aizawl**
- (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 07 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 said 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:** 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:** 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:** 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:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.

4.11 **Access to Works:** The Employer and their representatives shall at all reasonable times have free access to the works and/or to the workshops, factories or other places where the material is lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for the inspection and examination and test of the materials and workmanship. No

person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

4.12 Assignment and Sub-letting

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

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

4.13 Schedule of Quantities

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

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

4.14 Sufficiency of Schedule of Quantities:

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

4.16 Prices for extras etc. - Ascertainment of

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

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

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

Where extra work cannot be properly measured or valued the Contractor shall be allowed day work prices as the net rates stated in the tender or the Price Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for

the district; provided that in either case vouchers specifying the daily time (and if required by the Bank's Engineer the workmen's names) and materials employed be delivered for verification on to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

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

4.17 Unfixed materials when taken into account to be Property of the Employer: 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: 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: 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: 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 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. Contractor's All Risk (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 names of the Bank and the contractor, the Bank's name being the first)

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

4.26 Delay & Extension of Time

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

4.27 Failure by Contractor to comply with Bank's Engineer 's Instructions: 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
- v) has neglected or failed persistently to observe and perform all or any of the acts, matters or things by this Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, 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:** 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.: 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. The venue of the arbitration shall be at Reserve Bank of India, Aizawl.

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

4.34 Right of Technical Scrutiny of Final Bill

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

4.35 Employer Entitled to Recover Compensation Paid to Workmen

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

4.36 Abandonment of Works

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

4.37 Return of Surplus Materials

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

condition, the Contractor shall, in addition to being liable to action for contravention of the terms of licenses or permits and/or criminal breach of trust, be liable to the Employer all moneys, advantages or profits resulting or which in the usual course would have resulted to him by reason of such breach.

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

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

4.39 Testing

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

4.40 Work at Site

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

4.41 Non-disclosure Clause:-

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

4.42 Sexual Harassment of women at work place

- a) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013". In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor/Agency and the contractor.
- b) Any complaint of sexual harassment from any aggrieved employee of the Service Provider against any employee of the Bank or any employee of any other firm

working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.

- c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- d) The contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.
- e) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank's premises.

Place:

Seal and Signature of Tenderer

Date:

Name

Designation

Name of firm

Special conditions

1. The workmen will not be allowed to stay within the premises.
2. The electric power required for the work can also be similarly drawn from the supply available at site free of cost.
3. Permission, if any, required from the local bodies shall be obtained by the Contractor.
4. The intending tenderer can obtain any clarifications regarding the Tender drawings, specifications etc. from the department on any Bank's working day.
5. The tenderer may please note that, the work has to be carried out during the day time or as per the Bank's instructions. Therefore, the entire work involved shall be carried out with least disturbance to the staffs/occupants of the office/ colony and also day-to-day cleaning has to be done by the contractor. The wall/slab/column should be cut by chase cutter only.
6. The contractor shall prepare three copies of **as done drawing** after completion of the work and shall submit along with the final bill.
7. The entire materials for the work shall be brought to the working area through the staircase and no freight lift will be available for lifting materials.
8. The debris/dust or any wastage generated out of the above work shall be cleaned as frequently as required and as instructed by the Bank's Engineer.
9. All dismantling work and work generating noise shall be done during the day time and holidays and day time work shall have to be done on restricted hours. Contractor has to made availability of supply during the Evening & night time. Contractor shall take into account the above facts while quoting the rates.
10. The tenderer shall remove all the debris collected at site (from the Bank's premises) on everyday basis. The staircase and passages used by the laborers shall be cleaned properly, as per the entire satisfaction of Bank's Engineers.
11. The contractor shall depute qualified supervisor during execution of the work. No work shall be carried out at site in unsupervised manner.
12. The tenderer shall use only approved brands of materials.

