भारतीय रिज़र्व बैंक
संपदा विभाग, भोपाल

मध्य प्रदेश के भोपाल में अरेरा हिल्स स्थित रिज़र्व बैंक ऑफ़ इंडिया के मुख्य कार्यालय परिसर में 'क्लीन एजेंट' प्रकार के अग्निशामक यंत्रों की आपूर्ति और इंस्टॉलेशन।

निविदा आमंत्रण सूचना - (एनआईटी)

निविदाकार का नाम ____

पता: ____

____

____

प्रस्तुत करने की अंतिम तिथि	:	14 सितम्बर 2026 को 10:00 बजे तक
भाग-I (अर्थात तकनीकी बोली) खुलने की तिथि और समय	:	15 सितम्बर 2026 को 11:30 बजे
भाग-II मूल्य बोली : खुलने की तिथि और समय	:	मूल्य बोली की सूचना अलग से दी जाएगी।

अस्वीकरण

भारतीय रिज़र्व बैंक, संपदा विभाग, भोपाल ने इच्छुक पार्टियों को परियोजना की पृष्ठभूमि की जानकारी देने के लिए यह दस्तावेज़ तैयार किया है। यद्यपि भारतीय रिज़र्व बैंक ने इसमें निहित जानकारी को तैयार करने में उचित सावधानी बरती है और इसे सही मानता है, तथापि न तो भारतीय रिज़र्व बैंक और न ही इसके कोई प्राधिकारी या एजेंसी और न ही उनके संबंधित कोई अधिकारी, कर्मचारी, एजेंट या सलाहकार इस दस्तावेज़ में निहित जानकारी की पूर्णता या सटीकता या इसके साथ प्रदान की जा सकने वाली किसी भी जानकारी के बारे में कोई वारंटी अथवा व्यक्त या निहित कोई व्यपदेशन देते हैं।

यह अभिप्रेत नहीं है कि जानकारी संपूर्ण है। इच्छुक पार्टियों अपनी स्वयं की पूछताछ करें और उत्तरदाताओं को लिखित रूप में पुष्टि करने की आवश्यकता होगी कि उन्होंने ऐसा कर लिया है और वे निविदा प्रस्तुत करने में केवल भारतीय रिज़र्व बैंक द्वारा प्रदान की गई जानकारी पर निर्भर नहीं हैं। जानकारी इस आधार पर प्रदान की जाती है कि यह भारतीय रिज़र्व बैंक या उसके किसी प्राधिकरण या एजेंसियों या उनके किसी संबंधित अधिकारी, कर्मचारियों, एजेंटों या सलाहकारों पर बाध्यकारी नहीं है। भारतीय रिज़र्व बैंक के पास परियोजना के साथ आगे बढ़ने या परियोजना के विन्यास को बदलने या इस दस्तावेज़ में परिलक्षित समय सारिणी को बदलने या लागू होने वाली प्रक्रिया या पद्धति को बदलने का अधिकार सुरक्षित है। यह रुचि व्यक्त करने वाले किसी भी पक्ष के साथ मामले पर आगे चर्चा करने से इनकार करने का अधिकार भी सुरक्षित रखता है।

रुचि व्यक्त करने वाले व्यक्तियों या संस्थाओं को किसी भी प्रकार की लागत की कोई प्रतिपूर्ति नहीं की जाएगी।

भारतीय रिज़र्व बैंक, भोपाल
संपदा विभाग
भाग I - निविदा आमंत्रण सूचना
(केवल ई-प्रोक्योरमेंट द्वारा)
निविदा की अनुसूची

नोट: यह एक खुली निविदा पूछताछ है हालाँकि, केवल वे बोलीदाता/विक्रेता जो नीचे उल्लिखित पूर्व-योग्यता मानदंडों के अनुसार कार्य के लिए योग्य हैं, इस निविदा में भाग लेने के लिए पात्र हैं। बोलीदाताओं को सलाह दी जाती है कि वे प्रस्तुतिकरण के दौरान निविदा के लिए अपनी पात्रता के समर्थन में दस्तावेज़ जमा करें।

a. ई-निविदा सं.	**2026_RBI_286538_1**
b. निविदा की प्रणाली	CPPP ई-टेंडरिंग पोर्टल के माध्यम से दो-भागीय प्रणाली में ऑनलाइन ई-प्रोक्योरमेंट, जिसमें भाग I (तकनीकी-वाणिज्यिक बोली) और भाग II (मूल्य बोली) शामिल है: https://etenders.gov.in
c. डाउनलोड करने हेतु पार्टियों को एनआईटी उपलब्ध होने की तारीख	07 अगस्त 2026 को 12:00 बजे से 27 अगस्त 2026 को 18:00 बजे तक
d. बोली-पूर्व बैठक	03 सितम्बर 2026 को 15: 00 बजे Location - Estate Department, 5th Floor, Reserve Bank of India, Hoshangabad Road, Arera Hills, Bhopal
e. i) बयाना राशि (**Last date and time for receipt of EMD at RBI Bhopal)** ii) अनुमानित लागत iii) निविदा शुल्क	₹ 46,822/- **(सभी बोलीदाताओं द्वारा प्रस्तुत किया जाना है)** **14 सितम्बर 2026 को 10:00 बजे तक** Failure to do so will disqualify themselves from participating in the bid, on or before 10:00 Hrs on September 14, 2026. **₹ 23,41,120/-** (including GST) and a rebate (buy-back / scrap value) of ₹ ₹ 8,000/- निरंक
f. वेबसाइट https://etenders.gov.in पर ऑनलाइन तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई निविदा-शुरू होने की तिथि	4 सितम्बर 2026 को 11:00 बजे से

g. तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	14 सितम्बर 2026 को 10:00 बजे
h. भाग-I (अर्थात तकनीकी बोली) खुलने की तिथि और समय भाग-II मूल्य बोली : खुलने की तिथि और समय	15 सितम्बर 2026 को 11:30 बजे मूल्य बोली की सूचना अलग से दी जाएगी।
i. Eligibility Criteria	

Type of the bidders:	The bidders should be the **Original Equipment Manufacturers (OEMs) or Authorised Dealers / Resellers of the Original Equipment Manufacturers (OEMs)** of the type, makes & models of fire extinguishers specified herein. Bidders shall upload documentary evidence(s) in support of this Pre-Qualification / Eligibility Criterion, along with Part I (Techno-Commercial Bid) of the tender.
Composition of the firm / organization:	Details of registration of the bidding entity, whether Sole Proprietorship / Partnership Firm / Private Limited / Limited or Co-operative Body etc. (Name of the Registering Authority, Date, and Registration number, certificate from OEM etc.). Bidders should submit the requisite information in **Format 1**, annexed hereto and submit the same along with the following supporting documents: (i) Copy of Registration Certificate(s). (ii) Copy of the Articles of Association / Power of Attorney / other relevant documents. iii) Copy of PAN, TIN, Goods and Service Tax (G.S.T) Registration Certificates. (iv) Details of registration of labour along with EPF and ESI documents if any.
	The Bidder should have **valid Goods and Service Tax (G.S.T) registration.**
Experience:	i) The bidders should be the **Original Equipment Manufacturers (OEMs) / Authorised Dealers / Resellers of the Original Equipment Manufacturers (OEMs) of the type, makes / brands & models of fire extinguishers specified herein, having an experience of not less than 5 (five) years in supply and installation of portable fire extinguishers.** The bidders shall upload scanned copies documentary evidence in support of this Pre-Qualification / Eligibility Criterion **[not less than 05**

	(five) years of experience], i.e. documents as proof of supply and installation of the type, makes / brands and models of portable fire extinguishers done by the bidder, prior to June 30, 2021), along with Part I (Techno-Commercial Bid) of the tender. ii) The bidders should prepare the requisite information in the **Format 2** annexed hereto, indicating client-wise names of similar work(s)*, awarded and actual cost(s) of successfully completed works, due date of completion as stipulated in the contract / work order and actual date of completion etc. and should upload scanned copies of the along with scanned copies of the documentary evidence(s) as proof of minimum 5 years of experience of completed similar work(s)* viz. copies of detailed work order(s) for qualifying works indicating date of award, contract amount, time for completion of the work etc., and the corresponding completion certificate(s) indicating actual date of completion and actual value of similar work(s) * executed, issued by the client(s) for works executed for Government / Public Sector clients and copies of work order & work completion certificate / clients' report(s) along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for Private clients. Note: *Similar works means '**Supply and installation of Clean Agent type fire extinguishers.**
Minimum value of each successfully completed supply, during specified period:	**The bidders should have successfully completed supply and installation the specified type of fire extinguishers, during the last 05 (five) years ending June 30, 2026, from July 01, 2021, having value not less than any one of the following:** **03 (three) successfully completed works, each costing not less than ₹ 9,36,448/-.** **Or** **ii) 02 (Two) successfully completed works, each costing not less than ₹ 11,70,560/-** **Or** **iii) 01 (one) successfully completed work, costing not less than ₹ 18,72,896/-**

	The bidders shall upload documentary evidence in support of this Pre-Qualification / Eligibility Criterion, along with Part I (Techno-Commercial Bid) of the tender. **The bidders should prepare the information in the Format 3 annexed hereto and should upload scanned copy of the same along with scanned copies of the following documents as proof of having successfully completed similar work(s)* during the last 05 (five) years ending June 30, 2026, from July 01, 2021.** **Copies of detailed work order(s) for qualifying similar works* indicating date of award, contract amount, time for completion of the work, etc., and the corresponding completion certificate(s) indicating actual date of completion and actual value of similar work(s) executed , issued by the client(s) for works executed for Government / Public Sector clients and copies of work order and work completion certificate, along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for Private clients.** **Client certificate(s) for each of the qualifying similar work(s)* as per the Format 3A annexed hereto.** **Note: *Similar works means 'Supply and installation of Clean Agent type fire extinguishers.**
Annual financial turnover:	The bidders should have an annual financial turnover of not less **than ₹ 23,41,120/-** (Rupees twenty-three lakh forty-one thousand one hundred and twenty only), during the last 03 (three) consecutive Financial Years, ending on 31st March 2026. The bidders shall upload scanned copies of documentary evidence [copies of Balance Sheets, duly audited by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN)], in support of this Pre-Qualification / Eligibility Criterion, along with Part I (Techno-Commercial Bid) of the tender. The bidders should prepare the information in the Format 4 annexed hereto and upload scanned copies of the same, along with scanned copies of the following documents:

	(i) Copies of Audited financial statements / accounts of business of the bidder, duly certified by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN), indicating the turnover for financial years referred in the Format 4 annexed hereto. (ii) Copies of Income Tax Clearance Certificates / Income Tax Assessment Orders duly certified by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN), as a proof creditworthiness of the bidder.
Local service setup:	The bidders should have a **service set up in Bhopal** for rendering after sales service. The bidders shall upload scanned copy of the documentary evidence (copies of registration certificate, electricity bills, Telephone (landline) bills, rental agreements etc. in bidders' name), in support of this Pre-Qualification / Eligibility Criterion, along with Part I (Techno-Commercial Bid) of the tender.
Banker's certificate:	i) The bidders shall submit copies of their bankers' certificate, in the format provided as Annexure - IV herein below. Such certificate(s) shall be addressed to the tender inviting authority of the Reserve Bank of India and scanned copies of the same shall be uploaded along with Part I (Techno-Commercial Bid) of the tender. ii) Names and addresses of the bidders' bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) numbers, fax numbers etc., of the contact executives (i.e., the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished in the format provided as Format 5 herein below. The same shall be scanned and submitted along with Part I (Techno-Commercial Bid) of the tender.
Certification by Bureau of Standards (BIS).	i) The Original Equipment Manufacturers (OEMs) of the make & model of the product, for which the bidders have quoted their rate shall have Certification by the Bureau of Indian Standards (BIS). Authorised Dealers / Distributors should have valid Dealership / Distributorship Certificate issued by the Original Equipment Manufacturers (OEMs). ii) The make & model of the product for which the bidders have quoted their rate shall have Certification by the Bureau of Indian

	Standards (BIS) with relevant IS Code with Certification Marks Licence (CML) N. imprinted on each unit. iii) The bidders shall submit copies of documentary evidence in support of the Certification Marks License (CML) of the Original Equipment Manufacturer (OEM) for manufacturing of the specified type of fire extinguishers, conforming to IS 15683: 2018 of the Bureau of Indian Standards (BIS) and Certificate of Testing & inspection done as per IS 15683: 2018 of the Bureau of Indian Standards (BIS), along with Part (Techno-Commercial Bid) of the tender.

यदि ऊपर दर्शाई गई किसी तारीख को अवकाश घोषित कर दिया जाता है, तो अगला कार्य दिवस उसमें उल्लिखित संबंधित प्रयोजन के लिए प्रभावी तारीख मानी जाएगी।

उपरोक्त सभी पात्रता मानदंड कागजात के साथ मुहरबद्ध सभी पृष्ठ विधिवत हस्ताक्षरित निविदा सीपीपी पोर्टल पर अपलोड किया जाएगा और बैंक द्वारा इसके परीक्षण हेतु निविदा के भाग- I को खोलने के समय डाउनलोड किया जाएगा। इसके अलावा, बैंक द्वारा आगे की निविदा प्रक्रिया हेतु दस्तावेजों की मूल प्रति मांगे जाने पर ठेकेदार इसे प्रस्तुत करेगा।

ई-प्रॉक्यूरमेंट हेतु महत्वपूर्ण अनुदेश

बोलीदाताओं से अनुरोध है कि अपनी ऑनलाइन निविदा प्रस्तुत करने से पहले निविदा संबंधी नियम एवं शर्तों को पढ़ लें।

ई-टेंडर से संबंधित महत्वपूर्ण निर्देश:

यह RBI का एक ई-खरीद प्रक्रिया इवेंट है। ई-खरीद सेवा प्रदाता/ठेकेदार केंद्रीय सार्वजनिक खरीद पोर्टल (CPPP) है https://etenders.gov.in/eprocure/app

ई-टेंडर की प्रक्रिया: बोलीदाता मैनुअल किट होम पेज पर उपलब्ध है

1) नए बोलीदाता के लिए पंजीकरण: इस प्रक्रिया में CPP पोर्टल के साथ विक्रेता का निःशुल्क पंजीकरण शामिल है। https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page
2) किसी भी तकनीकी संबंधी प्रश्नों के लिए कृपया 24 x 7 हेल्प डेस्क नंबर 0120-4001 002, 0120-4001 005, 0120- 4493395 पर कॉल करें
3) ईमेल समर्थन: प्रकाशित टेंडरों से संबंधित किसी भी मुद्दे या स्पष्टीकरण के लिए, बोलीदाताओं से अनुरोध है कि वे संबंधित टेंडर आमंत्रण प्राधिकरण से संपर्क करें
4) तकनीकी - support-eproc@nic.in
5) नीति से संबंधित - cppp-doe@nic.in

संपर्क व्यक्ति (केवल कार्यालय के समय के दौरान):
1. श्री साबू एंटनी, सहा महाप्रबंधक (तकनीकी) - 0755-2519570
2. श्री शमसे आलम,प्रबंधक - 0755-2519598 (estatebhopal@rbi.org.in)

नोट:

1. अपलोड की गई निविदाओं/शुद्धिपत्र की जानकारी निविदा को अंतिम रूप देने की प्रक्रिया के दौरान ईमेल द्वारा भेजी जाएगी। इसलिए विक्रेताओं को यह सुनिश्चित करने की आवश्यकता है कि उनकी कॉर्पोरेट ईमेल आई.डी. सीपीपीपी के साथ विक्रेता के पंजीकरण के समय वैध और अद्यतन किया गया हो। विक्रेताओं से भी अनुरोध है कि वे अपने डीएससी (डिजिटल सिग्नेचर सर्टिफिकेट) की वैधता सुनिश्चित करें।

2. एनआईटी में उल्लिखित नियत तारीख और समय के बाद ई-निविदा का उपयोग नहीं किया जा सकता है।

3. **ई-निविदा में बोली लगाना:**

a) विक्रेताओं को ई-टेंडर में ऑनलाइन बोली लगाने के लिए आवश्यक ईएमडी (ईमानदारी धन जमा) जमा करना होगा।ईएमडी पर कोई ब्याज देय नहीं होगा। असफल विक्रेता (विक्रेताओं) की ईएमडी निविदा आमंत्रित करने वाले प्राधिकारी द्वारा वापस कर दी जाएगी।
b) इस प्रक्रिया में तकनीकी और वाणिज्यिक बोली प्रस्तुत करने के लिए इलेक्ट्रॉनिक बोली शामिल है।
c) ई-टेंडर प्रक्रिया के दौरान जमा की गई सभी इलेक्ट्रॉनिक बोलियां विक्रेता पर कानूनी रूप से बाध्यकारी होंगी। कोई भी बोली उस विक्रेता द्वारा प्रस्तुत वैध बोली मानी जाएगी और खरीदार द्वारा इसकी स्वीकृति से नियोक्ता और सफल बोलीदाता के बीच कार्य के निष्पादन के लिए एक बाध्यकारी अनुबंध बनेगा।
d) यह अनिवार्य है कि सभी बोलियां डिजिटल हस्ताक्षर प्रमाणपत्र के साथ जमा की जाएं, अन्यथा प्रणाली द्वारा उन्हें स्वीकार नहीं किया जाएगा।

e) विक्रेता को बैंक के प्रारूप के अनुसार सभी प्रमाणपत्र/दस्तावेज तकनीकी बोली के साथ अपलोड करने चाहिए। अन्यथा, टेंडर को रद्द माना जाएगा।
f) नियोक्ता को पूर्ण या आंशिक रूप से टेंडर को रद्द करने, अस्वीकार करने, स्वीकार करने, वापस लेने या बढ़ाने का अधिकार है, बिना किसी कारण के।
g) टेंडर दस्तावेज की शर्तों और नियमों में कोई भी विचलन स्वीकार्य नहीं है। किसी भी विक्रेता द्वारा ई-टेंडर में बोली जमा करना टेंडर के लिए शर्तों और नियमों के स्वीकरण की पुष्टि करता है। इस टेंडर से उत्पन्न किसी भी आदेश को उसमें उल्लिखित शर्तों और नियमों के अनुसार शासित किया जाएगा।
h) टेंडर आमंत्रित करने वाले प्राधिकरण को इस ई-टेंडर को रद्द करने या बोली जमा करने की अंतिम तिथि को बढ़ाने का अधिकार है, बिना किसी कारण के।
i) विक्रेताओं से अनुरोध है कि वे सरकार के नियमों के अनुसार जीएसटी कोट करें। कोट की गई दरों में कोई बदलाव स्वीकार नहीं किया जाएगा।

4. उपरोक्त सभी पात्रता मानदंड संबंधी दस्तावेज़ (सभी पृष्ठ विधिवत हस्ताक्षरित और मुहरबद्ध) को सीपीपीपी की साइट पर अपलोड किया जाएगा और इसे बैंक द्वारा परीक्षण हेतु निविदा के भाग-I को खोलने के समय डाउनलोड किया जाएगा। इसके अलावा, बैंक द्वारा आगे की निविदा प्रक्रिया हेतु दस्तावेजों की मूल प्रति मांगे जाने पर ठेकेदार इसे प्रस्तुत करेगा।

5. बैंक निविदाओं की कीमत बोली का मूल्यांकन करने से पहले उक्त रिपोर्टों का मूल्यांकन करेगा। यदि किसी निविदाकार को किसी भी समय निविदा प्रक्रिया में भाग लेने के लिए आवश्यक पात्रता नहीं पाई जाती है, तो बैंक के पास निविदा के भाग-I को खोलने के बाद भी उसके प्रस्ताव को अस्वीकार करने का अधिकार सुरक्षित है। बैंक ऐसा करने हेतु कोई कारण बताने के लिए बाध्य नहीं है।

6. बैंक न्यूनतम निविदा को स्वीकार करने के लिए बाध्य नहीं है और किसी भी निविदा को पूर्ण या आंशिक रूप से स्वीकार करने का अधिकार सुरक्षित रखता है। बैंक बिना कोई कारण बताए सभी निविदाओं को अस्वीकार करने का अधिकार सुरक्षित रखता है।

क्षेत्रीय निदेशक
भारतीय रिज़र्व बैंक
भोपाल

भारतीय रिज़र्व बैंक, संपदा विभाग, भोपाल

Reserve Bank of India, Estate Department, Bhopal.