Seal & Signature of Contractor

Section V - Appendix Hereinbefore Referred

1.	Defects liability Period	12 months from the date of issue of virtual completion certificate.
2.	Date of commencement	10 th day from the date of award letter.
3.	Period of completion	45 days from the 10 th day of work order
4.	Liquidated Damages for delay in completing the work.	0.25% of the cost of capital amount per week subject to a maximum of 10% of the contract amount.
5.	Value of work for Interim Certificate for running bill	As per the payment terms and conditions
6.	Period of honoring interim certificate/ payment of bill	90 days from the submission of bill

Seal & Signature of Contractor

Section - VI

Check List

Supply, installation, testing and commissioning of 02 nos. of Multi-zone (9 Zone) Door Frame Metal Detector (DFMD) for Bank's Office Building at Aizawl

COMMERCIAL CONDITIONS.

Sr. No.	Description	Bank's Terms	Tenderers terms and acceptance of Bank's terms
1.	Validity	90 days from the date of opening of tender Part-I	
2.	EMD	₹15,400/- by BG or through NEFT	
3.	Terms of payment	<p><u>The following terms of payment shall be applicable to this contract:</u></p> <p>1. 95% of the quoted rate (on submission of bill) after supply of materials at site, erection, testing, commissioning and handing over the system & submission of valid BG as per tender (valid for five years) & valid insurance.</p> <p>2. 05% of the quoted rates shall be release after one year (after end of defect liability period).</p>	
4.	a. Prices	a. inclusive of all taxes, GST, duties, insurance, levies, transportation, conveyance, halting etc during the contract period.	
5.	Guarantee period	12 months from date of handing over.	
6.	After-sales service	Free of cost during the guarantee period.	
7.	Completion period	45 days from 10th day of date of work order.	

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	Maximum 24 Hours	
	(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 24 hours	
10.	Service facility		Shall be available at the center i.e. Aizawl / Guwahati and shall be approachable on telephone/mobile/e-mail.	
11.	Committed period for comprehensive AMC of system		At least 10 years from the date of handing over of the system incl. one-year DLP.	
12.	Certificate to be submitted from concerned authorities to comply meeting applicable International/National radiation & health regulation.			

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

Signature of Tenderer

Place:

Date:

Note:-

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.

In case of tenderers proposing any deviation, they are advised to indicate the deviation by quoting relevant tender clause.

Section VII

Technical Specifications of DFMD (9 Zone)

1. The DFMD should be able to detect small ferrous and non-ferrous items, metal alloys, copper, zinc, brass, mild steel, aluminum, gun metal etc at selective Zone.
2. The DFMD should be to the IS/ latest BIS standard compliant for walk-through metal detectors.
3. The DFMD should compliant electrical safety & EMC standard & applicable electromagnetic standard on human exposure & pacemaker safety.
4. The DFMD shall also meet internationally/national accepted human safety standards; a certificate in this regard, **clearly indicating that the DFMD is safe for individuals using pacemaker/s, pregnant women etc. shall also be produced.**
5. The DFMD should be microprocessor controller based, with operating voltage of 230 V AC/ 50 Hz to 60 Hz with a tolerance of +/-10% and +/-2% in supply voltage and frequency respectively. There should be provision of spike protection facility in the power unit which is compliant with internationally accepted standards.
6. Operating temperature of the DFMD shall be from -5 to 55 degree Celsius or more; and should also be able to function at humidity of up to 90% or more.
7. Be compatible with PC & LAN
8. Option for automatic and manual calibration shall be available with auto tuning and auto setting features.
9. The system should also have a minimum inbuilt power backup of at least up to 1 hours.
10. Should have multi-zone(9) with minimum 9 overlapping zones with separate zone display on the side panel of the frame along the length.
11. Audio and visual alarm with zone indicator of detected item.
12. Walk-Stop Indicator for smooth traffic control. And throughput of at least 15 persons per minute.
13. Separate Traffic **IN and Traffic OUT** display counters to indicate number of walk-throughs for separately for both inward and outward traffic.
14. In-built interference suppression to ensure that the system functions normally in an environment with electrical noise/ external FR transmission, EMI, walkie-talkie, mobiles, X-Ray Baggage Scanners, electrical lines, transformers etc. and should not be affected by heavily reinforced floors/ rooftop/ walls.
15. The system should be user friendly and must have self-testing diagnostics to identify and indicate faults.
16. **Minimum net passage clearance of 760 mm (w) x 2000 mm (h).**
17. In-built minimum of “6 inch” display screen shall be inbuilt and should be able to display analyzed

data of each event by superimposing detected data on indicative image of the individual along-with the detection zone. In case of no in-built display screen, then, the DFMD shall be seamlessly integrated with a separate data recording device with a minimum 17" display monitor & CPU with keyboard & mouse.

18. At least two (2) inbuilt, high-resolution, IR cameras, 2MP, mounted above the walk-through passage, one each on either side, to effectively capture facial features of the individual during inward and/ or outward walk-through.

19. Camera footages shall be recorded minimum @15fps with 1080p resolution.

20. Inbuilt storage of at least 1TB to ensure 30 days recording of the camera footages and other relevant detection data.

21. Recorded footages shall have a date-time stamp.

22. User-friendly data retrieval in commonly used video format for viewing in window based desktop computer.

23. Option for networking for remote viewing which shall be compatible with PC & LAN etc.

Annexure 'A'**List of similar works executed during the last 5 years (minimum 03 works)**

Sr. No.	Name and address of the firm	No. of units supplied	Value of the work	Whether works completed in time (give date of start & and date of completion)	Completion period as per work order	E-mail, phone number & contact person of the firm

Signature of Tenderer:

Date

Client's Certificate Reg. Performance of Contractor

Name & address of the Client

Details of Works executed by Shri /M/s --

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

Signature & Seal of authorized signatory

(Attach TDS certificate in case of private companies)

**FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK
(On Bankers' Letter Head)**

To,
General Manager &
Officer-in-Charge,
Reserve Bank of India,
Aizawl

This is to certify that to the best of our knowledge and information M/s. /Shri_____ is a customer of our bank having marginally noted address, are/is respectable and can be treated as good for any engagement up to a limit of ₹7.70 lakhs). This certificate is issued without any guarantee or responsibility on the bank or any of its officers.

For the Bank with Name, Designation & Seal

Note:

- 1. Bankers' certificates should be on letter head of the Bank.**
- 2. In case of partnership firm, certificate should include names of all partners as recorded with the Bank**

Annexure –‘D’**Details of Service Set up at Aizawl/ Guwahati**

S.No.	Details of service Centre	
1	Address of Service Centre	
2	Contact numbers	
3	Staff strength	
4	Whether spares parts of the Multi-zone Door Frame Metal Detector (DFMD) have been stocked	

Seal of company & Signature

Articles of Agreement

ARTICLES OF AGREEMENT made theday of....., 2025
between the Reserve Bank of India (hereafter called "Bank") having its office at
Aizawl - 796005 on the one part and M/s
_____ having its Registered Office at
_____(Thereinafter called
"the Contractor") on the other part.

WHEREAS the Employer is desirous of Tender for Design, Supply, installation, Testing and Commissioning of 02 nos. of Multi-zone Door Frame Metal Detector (DFMD) System for Bank's Office Building at RBI, Aizawl (**hereinafter called "the said work"**) and has caused drawings, specifications and schedule of quantities describing the work to be done. AND WHEREAS the said drawings from Numbers _____ to_____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto. AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties (all of which are collectively hereinafter referred to as "the said Conditions") the works shown upon the said drawings and/or described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as "the said Contract Amount").

NOW IT IS HEREBY AGREED AS FOLLOWS:

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

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

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

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

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

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

2.6. Tender for Design, Supply, installation, Testing and Commissioning of 02 nos. of Multi-zone Door Frame Metal Detector (DFMD) System for Bank's Office Building at RBI, Aizawl.

This Contract is neither a fixed lump sum contract nor a piece work but is a contract to carry out the work in respect of provision of Tenderat RBI, Aizawl, to be paid for at the rates/amount contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

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

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

2.9. Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work from the tenth day of issue of works order/letter of acceptance as provided for in the said Conditions and to complete the entire work within **45 days** subject nevertheless to the provisions for the extension of time, failing which the employer shall be entitled to recover liquidated damages as per the said conditions.