Tender - Part I (Techno-Commercial Bid)

निविदा - भाग I (तकनीकी-व्यावसायिक बोली)

के लिए

For

मध्य प्रदेश के भोपाल में अरेरा हिल्स स्थित रिज़र्व बैंक ऑफ़ इंडिया के मुख्य कार्यालय परिसर में 'क्लीन एजेंट' प्रकार के अग्निशामक यंत्रों की आपूर्ति और इंस्टॉलेशन।

Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills Bhopal, Madhya Pradesh.

Date & time for Pre-bid Meeting:	**September 03, 2026, at 15:00 Hrs.**
Earnest Money Deposit (EMD):	**₹46,822/- (Rupees forty-six thousand eight hundred and twenty-two only).**
Due date & time for submission of the completed tender through CPP portal:	**On or before 10:00 Hrs on September 14, 2026, by all the intending bidders.**
Due date & time for opening of Part I (Techno-Commercial Bid) of the tenders:	**On or before September 15, 2026, 11:30 Hrs.**

DISCLAIMER.

The Reserve Bank of India, Estate Department, Bhopal (the Bank) has prepared this document to give background information about the tender for the work, to the intending bidders. Though, the Reserve Bank of India has taken due care in preparation of the information contained herein and believe it to be accurate, neither the Reserve Bank of India nor any of its authorities or agencies nor any of their officers, employees, agents or advisors give any warranty or make any representations, express or implies as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

2. The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so, and they do not rely only on the information provided by the Reserve bank of India in submitting the tender for the services under reference. The information is provided on the basis that it is non-binding on the Reserve Bank of India, any of its authorities, agencies, officers, employees, agents or advisors.

3. The Reserve Bank of India reserves the right to itself, to proceed / not with the work, to change the particulars in this tender document, to alter the timetable indicated in this document or to change the process or procedure to be applied. The Reserve Bank of India also reserves the right to itself, to decline any discussion on this matter further with any party expressing interest.

4. This document is neither a Letter of Offer, nor a contract, but an invitation for offer from interested parties, who are eligible as per the Pre-Qualification (PQ) / Eligibility Criteria stipulated herein and competent to undertake the work prescribed in this tender document. No contractual obligation on behalf of the Reserve Bank of India, whatsoever, which shall arise from the tendering process mentioned in this document, unless and until a formal contract is signed and executed by the duly authorized officers of the Reserve Bank of India and the successful bidder / contractor.

5. The Reserve Bank of India shall not be liable for any costs incurred by the intending bidders towards preparation and submission of this tender. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

Index.

1 Important information.

1.1 Notice Inviting Tenders (NIT) Notice / निविदा आमंत्रण सूचना (NIT).

The Regional Director, Reserve Bank of India, Estate Department, Bhopal, Madhya Pradesh - 462011, invites e-tenders in two parts: Part I (Techno-commercial Bid) and Part II (Price Bid), through CPPP e-tendering portal, from eligible parties for **'Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Madhya Pradesh'**.

a. E-tender No.:	**2026_RBI_286538_1**
b. Name of the work:	**Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh.**
c. Details of the authority inviting the Tenders.	Regional Director, Reserve Bank of India, Estate Department, Bhopal, Madhya Pradesh - 462011.
d. Estimated cost of the work.	**₹ 23,41,120/-** (**Rupees twenty three lakh forty one thousand one hundred and twenty only)**, including Goods and Service Tax (G.S.T) and a rebate (buy-back / scrap value) of **₹ 8,000/- (Eight thousand only)** for taking away the old fire extinguishers of different types, which are to be replaced with the new ones, in as is where is conditions, from the Bank's Main Office Premises.
e. Mode of Tender:	Online e-Procurement System in two-part system comprising Part I (Techno-Commercial Bid) and Part II (Price Bid) through CPPP e-tendering portal: https://etenders.gov.in Guidelines for e-tender has been provided as Annexure - I.
f. Period during which the Notice Inviting Tenders (NIT) & Tender Documents available to the intending bidders for viewing / downloading:	From 12:00 Hrs on **August 07, 2026**, to 18:00 Hrs on **August 27, 2026**.
g. * Date & venue of Pre-Bid Meeting.	Offline at 15:00 Hrs. **on September 03, 2026**, at Reserve bank of India, Estate Department, 5th Floor, Opposite to Hyper

	City, Hoshangabad Road, Arera Hills, Bhopal, Madhya Pradesh - 462011.
h. Earnest Money Deposit (EMD):	**₹ 46,822/- (Rupees forty-six thousand eight hundred and twenty-two only)** shall be remitted / submitted by all the intending bidders, in the mode prescribed herein Failure to the stipulated EMD will disqualify themselves from participating in the bidding process.
i. Due date and time for submission of Earnest Money Deposit (EMD):	On or before 10:00 Hrs on **September 14, 2026**.
j. Date for starting submission of online e-tenders - Part I (Techno-Commercial Bid) and Part II (Price Bid through CPPP e-tendering portal: https://etenders.gov.in	From 11:00 Hrs on **September 04, 2026**.
k. Date & time for submission of online e-tenders - Part I (Techno-Commercial Bid) and Part II (Price Bid through CPPP e-tendering portal:	**September 14, 2026. 10:00 Hrs.**
l. Date & time of opening of Part - I (Techno-commercial Bid) of the Tenders.	**September 15, 2026, 11.30 Hrs.**
m. Date & time of opening of Part - II (Price Bids) of the Tenders.	Will be communicated separately, by e-mail only to those bidders, who are found to be qualified by the Bank, after opening of Part I (Techno-Commercial Bids) of the tender and verification of the documents submitted in support of the Pre-Qualification / Eligibility Criteria, stipulated therein.

* To explain the scope of the work, other details pertaining to the tender and to clarify any issues / queries raised by the intending bidders, a Pre-Bid Meeting will be convened by the Bank, as per the date, time and venue specified herein. The bidders are advised to peruse the tender documents and submit any matter requiring clarification by e-mail to: estatebhopal@rbi.org.in, not later **17:00 Hrs. on September 02**, **2026**. If the intending bidders have any doubt as to the meaning of any provisions in the tender document or the scope of the work or any other matter concerning this tender, she / he / they shall in good time, before the scheduled date of the Pre-Bid Meeting, put forth the particulars thereof and submit them to the Bank, in writing, addressed to the tender inviting authority or by e-mail to: estatebhopal@rbi.org.in, in order that such doubts may be clarified authoritatively during the Pre-Bid Meeting and

shall be conveyed to all the bidders in due course. Once a tender is submitted, the matter will be decided according to the provisions in the tender document in the absence of such authentic pre-clarification(s). If any of the intending bidder(s), wishes to include any condition(s) while tendering, he / she / they shall submit the same before the Pre-Bid meeting to enable the Bank to examine / consider the same. Bank's decision in the matter shall be conveyed to all the bidders after the Pre-Bid Meeting but before the scheduled date of submission of the bids. All the bidders are advised to depute their authorized representatives to attend the Pre-Bid Meeting in their own interest. Any bid received with any deviation / condition is liable for rejection.

1.2 Guidelines for e-Procurement (Annexure - I).

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

Important Instructions Regarding E-tender

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

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

1) Registration for new bidder: The process involves vendor's registration with CPP portal which is free of cost. https://etenders.gov.in/eprocure/app?page=BiddersManualKit&service=page
2) For any technical related queries please call at 24 x 7 Help Desk Number 0120-4001 002 0120-4001 005 0120- 4493395
3) Email Support: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority
4) Technical - support-eproc@nic.in
5) Policy Related - cppp-doe@nic.in

Contact Persons (RBI - During Office Hours only):

1. Shri. Sabu Antony, AGM (Tech-Civil), Estate Department
   0755-2519570 / (estatebhopal@rbi.org.in)
2. Shri. Shamse Alam, Manager, Estate Department
   0755-2519598 / (shamsealam@rbi.org.in)
3. Shri. Bhupendra Bhoi, Assistant Manager, Estate Department
   0755-2519569 / (bhupendrabhoi@rbi.org.in)
4. Smt. Sonali Morey, Assistant Manager, Estate Department
   0755- 2519569 / (smorey@rbi.org.in)

Bidding in e-tender:

a) **Earnest Money Deposit (EMD)** for a sum of **₹ 46,822/- (Rupees forty-six thousand eight hundred and twenty-two only)** shall be remitted / submitted by all the intending bidders, on or before **10:00 Hrs on September 14, 2026**, to the bank account of Reserve Bank of India, Bhopal, by NEFT. Failure to remit / submit the stipulated EMD in the mode specified herein, before the due date and time will disqualify the bidders from participating in the bidding process, The account details for remittance of the EMD by NEFT are as follows:

Beneficiary Name: RBI BHOPAL
IFSC: RBIS0BLPA01 (0 refers to Zero)
Beneficiary account No: 186003001

Proof of remittance / submission with transaction number (scanned copy) shall be attached / uploaded.

The bidders are also advised to send the proof of remittance / submission of the stipulated EMD with transaction number (scanned copy) / scanned copy of the instrument / document to estatebhopal@rbi.org.in.

The bidders may also remit / submit the Earnest Money Deposit (EMD) in the form of an account payee Demand Draft (DD), drawn from a scheduled commercial bank, in favour of the Reserve Bank of India, Bhopal and payable at Bhopal or an irrevocable Bank Guarantee issued by a scheduled commercial bank, as per the proforma provided as Annexure - II, which shall be submitted to the Bank before **10:00 hrs on September 14, 2026**.
No interest will be paid on the EMD amount and the same will be returned to the unsuccessful bidders after issuing Supply Order to the L-1 / successful bidder and the EMD remitted / submitted by the L-1 / successful bidder will be returned after successful completion of the supply and fixing of the fire extinguishers in positions.

b) The process involves Electronic Bidding for submission of Part I (Techno-Commercial Bid) and Part II (Price Bid).

c) The bank reserves the right to cancel or reject or accept or withdraw the tender and or extend the period bidding in full or part, without assigning any reason thereof.