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

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

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

2.13. Comprehensive annual maintenance contracts (CAMC): 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. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

	Condition	Rectification time	Penalty / each /day
(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	24 hours	Rs.500/- per day

This Comprehensive Annual Maintenance Contract shall be renewed for an additional period of at least 8 years after the initial contract period valid till the end of two years (one year defect liability period and the one year initial contract period). While renewing the contract the new contract amount will be arrived at based on following formula.

$$AC = AP \{15 + 65 \times (EPIC/EPIP) + 25 \times (CPIC/CPIP)\} \times 1/100$$

AC The contract amount for the current year

AP The contract amount for the previous year

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

2.14. **Non-disclosure clause:**

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be publish, or disclose ant particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The contractor shall indemnify the Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the contractor and the Employer shall be entitled to claim damages and pursue legal remedies. The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

2.15. **Sexual harassment Clause:**

- a) The contractor shall be solely responsible for full compliance with the provisions of "the Sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act, 2013. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the internal complaints committee constituted by the contractor/Agency or Local Complaints committee as the case may be and the contractor/ agency shall ensure appropriate action under the said Act in respect of the Complaint.
- b) Any complaint of sexual harassment from any aggrieved employee of the service provider against any employee of the Bank or any employee of any other firm working in the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c) The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.
- d) The Contractor shall be responsible for educating its employees about prevention of sexual harassment at work place and related issues.

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

2.16. Force Majeure:

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

2.17

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

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 authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.

हस्ताक्षर खण्ड

Signature Clause:

SIGNED AND DELIVERED by the Reserve Bank of India by the hand of
श्री /Shri.....)नाम और पदनाम)/(Name and designation)

.....की उपस्थिति में/in the presence of

(1)

(नाम और पदनाम)

(Name & Designation)

HRMD

Reserve Bank of India, Aizawl

(गवाह/Witness)

(2)

(नाम और पदनाम)

(Name & Designation)

HRMD

Reserve Bank of India, Aizawl

(गवाह/Witness)

SIGNED AND DELIVERED BY

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

In the presence of: (1)

पता/Address: -----

(गवाह/Witness)

(2)

पता/Address: -----

(गवाह/Witness)

Note:

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

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

Details of Bankers

The details of our bankers in the following format are uploaded.

Sr. No.	Name of Bank	Branch and its complete address	Name of the contact person	Telephone, FAX number and e-mail IDs

Seal of company

Signature

Name

Designation

Date

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
APPLICATION/PROPOSAL**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,
We.....(Name of the Bidder and address of
their registered office) do hereby constitute, appoint and authorise Mr. / Ms.
..... (Name and residential
address of Power of Attorney holder) who is presently employed with us and holding the
position of as our attorney,
to do in our name and on our behalf, all such acts, deeds and things necessary in connection
with or incidental to our tender for Design, Supply, installation, Testing and Commissioning of
02 nos. of Multi-zone Door Frame Metal Detector (DFMD) System for Bank's Office Building
at RBI, Aizawl including signing and submission of all documents and providing information /
responses to HRMD, RBI, Aizawl representing us in all matters before RBI RBI Aizawl, and
generally dealing with RBI, Aizawl in all matters in connection with our proposal for the said
Project.

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

Note

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

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

Proforma for Bank Guarantee In Lieu of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ two thousand _____ between (Name of Banker) having its registered office at _____(place) and one of its local offices at _____(hereinafter referred to as the Surety), and Reserve Bank Of India, constituted by the Reserve Bank of India Act, 1934, having its Office at House no. T-30, VZ Building, Thakting Veng, Aizawl - 796005 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for Design, Design, Supply, installation, Testing and Commissioning of 02 Multi-zone Door Frame Metal Detector (DFMD) System for Bank's Office Building at RBI, Aizawl and the specifications and terms and conditions enclosed therein.

WHEREAS the tenderer as per clause No.____ Part 1 commercial conditions and special conditions has agreed to furnish a Bank Guarantee valid up to _____ instead of deposit of earnest money in cash.

NOW THIS WITNESSETH:

1 That the Surety in consideration of the above Tender made by the Tenderer to the Bank hereby undertakes to guarantee payment on demand without demur to the Bank the said amount of INR _____ (INR _____ only) within one week from the date of receipt of the demand from the Bank on presentation of this deed of guarantee, which the Tenderer is bound to deposit with the Bank by way of earnest money in connection with his Tender.

2 This guarantee shall not be affected by any infirmity or irregularity on the part of the Tenderer or by the dissolution or any change in the constitution of the Bank, Tenderer or the Surety.

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for the Design, Supply, installation, Testing and Commissioning of 02 nos. of Multi-zone Door Frame Metal Detector (DFMD) System for Bank's Office Building at RBI, Aizawl. The Banks' decision in this regard shall be final and binding.

4 The Surety shall not and cannot revoke this guarantee during its currency except with previous consent of the Bank in writing.

5 Notwithstanding anything contained in the foregoing, the Surety's liability under the guarantee is restricted to INR _____ (INR _____ only).

6 This guarantee shall remain in force and effective up to _____ and shall expire and become ineffective on intimation thereof being given to the Surety by the Bank in which event this guarantee shall stand discharged.

7 The Surety will make the payment pursuant to the demand notice issued by the Bank,

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

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

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

SIGNED AND DELIVERED For and on behalf of or and on behalf of above named Bank.
(Banker's Name and Seal)

Bank Manager
(Banker's seal)

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 _____

The General Manager
Reserve Bank of India
House No. T-30,
Thakting Veng,
Aizawl – 796005

Dear Sir,

In consideration of your agreeing to accept the security deposit of INR _____ (INR _____ only) furnish able to you by Messrs _____ (hereinafter referred to as "the Contractor") in terms of their contract with you for Design, Supply, installation, Testing and Commissioning of 02 nos. of Multi-zone Door Frame Metal Detector (DFMD) System for Bank's Office Building at RBI, Aizawl as per their Tender dated ____ and your Special Conditions of Contract and other tender documents relating thereto subject to the conditions and alterations mutually agreed upon the set forth or referred to in your Contract dated _____ in the form of guarantee from us in the manner hereinafter contained, we (Name of the Bank) do hereby covenant and agree with you as follows:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of INR _____ INR(_____ only) against any loss or damage caused to or suffered by or that may be caused to or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event of the Contractor making any default or default in carrying out any of the work under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto in accordance with the true intent and meaning thereof, we shall forthwith on demand pay to you such sum or sums not exceeding in total the said sum of INR _____ (INR _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default on the part of the Contractor.

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Guarantee but will pay the same forthwith on your demand without any protest or demur.

3. This guarantee shall continue and hold good until it is released by you on the application by the Contractor after expiry of the relative guarantee period of the said Contract and after

the contractor had discharged all his obligations under the said Contract and produced a certificate of due completion of the work under the said contract and submitted a “No Demand Certificate”, provided always that this guarantee shall in no event remain in force after the day of _____ without prejudice to your claim or claims arisen and demanded from or otherwise notified to us in writing before the expiry of six months from the said date which will be enforceable against us notwithstanding that the same is or are enforced after the said date.

4. Should it be necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this Guarantee on your request till such time as may be required by you. Your decision in this respect shall be final and binding on us.

5. You will have the fullest liberty without effecting this guarantee from time to time to vary any of the terms and conditions of the said contract or extend the time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against the Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said Contract and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said contract or any other act, matter or things whatsoever, which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of INR _____ (INR _____ only) as aforesaid.

6. This guarantee shall not in any way be affected by your taking or varying or giving up any securities from the Contractor or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency or death as the case may be, of the Contractor.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety-ship and other rights, if any, which are in any way inconsistent with any of the provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid, this guarantee will cover all your claim or claims against the contractor from time to time arising out of or in relation to the said contract and in respect of which your claim in writing is lodged on us before expiry of six months from the date of expiry of this guarantee.

9. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax or registered post to our local address as aforesaid and if sent by post, it shall be deemed to have been given when the same has been posted.
10. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees heretofore given to you by us (whether jointly with others or alone) and now existing un cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
11. This guarantee shall not be affected by any change in the constitution of the contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or therewith but will ensure to the benefit of and be available to and enforceable by the absorbing or amalgamated company or concern.
12. Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the Tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.
13. This guarantee is irrevocable during the period of its currency and shall not be revoked without your previous consent in writing.
14. We further agree and undertake to pay you without demur the amount demanded by you in writing notwithstanding any difference or dispute or controversy that may exist or arise between you and contractor or any other person.
15. Notwithstanding anything contained herein above our liability under this guarantee is restricted to INR ____ (INR _____ only). Unless a written claim is lodged on us for payment under this guarantee within six months from the date of expiry, including extensions if any, of this guarantee all your rights under the guarantee shall be forfeited and we shall be deemed to have been released and discharged from all liabilities there under, irrespective of whether or not the original guarantee is returned to us.
16. We have power to issue this guarantee in your favour under the Memorandum and Articles of Association of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED

(For & on behalf of the above named Bank)

For & on behalf of

(Banker's Name & Seal)

Branch Manager (Banker's Seal with Address)

Draft Articles of Agreement for Annual Maintenance Contract

(on Rs 100 non judicial stamp paper from successful bidder only)

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

WHEREAS the Employer is desirous of _____ Annual Maintenance Contract for the
period of 09 Years after one year of defect liability period for _____ *Name of*
the work _____ and has caused specifications and Schedule of Quantities
 describing the works to be done which have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS:

1.	This Comprehensive Annual maintenance contract (i.e. all parts of the system) for the period of 09 years . Rate of the contract shall be renewed as per the clause 6 of this agreement. Consent of the firm will not be taken each year at the time renewal of AMC.
2.	<u>Scope of Work:</u> Comprehensive annual maintenance contracts (CAMC): 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. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.
3.	<u>Payment Condition:</u> This rate for the service contract is _____ valid for a period of one year payment shall be made on half yearly basis on rendering satisfactory service. The service contract rate shall also take into account all the cost, including travel cost from the nearest service station.
4.	<u>Penalty:</u> This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied. Bank will not provide any assistance in the form of men/material during the currency of the guarantee and service contract. The tenderers will have to make their own arrangements for deputing a helper to skilled personnel including all necessary spares for rectification of the defects reported/observed. This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied as under:

			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	24 hours	Rs.500/- per day	
5.	Blacklisting: if contractor fails to complete the 10 years of service contract from the date of handing over the system. The Bank has right to blacklist the firm for further participating in any other tender invited by the RBI and security deposit amount will also be forfeited.				
6.	<p>New Rate of AMC: This Comprehensive Annual Maintenance Contract shall be renewed for an additional period of at least 8 years after the initial contract period valid till the end of two years (one year defect liability period and the one year initial contract period). While renewing the contract the new contract amount will be arrived at based on following formula.</p> $AC = AP \{15 + 65 \times (EPIC/EPIP) + 25 \times (CPIC/CPIP)\} \times 1/100$ <p>AC The contract amount for the current year AP The contract amount for the previous year</p> <p>EPIC Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the current year EPIP Wholesale Price Index for Electrical Apparatus, appliances & parts 6 months prior to the commencement date of contract for the previous year CPIC Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the current year CPIP Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year.</p>				
7.	If contractor and The Bank are mutually agreed then AMC period will further renew after 10 years on the formula mentioned in clause 6.				
8.	All payments by the Employer under this Contract will be made only at Aizawl.				
9.	All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Aizawl and only Courts in Aizawl shall have jurisdiction to determine the same.				

10.	<u>Non-Disclosure clause:</u> The Bidder shall not disclose directly or indirectly any information, materials and details of the Bank's infrastructure/systems/equipment etc., which may come to the possession or knowledge of the Bidder during the course of discharging its contractual obligations in connection with this agreement, to any third party and shall at all times hold the same in strictest confidence. The Bidder shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Bidder shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Bidder shall indemnify the
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	Employer for any loss suffered by the Employer as a result of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Bidder and the Employer shall be entitled to claim damages and pursue legal remedies. The Bidder shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied. The Bidder's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.
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11.					
	<table> <tr> <td>If the Contractor is a partnership or an individual</td><td>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.</td></tr> <tr> <td>If the Contractor is a company</td><td>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 herein above written.</td></tr> </table>	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 herein above written.
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 herein above written.				