No deviation of the terms and conditions stipulated in the tender document is acceptable after opening of Part I (Techno-Commercial Bid) of the tender. Submission of bid in the e-tender floor by any bidder confirms her / his / their acceptance of the terms & conditions specified in the tender document. Any order resulting from this tender shall be governed by the terms and conditions mentioned herein. The tender inviting (the Bank) authority has the right to cancel this e-tender or extend the due date & time for submission of bid(s) without assigning any reasons thereof.

Vendors are requested to quote their rates excluding applicable Goods and Service Tax (G.S.T). The Goods and Service Tax (G.S.T) will be automatically added by the system. Thus, the final total amount shown in the system including the Goods and Service Tax (G.S.T) will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.

2 Form of tender.

To
Sujata Lal
Regional Director.
Reserve Bank of India
Estate Department,
Opposite to Hyper City,
Hoshangabad Road,
Arera Hills, Bhopal,
Madhya Pradesh - 462011.

Madam,

Having examined the specifications, designs and Schedule of Quantities (SOQ) relating to the supply of item, specified in the memorandum hereinafter set out and having visited and examined the site of supply, specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to supply, and install in positions, the fire extinguishers, including all accessories and fixtures specified in the said memorandum, within the time specified , in accordance and in all respects such as the specifications, Designs, Photos / Drawings (if any) etc., as provided herein and at the rates quoted by me / us in the Schedule of Quantities as part of Part II (Price-Bid) and instructions in writing referred to in the Articles of Agreement, Special Conditions, Schedule of Quantities and General Conditions of Contract, Annexures and with such materials as are provided herein, by and in all other respects in accordance with such conditions so far as they may be applicable.

Memorandum.

(a)	Name of the work:	**Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh**.
(b)	Estimated cost of the work:	**₹23,41,120/- (Rupees twenty three lakh forty one thousand one hundred and twenty only),** including Goods and Service Tax (G.S.T) and a rebate (buy-back / scrap value) of **₹8,000/- (Eight thousand only)** for taking away the old fire extinguishers of different types, which are to be replaced with the new ones, in as is where is conditions, from the Bank's Main Office Premises.
(c)	Earnest Money Deposit (EMD):	**₹46,822/- (Rupees forty-six thousand eight hundred and twenty-two only)** shall be remitted / submitted by all the intending bidders, on or before **10:00 Hrs on September 14, 2026**. Those bidders, who fail to remit / submit the EMD stipulated, in the mode stipulated herein

		will disqualify themselves from participating in the bidding process.
(d)	Date of commencement:	Within **10 days** from the date of issue of written Supply Order.
(e)	Time for completion of the supply and installation:	**21 Days**, which shall be reckoned from the 10th day of issue of formal written Supply Order.
(f)	Liquidated Damages (LD) for delay in completion of the work, beyond the stipulated time:	0.25 % of the 'Contract Amount' per week, subject to a ceiling of 10% of the 'Contract Amount'.
(g)	Defects Liability Period (DLP):	From the date of successful completion of the supply and installation of all the fire extinguishers.

2. I / 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 (Techno-Commercial Bid) of the tender and this period of validity may be extended for such period as may be mutually agreed between the Bank and me / us in writing. I / We also agree to keep the bank guarantee towards Earnest Money Deposit (EMD), valid during the entire period of validity of tender, as per enclosed proforma.

3. Should this tender be accepted, I / We hereby agree to abide by and fulfil all the terms and conditions of the tender and in the event of any default thereof, to forfeit and pay to the Bank or its successors, or assignees or nominees such sums of money as are stipulated in the conditions contained herein together with the written acceptance of the tender.

4. I / We understand that the Bank reserves the right to accept or reject any or all the tender(s) either in full or in part without assigning any reason therefor. I / We have remitted / submitted the Earnest Money Deposit (EMD) for a sum of **₹ 46,822/- (Rupees forty-six thousand eight hundred and twenty-two only)** in the mode stipulated herein, along with Part I (Techno-Commercial Bid) of our tender, with Reserve Bank of India, Bhopal, which amount is not to bear any interest. Should I / We fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by the Reserve Bank of India.

5. The Tender is submitted / uploaded in two parts. Part I (Techno-commercial Bid) containing all commercial terms and conditions, technical particulars and Part II (Price Bid) containing the Schedule of Quantities and price in the Bank's proforma.

6. Our bankers are (full address):

i)	
ii)	

7. The names of partners of our firm are:

i)	
ii)	
Name & designation of the partner of the firm authorized to sign:	
Or	
Name of person having Power of Attorney to sign the documents / contract (certified true copy of the Power of Attorney should be attached.	

Yours faithfully,

Signature of the authorised signatory of the bidding entity with seal:

3 Articles of Agreement.

यह करार वर्ष 2026 को __________________तारीख को भोपाल में, प्रथम पक्षकार भारतीय रिज़र्व बैंक जिसका मुख्य कार्यालय मुम्बई में है (जिसे आगे बैंक / नियोक्ता कहा जाएगा) तथा द्वितीय पक्षकार मेसर्स ___________________________ जिसका पंजीकृत कार्यालय _____________________ में स्थित है (जिसे आगे ठेकेदार कहा जाएगा) के बीच किया जाता है।

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

जबकि नियोक्ता, **'मध्य प्रदेश के भोपाल में अरेरा हिल्स स्थित रिज़र्व बैंक ऑफ़ इंडिया के मुख्य कार्यालय परिसर में 'क्लीन एजेंट' प्रकार के अग्निशामक यंत्रों की आपूर्ति और इंस्टॉलेशन'** से संबन्धित कार्य करवाने का इच्छुक है और उसने निर्धारित कार्य की ड्राइंग, विशिष्टताओं और परिमाणों की सूची आमंत्रित की है। तथा जबकि संख्या ____________ से ___________ तक की उक्त ड्राइंग, विशिष्टताओं, और परिमाणों की सूची के संबंध में पार्टियों या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of taking up the **'Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh',** (hereinafter called 'the said work') and has caused drawings, specifications and schedule of quantities describing the work to be done. AND WHEREAS the said drawings from Numbers _____ to_____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

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

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 described in the said Specifications and included in the Schedule of quantities at the respective rates therein set forth, amounting to the sum as therein arrived at or such other sum as shall become payable there under (hereinafter referred to as 'the said Contract Amount').

अब दोनों पक्ष पारस्परिक रूप से इस पर निम्नानुसार सहमत हैं :
NOW IT IS HEREBY AGREED AS FOLLOWS:

उक्त संविदा के संबंध में भुगतान समय पर और संविदा की उक्त शर्तों के अनुसार किया जाना है, ठेकेदार उक्त शर्तों के अधीन उक्त विशिष्टताओं तथा परिमाणों की अनुसूची में वर्णित कार्य को निष्पादित करेगा और पूरा करेगा।
In consideration of the said Contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall, upon and subject to the said conditions, execute and complete the work described in the said specifications and the schedule of quantities.

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

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

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

The term 'Architect' in the said conditions shall mean Bank's Engineer, Reserve Bank of India, Bhopal 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 persons subsequently appointed to be architect under this Contract shall be entitled to disregard or overrule any previous decisions or approval or direction given or expressed in writing by the architect for the time being.

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

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

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

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

2.5. मूल निविदा दस्तावेज के साथ यहां उल्लिखित करार और दस्तावेज और बैंक द्वारा उक्त प्रणाली के रखरखाव हेतु ठेकेदार को भविष्य में जारी किए जानेवाले सभी व्यापक वार्षिक रखरखाव अनुबंध कार्य आदेश इस अनुबंध का आधार होंगे, जो निविदा दस्तावेज में किए गए उल्लेख के अनुसार मान्य रहेंगे।

The agreement and documents mentioned herein along with original tender document, Appendix and Annexures, work orders that would be issued by the Bank to the Contractor for the said work shall form the basis of this Contract which will be valid as mentioned in the tender document.

2.6. यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही कार्य का एक हिस्सा है, बल्कि यह **'मध्य प्रदेश के भोपाल में अरेरा हिल्स स्थित रिज़र्व बैंक ऑफ़ इंडिया के मुख्य कार्यालय परिसर में 'क्लीन एजेंट' प्रकार के अग्निशामक यंत्रों की आपूर्ति और इंस्टॉलेशन'** से संबन्धित कार्य हेतु एक संविदा है, जिसके लिए दर अनुसूची में निहित दरों/ राशि और संभाव्य मात्रा अथवा उक्त शर्तों में प्रदत मात्रा के अनुरूप भुगतान किया जाएगा।

This Contract is neither a fixed lump sum contract nor a piece work but is a contract to carry out the work in respect of provision of '**Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh'**, to be paid for at the rates / amount contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

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

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

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

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

2.9 समय को इस अनुबंध का सार माना जाएगा और ठेकेदार उक्त शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने की तारीख से 10 दिनों के भीतर काम शुरू करने के लिए सहमत है और कार्य आदेश जारी होने के 10वें दिन से 21 दिनों के भीतर पूरा काम पूरा करेगा, फिर भी ऐसे फॉर्म (यानी समझौते के विलेख के माध्यम से या पत्रों/ईमेल के आदान-प्रदान द्वारा) द्वारा लिखित रूप में समय के विस्तार के प्रावधानों के अधीन, जैसा कि पार्टियों द्वारा पारस्परिक रूप से तय किया जा सकता है, ऐसा न करने पर नियोक्ता उक्त शर्तों के अनुसार निश्चित हर्जाना वसूलने का हकदार होगा।

Time shall be considered as the essence of this Contract and the Contractor hereby agrees to commence the work within 10 days from the date of issue of work order/ letter of acceptance as provided for in the said conditions and shall complete the entire work within 21 days from the 10th day of issue of work order subject nevertheless to the provisions for extensions of time in writing by such form (i.e.by way of a deed of agreement or by exchange of letters/email) as may be mutually decided by the parties, failing which the employer shall be entitled to recover liquidated damages as per the said conditions.

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

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

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

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

2.12. यह कि इस संविदा के सभी भागों को ठेकेदार द्वारा पढ़ लिया गया है और पूरी तरह से समझ लिया गया है। ठेकेदार निविदा में दी गई मात्रा से अधिक मात्रा के लिए भुगतान का हकदार नहीं होगा जब तक कि बैंक के इंजीनियर से विशिष्ट लिखित निर्देशों द्वारा आदेश न दिया जाए।

That all parts of this Contract have been read by the Contractor and fully understood by the Contractor. The contractor shall not be entitled for the payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the Bank's Engineer.

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

- अन्तरिम प्रमाण-पत्र हेतु कार्यों का मूल्य - **पूर्ण और अंतिम बिल**
- बिल का निपटान कार्य स्थल को मलबे से मुक्त करने और नियोक्ता की संतुष्टि के अनुरूप काम पूरा होने पर दीवारों, फर्श, सड़क आदि को हुए किसी भी नुकसान को ठीक करने के बाद किया जाएगा।
- भुगतान से 5% प्रतिधारण राशि काट ली जाएगी |

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

- Value of works for interim certificates- **Full and final bill.**
- Settlement of bill shall be made after leaving the site free from debris and after making good, to the satisfaction of the Bank of any damages done to walls, floors, roads etc., on completion of work to the satisfaction of the Employer.
- 5% Retention money shall be deducted from payment

2.14 **परिनिर्धारित हर्जाना: 'समय'** को इस ठेके का मूल आधार समझा जाएगा। आपूर्ति आदेश जारी होने के 10वें दिन से 21 दिनों के भीतर संपूर्ण किया जाना है, जिसमें विफल होने पर निर्धारित अवधि के पश्चात स्वीकृत निविदा राशि के 0.25 % प्रति सप्ताह की दर से परिनिर्धारित हर्जाना लगाया जाएगा, जिसकी ऊपरी सीमा अनुबंध राशि का 10%होगी। किसी भी खंडित अवधि के विलंब को एक सप्ताह के विलंब के रूप में माना जाएगा और तदनुसार परिनिर्धारित हरजाना लगाया जाएगा |

Liquidated Damages: '**Time'** is the essence of this contract. The supply, assembling and placing all the fire extinguishers in positions shall be completed within 21 days from the 10th day of issue of work order, failing which liquidated damages at a rate of 0.25% of accepted tender amount (supply order value), per week of delay beyond the stipulated period with an upper ceiling of 10% of the contract amount, will be levied. Any broken period delay will be considered as delay of one week and accordingly liquidated damages shall be levied.

2.15 जिएफआर 2017 के नियम 144 (xi) का प्रावधान: सार्वजनिक खरीद प्रभाग, व्यय विभाग, वित्त मंत्रालय, भारत सरकार द्वारा जारी 23 जुलाई, 2020 के कार्यालय ज्ञापन (ओएम) एफ.सं.6/18/2019-पीपीडी के तहत शामिल किए गए 2017 के नियम 144 (xi) के अनुपालन स्वरूप जारी सार्वजनिक खरीद आदेश, और उसके बाद के संशोधन अनिवार्य रूप से लागू होंगे।
इस संबंध में, बोलीदाता अनुबंध-III में दिए गए प्रारूप में अधिकृत हस्ताक्षरकर्ता द्वारा अपने पत्र-शीर्ष पर मुहर सहित विधिवत हस्ताक्षरित वचनबद्धता/घोषणा/प्रमाण पत्र की एक प्रति प्रस्तुत करेगा। यदि बोलीदाता द्वारा जमा किया गया वचनबद्धता/घोषणा/प्रमाण पत्र गलत पाया जाता है, तो उसका/उसकी/निविदा/कार्य आदेश तत्काल समाप्त कर दिया जाएगा, और बयाना राशि/प्रदर्शन बैंक गारंटी/प्रतिभूति जमा राशि को जब्त करने सहित विधि सम्मत कानूनी कार्रवाई की जाएगी और बैंक भविष्य में बैंक द्वारा आमंत्रित निविदाओं में भाग लेने से बोलीदाता को वंचित कर सकता है।

Provision of Rule 144 (xi) of the GFR 2017: Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No.6/18/2019-PPD dated July 23, 2020, issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.
In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annexure -III. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee /

Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

2.16. **गैर प्रकटीकरण खंड Non-disclosure clause:**

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

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system/equipment's etc. which may come to the profession or knowledge of the contractor during the course of discharging its contractual obligations in connection with the agreement, to any third party and shall at all times hold the same in strictest confidence. The contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The contractor shall not publish, permit to be 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.

2.17. **यौन उत्पीड़न खंड Sexual harassment Clause:**

क) ठेकेदार "कार्यस्थलों पर महिलाओं का यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013" के प्रावधानों का पूर्ण अनुपालन करने के लिए पूरी तरह जिम्मेदार होंगे। बैंक के परिसर के भीतर अपने कर्मचारी के खिलाफ यौन उत्पीड़न की किसी भी शिकायत के मामले में शिकायत संविदाकार/एजेंसी द्वारा गठित

शिकायत समिति के समक्ष दायर की जाएगी संविदाकार/एजेंसी उक्त शिकायत के संबंध में अधिनियम के अंतर्गत समुचित कार्रवाई सुनिश्चित करेगा।

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

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

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

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

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

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

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

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

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

2.18. अप्रत्याशित घटना Force Majeure:

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

से अधिक हो जाती है, तो पार्टी जिसकी कार्य निष्पादन क्षमता प्रभावित नहीं हुई है, लिखित सूचना देते हुए इस करार को निरस्त कर सकती है।

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

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

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

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

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

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

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

a. एक खरीद प्रक्रिया में अनुचित लाभ या अन्यथा खरीद प्रक्रिया को प्रभावित करने के बदले प्रत्यक्ष या अप्रत्यक्ष रूप से प्रस्ताव, याचना या रिश्वत, इनाम या उपहार या किसी भी भौतिक लाभ की स्वीकृति।

b. कोई भी चूक या गलत बयानी जो गुमराह कर सकती है या गुमराह करने का प्रयास कर सकती है ताकि वित्तीय या अन्य लाभ प्राप्त किया जा सके, या किसी दायित्व से बचा जा सके।
c. किसी भी मिलीभगत, बोली में हेराफेरी या प्रतिस्पर्धा-विरोधी व्यवहार जो पारदर्शिता, निष्पक्षता और खरीद प्रक्रिया की प्रगति को बाधित कर सकता है।
d. खरीद प्रक्रिया में या व्यक्तिगत लाभ के लिए अनुचित लाभ प्राप्त करने के इरादे से खरीदकर्ता इकाई द्वारा बोलीदाता को प्रदान की गई जानकारी का अनुचित उपयोग।
e. निविदा या अनुबंध की निष्पादन प्रक्रिया से संबंधित बोलीदाता और खरीद इकाई के किसी भी अधिकारी के बीच कोई वित्तीय या व्यावसायिक लेनदेन, जो प्रत्यक्ष या अप्रत्यक्ष रूप से खरीद इकाई के निर्णय को प्रभावित कर सकता है।
f. खरीद प्रक्रिया को प्रभावित करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से, किसी भी हिस्से या उसकी संपत्ति को नुकसान पहुंचाने या नुकसान पहुंचाने के लिए कोई जबरदस्ती या कोई खतरा।
g. खरीद प्रक्रिया की किसी भी जांच या लेखा परीक्षा में बाधा।
h. किसी निविदा प्रक्रिया में भाग लेने या अनुबंध सुरक्षित करने के लिए झूठी घोषणा करना या झूठी जानकारी प्रदान करना।
i. हितों के टकराव का खुलासा करने में विफल
j. पिछले तीन वर्षों के दौरान भारत या किसी अन्य देश में किसी भी सार्वजनिक संस्थान / संस्था के साथ उपखंड के प्रावधानों के संबंध में किए गए किसी भी पिछले उल्लंघन का खुलासा करने में विफल रहा या किसी सार्वजनिक खरीद संस्थान / संस्था द्वारा प्रतिबंधित किया गया।

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

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

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

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:
a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
f. any coercion or any threat to impair or harm directly or indirectly, any part or its property to influence the procurement process.
g. obstruction of any investigation or auditing of a procurement process.
h. making false declaration or providing false information for participation in a tender process or to secure a contract.
i. failed to disclose conflict of interest.
j. failed to disclose any previous transgressions made in respect of the provisions of sub clause with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

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

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

2.21 दोष दायित्व अवधि के दौरान जुर्माना - ₹500/- प्रति दिन, यदि सूचना के 02 कार्यदिवस के भीतर दोष को ठीक करने का कार्य शुरू नहीं किया जाता है, अधिकतम ₹5000/- प्रति घटना।
Penalty during Defect Liability Period - ₹ 500/- per day, if work for rectification of defect is not started within 02 working days of intimation subject to maximum of ₹ 5,000/- per instance.