12.	<p>Prevention of Sexual harassment</p> <p>The contractor/Agency shall be solely responsible for full compliance with the provision of “the sexual Harassment of women at work place (Prevention, Prohibition and Redressal) Act 2013”. In case of any complaint of sexual harassment against its employee within the premises of Bank, complaint will be filed before the Internal complaint committee constituted by the Contractor/Agency and the Contractor/Agency shall ensure appropriate action under the said Act in respect to the complaint.</p> <p>Any complaint of sexual harassment from any aggravated employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank</p> <p>The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee, if sexual violence by the employee of the contractor is proved.</p> <p>The contractor shall be responsible for educating its employee about prevention of sexual harassment at work place and related issue.</p> <p>The contractor shall provide a complete and updated list of its employee who are deployed within the Bank's premises.</p>
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Signature Clause:

SIGNED AND DELIVERED by Reserve Bank of India,
* _____ (Name and Designation)

In the presence of -

Witnesses -

1. _____

Address _____

Address _____

If the party is a partnership firm or individual

SIGNED AND DELIVERED BY _____

In the presence of witnesses:

1. _____

Address _____

2. _____

Address _____

THE COMMON SEAL OF _____

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

In the presence of -

Witness -

1. _____

2. _____

If the Contractor
thesesigns under common
the seal, the signature
clause should tally
with the sealing
of association.

Directors who have signed
presents in token thereof in
presence of -

1. clause in the articles

2. _____

If the Contract is
BY -signed by the hand
of power of attorney, Shri _____
individual.

SIGNED AND DELIVERED
the Contractor by the hand of
_____whether a company or _____an
and duly constituted attorney.

Proforma of Undertaking for Maintenance Confirmation by the Tenderer

To,

The General Manager
& Officer-in-Charge
Reserve Bank of India
Aizawl - 796005

Dear Sir/Madam,

E-Tender for Design, Supply, installation, Testing and Commissioning of two (02) Multi-zone Door Frame Metal Detector for Bank's Office Building at RBI, Aizawl

We _____, (name and address of the manufacturer) the manufacturers of _____ having factories at _____ (addresses of manufacturing / development locations) do hereby authorize M/s _____ (name and address of the tenderer) to bid, negotiate and conclude the contract with you against the above mentioned tender for the above equipment manufactured / developed by us and to maintain the equipment after its installation during Defect Liability Period and Comprehensive Annual Maintenance as prescribed in the contract.

In the unlikely event of M/s _____ not remaining our authorized dealer/ system integrator, we, the original equipment manufacturer, shall continue to provide support either directly or through any of our other dealer/ system integrator in terms of spares/ technical man power etc. i.e. all inclusive service to your satisfaction, by arranging required spares etc. ourselves, within the rate quoted in the tender for the all-inclusive maintenance contract for the period accepted as above. In case of any such event, the Bank shall be immediately informed about the details of the new authorized dealer/ system integrator.

Yours faithfully,

For _____

Authorized signatory

UNDERTAKING

(Regarding Site Visit by The Tenderer in Order to Understand the Work)

To,
The General Manager
& Officer-in-Charge
Reserve Bank of India
Aizawl - 796005

Dear Sir,

NAME OF WORK: E-Tender for Design, Supply, installation, Testing and Commissioning of two (02) Multi-zone Door Frame Metal Detector (DFMD) for Bank's Office Building at RBI, Aizawl

We, _____, the tenderer for the above work confirm that we have visited the site and understood the proper details of the existing security infrastructure and also the scope of work for the proposed Multi-zone Door Frame Metal Detector.

Yours faithfully,

(_____)
Authorized signatory
(Name and address of the company with Company Seal)
Date

Draft format of Undertaking / Declaration / Certificate to be inserted in procurement document for reference

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

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

To,

.....

Reserve Bank of India

.....

Name of Work: _____

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

2. I / We certify that (Name of the bidder)

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

(Strikeout whichever of the above is not applicable).

3. I / We further certify that (Name of bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even in case of contracts where we are permitted by the Bank/RBI to sub- contract I/we(Name of bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum / order.

4. I/We know and understand that, if this Undertaking / Declaration / Certificate submitted by us is found to be false, the Bank shall be free to reject / terminate our tender / Work Order and that the Bank shall also be free to initiate any legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit and / or debarring us from participating in tenders invited by the Bank in future.