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

किया जाएगा। यदि एकल मध्यस्थ की नियुक्ति पर कोई समझौता नहीं हो पाता है, तो दोनों पक्ष अपनी ओर से एक-एक व्यक्ति को मध्यस्थ के रूप में नामित करेंगे। पार्टियों द्वारा नामित दो मध्यस्थ तीसरे मध्यस्थ के रूप में कार्य करने के लिए एक और व्यक्ति को नामित करेंगे।
मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, के पास किसी भी प्रमाण पत्र, राय, निर्णय, मांग या नोटिस को खोलने, समीक्षा करने और संशोधित करने की शक्ति होगी, अपवादित मामलों के संबंध में छोड़कर, पूर्ववर्ती खंड में संदर्भित, और निर्धारित करने के लिए विवाद के सभी मामले जो मध्यस्थता के लिए प्रस्तुत किए जाएंगे और जिनमें से पूर्वोक्त के रूप में नोटिस दिया जाएगा। मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, एक वर्ष के भीतर अपना निर्णय देगा (या ऐसा आगे बढ़ाया गया समय जैसा कि उसके द्वारा तय किया जा सकता है या पार्टियों की सहमति से मामला हो सकता है) की तारीख से संदर्भ में प्रवेश। यदि मध्यस्थता की कार्यवाही के दौरान पक्ष परस्पर अपने विवाद या मतभेद को सुलझा लेते हैं या समझौता कर लेते हैं, तो पार्टियों द्वारा समझौते या समझौते का संयुक्त ज्ञापन दाखिल करने पर, मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, इस तरह के समझौते के संदर्भ में एक निर्णय देगा ।
इस तरह के किसी भी संदर्भ पर, संदर्भ और पुरस्कार के लिए आकस्मिक लागत पर निर्णय क्रमशः मध्यस्थ या मध्यस्थों के विवेक पर होगा, जो उस राशि का निर्धारण कर सकते हैं या पार्टी के बीच उस पर कर लगाने का निर्देश दे सकते हैं। और पार्टी, और किसके द्वारा और किस तरीके से वहन और भुगतान किया जाएगा। इस निवेदन को भारतीय मध्यस्थता और सुलह अधिनियम, 1996 या उसके किसी भी वैधानिक संशोधन के अर्थ के भीतर मध्यस्थता के लिए प्रस्तुत करना माना जाएगा।
मध्यस्थ या मध्यस्थों का निर्णय, जैसा भी मामला हो, अंतिम और पार्टियों के लिए बाध्यकारी होगा। यह सहमति है कि ठेकेदार ऐसे किसी भी मामले, प्रश्न या विवाद को मध्यस्थता के लिए भेजे जाने के कारण कार्यों को पूरा करने में देरी नहीं करेगा, लेकिन सभी उचित परिश्रम के साथ कार्यों को आगे बढ़ाएगा और मध्यस्थ या मध्यस्थों के निर्णय तक करेगा , जैसा भी मामला हो, दिया जाता है, बैंक के निर्णय का पालन करें। मध्यस्थ या मध्यस्थों का कोई भी निर्णय, जैसा भी मामला हो, ठेकेदार को कार्यों के वास्तविक निष्पादन के संबंध में बैंक के निर्देशों का सख्ती से पालन करने के अपने दायित्वों से मुक्त नहीं करेगा। नियोक्ता और ठेकेदार इस बात से भी सहमत हैं कि इस खंड के तहत मध्यस्थता अनुबंध के तहत कार्रवाई के किसी भी अधिकार के लिए एक पूर्व शर्त होगी। मध्यस्थता का स्थान भोपाल, भारत होगा।

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

arbitrators nominated by the parties shall nominate one more person to function as third arbitrator.
The Arbitrator or Arbitrators shall have power to open, review and revise any certificate, opinion, decision, requisition or notice, save regarding the excepted matters, referred to in the preceding clause, and to determine all matters to dispute which shall be submitted to arbitration and of which notice shall have been given as aforesaid.
The Arbitrator or Arbitrators shall make his or their award within one year (or such further extended time as may be decided by him or them with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle or compromise their dispute or difference, on the parties filing their joint memorandum of the settlement or compromise, the Arbitrator or the Arbitrators as the case may be, shall make an award in terms of such settlement or compromise.

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

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

यदि ठेकेदार एक कंपनी हो If the Contractor is a company	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को इस करार को निष्पादित करने हेतु नियोक्ता और ठेकेदार दोनों ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से मुहर सहित हस्ताक्षर किया है तथा इसे दो प्रतियों में तैयार किया गया है। 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

हस्ताक्षर खंड
Signature Clause:

भारतीय रिज़र्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।
SIGNED AND DELIVERED by the Reserve Bank of India by the hand of

……………………………………………………………
(नाम और पदनाम)**/(Name and designation)**

……………………………………………………………

……………………………………………………………
की उपस्थिती में**/in the presence of**

(1)

(नाम और पदनाम)
(Name & Designation)
संपदा विभाग
Estate Department
भारतीय रिज़र्व बैंक,भोपाल कार्यालय
Reserve Bank of India, Bhopal (गवाह/witness)
(2)

(नाम और पदनाम)
(Name & Designation)
संपदा विभाग
Estate Department
भारतीय रिज़र्व बैंक,भोपाल कार्यालय
Reserve Bank of India, Bhopal (गवाह/Witness)

द्वारा हस्ताक्षरित और सुपुर्द SIGNED AND DELIVERED BY

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

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

निम्न की उपस्थिती में In the present of:

(1)

पता/Address: -------------------------

-- **(गवाह/Witness)**

(2)

पता/Address: -------------------------

-- **(गवाह/Witness)**

नोट Note:

बैंक, ठेकेदार के साथ करार करने से पहले करार की शर्तों में संशोधन करने का अधिकार सुरक्षित रखता है।
Bank reserves the right to modify the contents of the Articles of the Agreement before the agreement is entered with the contractor.

4 Instructions to Bidders.

E-tenders comprising duly filled in Part I (Techno-Commercial Bid) and Part II (Price Bid) of the tender should be uploaded in CPPP website under RBI Portal for the work of **'Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh'** not later than **10:00 Hrs on September 14, 2026.**

The bidder who fulfils the following **Pre-Qualification / Eligibility Criteria** shall be eligible to participate in the e-tendering process. The Part II (Price Bid) of those bidders who do not fulfill the following 'Pre-Qualification / Eligibility Criteria' and have not submitted the requisite Earnest Money Deposit (EMD), will not be considered for opening.

Type of the bidders:	The bidders should be the **Original Equipment Manufacturers (OEMs) or Authorised Dealers / Resellers of the Original Equipment Manufacturers (OEMs)** of the type, makes & models of fire extinguishers specified herein. Bidders shall upload documentary evidence(s) in support of this Pre-Qualification / Eligibility Criterion, along with Part I (Techno-Commercial Bid) of the tender.
Composition of the bidding entity:	Details of registration of the bidding entity, whether Sole Proprietorship / Partnership Firm / Private Limited / Limited or Co-operative Body etc. (Name of the Registering Authority, Date, and Registration number, certificate from OEM etc.). Bidders should submit the requisite information in **Format 1**, annexed hereto and submit the same along with the following supporting documents: (i) Copy of Registration Certificate(s). (ii) Copy of the Articles of Association / Power of Attorney / other relevant documents. iii) Copy of PAN, TIN, Goods and Service Tax (G.S.T) Registration Certificates. (iv) Details of registration of labour along with EPF and ESI documents if any.
	The Bidder should have **valid Goods and Service Tax (G.S.T) registration**.
Experience:	i) The bidders should be the **Original Equipment Manufacturers (OEMs) / Authorised Dealers / Resellers of the Original Equipment Manufacturers (OEMs) of the type, makes / brands & models of fire extinguishers specified herein, having an experience of not less than 5 (five) years in supply and installation of portable fire extinguishers**. The bidders shall upload scanned copies documentary evidence in support of this Pre-Qualification / Eligibility Criterion **[not less than 05 (five) years of experience], i.e. documents as proof of**

	supply and installation of the type, makes / brands and models of portable fire extinguishers done by the bidder, prior to June 30, 2021), along with Part I (Techno-Commercial Bid) of the tender. ii) The bidders should prepare the requisite information in the **Format 2** annexed hereto, indicating client-wise names of similar work(s)*, awarded and actual cost(s) of successfully completed works, due date of completion as stipulated in the contract / work order and actual date of completion etc. and should upload scanned copies of the along with scanned copies of the documentary evidence(s) as proof of minimum 5 years of experience of completed similar work(s)* viz. copies of detailed work order(s) for qualifying works indicating date of award, contract amount, time for completion of the work etc., and the corresponding completion certificate(s) indicating actual date of completion and actual value of similar work(s) * executed, issued by the client(s) for works executed for Government / Public Sector clients and copies of work order & work completion certificate / clients' report(s) along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for Private clients. **Note:** *Similar works means **'Supply and installation of Clean Agent type fire extinguishers.**
Minimum value of each successfully completed work, during specified period:	**The bidders should have successfully completed supply and installation the specified type of fire extinguishers, during the last 05 (five) years ending June 30, 2026, from July 01, 2021, having value not less than any one of the following:** **i) 03 (three) successfully completed works, each costing not less than ₹ 9,36,448 /-.** **Or** **ii) 02 (Two) successfully completed works, each costing not less than ₹ 11,70,560/-** **Or** **iii) 01 (one) successfully completed work, costing not less than ₹ 18,72,896/-** **The bidders shall upload documentary evidence in support of this Pre-Qualification / Eligibility Criterion, along with Part I (Techno-Commercial Bid) of the tender.** **a) The bidders should prepare the information in the Format 3 annexed hereto and should upload scanned copy of the same along with scanned copies of the following documents as proof of having successfully completed similar work(s)* during the last 05 (five) years ending June 30, 2026, from July 01, 2021.**

	b) Copies of detailed work order(s) for qualifying similar works* indicating date of award, contract amount, time for completion of the work, etc., and the corresponding completion certificate(s) indicating actual date of completion and actual value of similar work(s) executed , issued by the client(s) for works executed for Government / Public Sector clients and copies of work order and work completion certificate, along with Tax Deducted at Source (TDS) certificate(s) issued by the client(s) for works executed for Private clients. **c) Client certificate(s) for each of the qualifying similar work(s)* as per the Format 3A annexed hereto.** **Note: *Similar works means 'Supply and installation of Clean Agent type fire extinguishers.**
Annual financial turnover:	The bidders should have an annual financial turnover of not less **than ₹ 23,41,120/-** (Rupees twenty-three lakh forty-one thousand one hundred and twenty only), during the last 03 (three) consecutive Financial Years, ending on 31st March 2026. The bidders shall upload scanned copies of documentary evidence [copies of Balance Sheets, duly audited by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN)], in support of this Pre-Qualification / Eligibility Criterion, along with Part I (Techno-Commercial Bid) of the tender. The bidders should prepare the information in the Format 4 annexed hereto and upload scanned copies of the same, along with scanned copies of the following documents: (i) Copies of Audited financial statements / accounts of business of the bidder, duly certified by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN), indicating the turnover for financial years referred in the Format 4 annexed hereto. (ii) Copies of Income Tax Clearance Certificates / Income Tax Assessment Orders duly certified by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN), as a proof creditworthiness of the bidder.
Local service setup:	The bidders should have a **service set up in Bhopal** for rendering after sales service. The bidders shall upload scanned copy of the documentary evidence (copies of registration certificate, electricity bills, Telephone (landline) bills, rental agreements etc. in bidders' name), in support of this Pre-Qualification / Eligibility Criterion, along with Part I (Techno-Commercial Bid) of the tender.

Banker's certificate:	i) The bidders shall submit copies of their bankers' certificate, in the format provided as Annexure - IV herein below. Such certificate(s) shall be addressed to the tender inviting authority of the Reserve Bank of India and scanned copies of the same shall be uploaded along with Part I (Techno-Commercial Bid) of the tender. ii) Names and addresses of the bidders' bankers along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) numbers, fax numbers etc., of the contact executives (i.e., the persons who can be contacted at the office of their bankers by the Bank, in case it is so needed) should be furnished in the format provided as Format 5 herein below. The same shall be scanned and submitted along with Part I (Techno-Commercial Bid) of the tender.
Certification by the Bureau of Indian Standards (BIS).	i) The Original Equipment Manufacturers (OEMs) of the make & model of the product, for which the bidders have quoted their rate shall have Certification by the Bureau of Indian Standards (BIS). Authorised Dealers / Distributors should have valid Dealership / Distributorship Certificate issued by the Original Equipment Manufacturers (OEMs). ii) The make & model of the product for which the bidders have quoted their rate shall have Certification by the Bureau of Indian Standards (BIS) with relevant IS Code with Certification Marks Licence (CML) N. imprinted on each unit. iii) The bidders shall submit copies of documentary evidence in support of the Certification Marks License (CML) of the Original Equipment Manufacturer (OEM) for manufacturing of the specified type of fire extinguishers, conforming to IS 15683: 2018 of the Bureau of Indian Standards (BIS) and Certificate of Testing & inspection done as per IS 15683: 2018 of the Bureau of Indian Standards (BIS), along with Part (Techno-Commercial Bid) of the tender.

2. The Bank discourages stipulation of any additional condition(s) by the bidders. However, in case the bidders wish to include any condition(s), it shall be addressed as a special remark. The condition(s), if any will be examined separately and after discussions with all the bidders, the condition(s) that are acceptable to the Bank will be intimated to the bidders.

3. Part I (Techno-Commercial Bids) of the tenders will be opened at **11:30 hrs on September 15, 2026**. After due scrutiny of Part-I (Techno-Commercial bids) of the tenders by the Bank, Part II (Price bids) of those bidders fulfilling the 'Pre-Qualification / Eligibility Criteria' stipulated herein and found to be eligible by the Bank to participate in the bidding process, will be opened on a subsequent date, which will be intimated to those bidders found to be eligible by the Bank, only by e-mail.

4. Bids shall remain valid for acceptance by the Bank for a period of 03 (three) months, from the date of opening of Part I (Techno-Commercial Bids) of the tender, which period

may be extended by mutual agreement and the bidders shall not cancel or withdraw their bids during this period.

5. Digital Signatures may be used to submit the bids and get acquaintance with the General Conditions of Contract, Specifications, Special Conditions etc., as laid down.

6. If any of the required document is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in the rate or conditions, after opening of the tender will be entertained.

7. **Earnest Money Deposit (EMD)**:

   (i) **₹ 46,822/- (Rupees forty-six thousand eight hundred and twenty-two only) shall be remitted / submitted by all the intending bidders. Failure by the bidders to remit / submit the EMD in the mode stipulated herein, on or before 10:00 Hrs on September 14, 2026, will disqualify themselves from participating in the bidding process.** EMD received after the said date and time will not be considered.

   (ii) Tenders, which is not accompanied by the proof for remittance of Earnest Money Deposit (EMD) or vice-versa, shall be treated as non-bonafide tenders and will be summarily rejected by the Bank. Earnest Money Deposit (EMD), remitted / submitted by the unsuccessful bidders will be returned, without any interest, after issue of work order to the successful bidder.

8. The Earnest Money Deposit (EMD) remitted / submitted by the successful bidder shall be forfeited if they fail to supply and install the fire extinguishers as per the work order, within the prescribed time limit.

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

10. On receipt of written intimation from the Bank about the acceptance of the bid, the successful bidder shall be bound to implement the formal contract and within 14 (fourteen) days thereof and they shall sign an agreement in accordance with the draft 'Articles of Agreement' and the Schedule of Conditions provided herein, but the written acceptance of a tender by the Reserve Bank of India will constitute a binding contract between the Reserve Bank of India and the person so bidding, whether such formal agreement is or is not subsequently executed.

11. The bidder whose tender is accepted, will be required to submit a Performance Bank Guarantee for an amount of 5% (Five Percent) of the contract amount within a period of 14 (fourteen days) days from the date of written intimation about the acceptance of the tender. This guarantee shall be issued by a scheduled bank, as per the approved proforma annexed hereto. In addition to the Performance Bank Guarantee, as further security for the due fulfilment of the contract by the contractor, 5% of the value of the

work done will be deducted by the Bank from each payment to be made to the contractor towards Retention Money (RM). This total amount (Performance Bank Guarantee + Retention Money) will be termed as Security Deposit. Earnest Money Deposit (EMD) will be released after award of work and on submission of an irrevocable Performance Bank Guarantee (PBG). The Bank will release the Performance Bank Guarantee, which was retained as part of the Security Deposit (SD), after successful completion of the supply and installation of the fire extinguishers. The remaining part of the Security Deposit (SD) retained by the Bank (Retention Money), will be released after successful completion of the Defect Liability Period (DLP) / Guarantee Period / rectification of defects noticed during the Defect Liability Period (DLP) / Guarantee Period and brought to the notice of the contractor in writing, by the Bank, whichever is later. The amounts retained by the Bank shall not bear any interest.

12. All compensation or other sums of money payable by the contractor to the Bank under the terms & conditions of this contract may be deducted from the Security Deposit (SD), if the amount so permits and the contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

13. The contractor shall not assign the contract. She / he / they shall not sublet any portion of the contract except with the written consent of the Bank. In case of breach of these conditions, the Bank may serve a notice in writing on the contractor rescinding the contract whereupon the ‘Security Deposit’ shall stand forfeited to the Bank.

14. The contractor shall supply and install the fire extinguishers in positions, strictly in accordance with details, specifications provided herein below and instructions of the Bank’s Engineer.

15. A Schedule of Probable Quantity in respect of fire extinguishers to be supplied and installed and their specifications are provided herein. The Schedule of Probable Quantity is liable to alteration by omissions, deductions or additions at the discretion of the Bank. Vendors are requested to quote their rates excluding applicable Goods and Service Tax (G.S.T). The Goods and Service Tax (G.S.T) will be automatically added by the system. Thus, the final total amount shown in the system including the Goods and Service Tax (G.S.T) will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.

16. The bidders shall obtain for themselves at their own responsibility and cost all the information which may be necessary for the purpose of making and submitting their tenders and for entering into a contract and shall examine the photos / drawings (if any) and must inspect the premises for supply and installation and acquaint themselves with all the local conditions, means of access to the premises and all matters appertaining thereto.

17. The rate quoted shall be deemed to be for supply and installation of the type, make and brand of fire extinguishers, as provided herein. The rate shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in freights or any conditions whatsoever.

18. **The rate quoted by the bidders in the Part II (Price Bid) of the tender shall be excluding applicable Goods and Service Tax (G.S.T). The Goods and Service Tax (G.S.T) will be automatically added by the system. Thus, the final total amount shown in the system including the Goods and Service Tax (G.S.T) will be the final bid amount.** Each invoice / bill shall indicate amongst other things, the contractor's PAN and Goods and Service Tax (G.S.T) Registration Number. The contractor shall also submit to the Bank adequate proof of remittance of Goods and Service Tax (G.S.T) within a reasonable time from remittance. The contract value will also be subject to TDS / TCS, as per statutes.

19. The contractor should note that unless otherwise stated, the tender is strictly on item rate basis and attention is drawn to the fact that the rate should be correct, workable and self-supporting. The quantity in the Schedule of Quantities is tentative and may vary to any extent and may even be omitted thus altering the aggregate value of the contract. The rate, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender.

20. Time allowed for supply and installation of the extinguishers in positions, as mentioned in the memorandum herein, shall be strictly observed by the contractor and it shall be reckoned from the **10th day of the date of issue of written Work Order**.

21. The supply and installation shall throughout the stipulated period of the contract be proceeded with all due diligence and if the contractor fails to supply and install the fire extinguishers in positions, within the specified period, they shall be liable to pay compensation as defined under Clause 27 of the General Conditions of the Contract provided herein.

22. The contractor shall not be entitled to any compensation for any loss suffered by her / him / them on account of delays in supplying and installing the fire extinguishers in positions, whatever the cause of delays may be, including delays arising out of modifications to the quantity of supply. The Bank does not accept liability for any sum besides the 'Contract Amount', subject to such variations as are provided for herein.

23. The successful bidder (the contractor) is bound to supply and install the fire extinguishers in positions, including any additional quantity, if ordered by the Bank in writing at the same rate quoted by them while submitting the tenders. Schedule of instructions in respect of such additional quantities will be issued in writing by the Bank.

24. The contractor shall bear in mind that the fire extinguishers shall be supplied and installed in positions, strictly in accordance with the specifications provided herein below and no deviation on any account will be permitted.

25. The contractor should make her / his / their own arrangement to obtain all materials required for making, supplying, assembling and installing the fire extinguishers in positions. The materials as far as procurable shall be first / premium quality conforming to the specification in the relevant Standard Codes of the Bureau of Indian Standards (BIS).

26. The contractor shall have to supply, assemble and install in positions, the fire extinguishers of the makes and models specified in the 'Approved Makes, Models & Brands of fire extinguishers contained in the e-tender clauses.