Signature and name of the authorized signatory of the Bidder

with Rubber Stamp

Date:

Place:

Schedule Of Technical Information to be Furnished By The Tenderer

S No	Description	Detail To be filled by the bidder
1.	Type of metals which can be detected – please give an indicative list of such metal items.	
2.	Construction – laminated panels	
3.	i. CE compliance for electrical safety and EMC; ii. Conform to the IS or latest BIS standard for walk-through metal detectors.	
4.	Internationally accepted human safety standards certificate.	
5.	i. The DFMD should be microprocessor controller based, ii. Operating voltage with tolerance. iii. Operating frequency with tolerance. iv. Spike protection facility in the power unit which is compliant with internationally accepted standards.	
6.	i. Operating temperature ii. Humidity	
7.	IP Rating(55)	
8.	Calibration	
9.	In-built power back-up	
10.	Number of detection zones(9)	
11.	Sensitivity steps	
12.	Sensitivity range (should be separately adjustable for each zone)	
13.	i. Alarm Signal Type. ii. False alarm not more than	
14.	i. Walk-stop indicator. ii. Throughput.	
15.	Separate Traffic IN and Traffic OUT display counters	

S No	Description	Detail To be filled by the bidder
16.	Interference suppression	
17.	Self-diagnostics and Fault Indicators	
18.	Dimensions- i. Passage Clearance ii. Complete Device iii. Total Weight	
19.	i. In-built display screen with functions. ii. Integrated data recording device make/ model with detailed specifications. iii. Display monitor make/ model with detailed specifications	
20.	i. Number of in-built cameras ii. In-built camera make/ model, and detailed specifications.	
21.	Recorded footage resolution and fps	
22.	Storage(1TB)	
23.	Recorded footage date-time stamp	
24.	i. Control panel specification ii. Data retrieval iii. Recorded video footage format iv. MOUSE & KEYBOARD	
25.	i. Networking ii. Compatibility	
26.	Any other relevant specifications	

:
Signature of Tenderer

Designation
Name & seal of the firm

Name

:

:

:

Undertaking to be Submitted by the Tenderer

Name Of Work: Supply, Installation, Testing and Commissioning of Camera Mounted Door multizone Frame Metal Detector (DFMD) at Reserve Bank of India, Aizawl Office

Pursuant to the contract awarded by Reserve Bank of India, Aizawl for the full scope of work as contained under the tender document for the above-mentioned work or part thereof, we,

(full name of the firm with address), hereby undertake the complete responsibility for providing full product support and also maintenance support for the entire period of the designed life of the equipment so supplied and installed by us, promptly and expeditiously.

Further, in case any of the component(s), materials or parts used in the system so provided goes out of production, then we will make available the blueprints, drawings of the spare parts and specifications of materials at no cost to the RBI, as and when required in connection with the equipment to enable the RBI to procure spare parts from other sources.

Thanking You

Yours faithfully,

Place:
Date

Signature of Tenderer

Name:
Designation:

Name & seal of the firm:



**Reserve Bank of India
HRMD Aizawl**

E-Tender for Supply, installation, Testing and Commissioning of 02 nos. of Multi-zone Door Frame Metal Detector (9 Zone) for Bank's Office Building at RBI, Aizawl

PART-II

RBI/AIZAWL/HRMD/6/25-26/ET/578

Opening Date/Time of Part II/ Price bid will be intimated to the firms by e-mail, found eligible after scrutiny of Part-I of Tender.

**Reserve Bank of India
HRMD Aizawl**

**Supply, installation, Testing & Commissioning of two (02) nos. of Multi-zone (9 Zone)
Door Frame Metal Detector for Bank's Office Building at RBI, Aizawl**

Price bid

S.N.	Description	Qty	Unit	Rate (Including GST)	Amount (Including GST)
1.	<u>Capital Cost (A)</u> Supply, Installation, testing and commissioning of Multi-zone Door Frame Metal Detector (DFMD)	02	Set	To be quoted in MSTC portal only	
2.	Buyback for taking away the old existing Door frame metal detector after installation of new DFMD. (B) (Model -GATEX-ZONA Name of supplier: M/s Detech Devices Pvt. Ltd)	01	Set	To be quoted in MSTC portal only	
	Net capital cost (A-B)				
3.	<u>Comprehensive AMC charges (C)</u> Comprehensive AMC charges for 02 Nos DFMD after completion of defect liability period of one year.(C)	Yearly	L.S.	To be quoted in MSTC portal only	

Total cost of ownership = (A- B) + C X 2.55