27. Electricity required for installation shall be provided free of cost for execution of the work at one point within the premises. The contractor shall make their own arrangements for conveying the same to the required locations. The contractor shall, however, take care to ensure that no undue wastage of electricity is caused. Necessary safety measures shall be taken by the contractor to avoid any mishap. The contractor shall be penalized by the Bank if any laxity on her / his / their part is observed in this matter.

28. The contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto, while working in the Bank's Premises.

29. IS Code numbers of the Bureau of Indian Standards (BIS), wherever mentioned herein shall be the latest version as on the date of opening of tenders.

30. Earnest Money Deposit (EMD) remitted / submitted by the successful bidder will be forfeited if she / he / they fail to comply with any conditions of the contract.

31. Errors, Omission and Descriptions: Between the description of the item in the General Specifications and the detailed descriptions in the Schedule of Quantities of the same item, the later shall be adopted.

32. Clarifications if any with respect to General Conditions, Special Conditions, Scope of work, specifications or any other matter required for submitting the tender shall be obtained from the Bank during its working hours, well before the due date for submission of the tenders. Once a tender is submitted, the matter will be decided according to the terms & conditions provided herein, in the absence of such authentic pre-clarification.

33. The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed therein. The contractor shall submit to the Bank the maximum number of workmen (labour) to be engaged on a single day for the job, to be done in the Bank's Premises. Any subsequent increase should be informed to the Bank without delay. If the number of labourers

employed for the job are twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor should ensure payment of minimum wages to all her / his / their labourers / workmen staff deployed by her / him / in connection with this contract. She / he / they shall submit a certificate to the effect that, she / he / they has / have actually paid all the dues of all the labourers of all designations / descriptions deployed by her / him / them under the scope of this contract at the rate which is not less than that prescribed under Minimum Wages Act, 1948 and they have complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, she / he / they may facilitate the Bank's representative(s) to verify and certify the veracity of such certificate(s).

34. 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 her / his / their possession or knowledge, while discharging her / his / their contractual obligations in connection with this contract, to any third party and shall always 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 Bank. The contractor shall indemnify the Bank for any loss suffered by the Bank because of disclosure of any confidential information. Failure to observe the above shall be treated as breach of the contract on the part of the contractor and the Bank 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 contract is 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.

35. a) The contractor shall be solely responsible for full compliance with the provisions of 'The Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013'. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and the contractor 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 contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint 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 the Bank's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating its employees about prevention of sexual harassment at workplace and related issues.

d) The contractor shall provide a complete and updated list of its employees who are deployed within the Bank’s premises, under the scope of this contract.

I / We hereby declare that I / we have read and understood the above instructions for guidance of tenderers.

5 General Conditions of the Contract (GCC).

5.1 The Conditions Hereinbefore referred to

Interpretation of Clauses	1. In the contract (as hereinafter defined) constructing these Conditions, the specifications, Schedule of Quantities and Contract Agreement, the following words an expression shall have the meaning therein assigned to them except where the subject or context otherwise requires:
(a) 'Employer'	Shall mean The Reserve Bank of India and shall include its assigns and successors.
(b) 'Contractor' in the case of a partnership firm	'Contractor' shall mean ………………….………………………… and ………………………………… partners in the name and style of ……………………..…………………………………………………...... ………………………………………………………………………… ………………………………and having a place of business at ……………………………………………………………………....a nd shall include the partners for the time being of the said firm the legal representatives of a deceased partner.
In the case of Individual	'Contractor' shall mean Smt. / Ms. Shri. ………………………………. …………………………………………………………………….. trading in the name and style of ……………………………………… …………………………………………………………………….. …………………………………………………………………….. …………………………………………………………………….. …………………and shall include its heirs, successors and legal representatives.
In the case of company	'Contractor' shall mean …………………………………………... …………………………………………………………………….. a company incorporated under ……………………………………... 19…….. / 20……… and having its registered office at …………………………………………………………………….. …………………………………………………………………….. and shall include his successors and assigns.
(c) 'Engineer'	Shall means the person appointed by the Bank to act as Engineer for the purpose of the contract and named as such in the conditions.

(d) 'Site'	Shall mean the site where the supply and installation of the fire extinguishers are required to be done, including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Bank for the contractor's use.
(e) 'This Contract'	Shall mean the Articles of Agreement, the Special conditions, the Conditions, the Tender (Part I - Techno-Commercial Bid and Part II - Price Bid), the Letter of Acceptance (LOA), the Appendix, the Schedule of Quantities, Bill of Quantities, specifications and such further documents as may be expressly incorporated in the Letter of Acceptance (LOA) or Articles of Agreement attached hereto and duly signed.
(f) 'Specifications'	Means the specifications of the works included in the contract and any modification(s) thereof or addition thereto made or submitted by the contractor and approved by the Bank's Engineer.
(g) 'Bill of Quantity'	Means the priced and completed Bill of Quantity forming part of the tender.
(h) 'Tender'	Means the contractor's priced offer to the Bank for the execution and completion of the works and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.
(i) 'Letter of acceptance'	Means the formal acceptance of the tender by the Bank.
(j) 'Notice in writing'	Or written notice shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have been received when in the ordinary course of post, it would have been delivered.
(k) 'Act of Insolvency'	Shall mean any Act of insolvency as defined by the Presidency Town Insolvency Act or the Provincial Insolvency Act or any Act amending such original.

(l) 'Net Prices'	If in arriving at the contract amount the contractor shall have added to or deducted from the total of the items in the tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor the total amount of any 'Prime Cost' items and provisional sums of money shall be deducted from the total amount of the tender. The expression 'net rates' or 'net prices', when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(m) 'The Works'	Shall mean **'Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh'** as provided herein.

Note: Words imparting persons include firms and corporation. Words imparting the singular also include the plural and vice versa where the context requires.

Scope of the contract.	2. The contractor shall supply and install fire extinguishers in positions in every respect in accordance with this contract and with the directions of and to the satisfaction of 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 Instructions' regarding:
	The variation or modification of the design, quality or quantity of the fire extinguishers or the addition or omission or substitution the fire extinguishers. Any discrepancy in the Drawings (if any) or between the Schedule of Quantities and / or Drawings (if any) and / or Specifications. The removal from the site of any material brought thereon by the contractor and the substitution of any other material, therefore. The removal and replacement of any fire extinguishers supplied and installed in positions by the contractor. The dismissal from the works of any persons employed thereupon. The opening up for inspection of any fire extinguishers supplied and installed in positions by the contractor. The amending and making good of any defects under clause 21 thereof. The contractor shall forthwith comply with and duly execute any instructions of the Bank's Engineer, provided always that the verbal

instructions / directions and explanations given to the contractor or her / his / their representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the contractor within seven days, and if not dissented from in writing within a further seven days by Bank's Engineer, such shall be deemed to be Bank's Engineer's instructions within the scope of the contract.

Variations to be approved by the Bank.

3. 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 bank shall form a supplementary tender. The bank shall not be liable for payment of such variations until these statements are sanctioned by it.

Drawings, Schedule of Quantities and Agreement / Contract.

4. The contract shall be executed in duplicate, and the Bank and the contractor shall be entitled to one executed copy of each for his use. The contractor on the signing hereof shall be furnished by the Bank's Engineer free of cost one copy of each of the said Drawings (if any) and of the specifications and one copy of all further Drawings (if any) issued during the progress of the works. Any further copies of such Drawings (if any) required by the contractor shall be paid for by him. The contractor shall keep one copy of all Drawings (if any) on the works and the Bank's Engineer, or her / 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's Engineer all Drawings (if any) and Specifications.

Contractor to provide everything necessary at her / his / their cost.

5. The contractor shall provide at her / his / their cost everything necessary for supplying and installing the fire extinguishers in positions, according to the intent and meaning of the specifications, photos / drawings etc. Schedule of quantities and specifications taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and it the contractor finds any discrepancy in the drawings (if any) or between the drawings (if any) Schedule of Quantities and specifications he shall immediately and in writing refer same to the Bank's Engineer who shall decide which is to be followed.

Materials & workmanship to conform to the specifications and descriptions.

6. 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 instructions of the Bank's Engineer and the contractor shall upon the request of the Bank's Engineer, furnish her / him with all invoices, accounts,

receipts and other vouchers to prove that the materials comply therewith. The contractor shall arrange for and / or carry out test of any materials, as per relevant Standard Code of the Bureau of Indian Standards (BIS) / other standard as standard provisions through a reputed laboratory prior to use in the work, if so desired by the Bank. The contractor shall arrange for manufactures' test certificate for any material, which the Bank may require, from time to time before the execution using intended material.

Contractor's superintendence and representative on the works.

7. The contractor shall give all necessary personal superintendence during the supply and installation the fire extinguishers in positions and as long thereafter as the Bank's Engineer may consider necessary until the expiry of the 'Defects Liability Period (DLP)' stated in the Appendix hereto. The contractor shall also during the supply and installation of the fire extinguishers in positions employ a competent, qualified and experienced Engineer / Supervisor, who shall be regularly in attendance at the Bank's Premises, where the fire extinguishers are being supplied and installed, while the men are at work. Any directions explanation, instructions or notices given by the Bank's Engineer to such representative shall be considered as given to the contractor.

Dismissal of workmen.

8. The contractor shall on the advice of the Bank's Engineer immediately dismiss from the works any person employed thereon by her / him / them, who may, in the opinion of the Bank's Engineer, be incompetent or misconduct herself / himself and such persons shall not be again employed on the works without the permission of the Bank.

Access to works.

9. The Bank's Engineer and their respective representatives shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are being manufactured or from where they are being obtained and the contractor shall give every facility to the Bank's Engineer and their representatives necessary for inspections and examination and test of the materials and workmanship. Person(s) not authorized by the Bank's Engineer, except the representatives of Statutory / Authorities shall not be allowed on the works at any time.

Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.)

10. The term Assistant Manager (Tech.) / Manger (Tech.) / Assistant General Manager (Tech.) shall mean the person employed by the Bank. The contractor shall afford the Assistant Manager (Tech.) / Manger (Tech.) / Assistant General Manager (Tech.) every facility and assistance for inspecting the fire

extinguishers and materials used for making them and for checking the factory / works and materials.

The Assistant Manager (Tech.) / Manger (Tech.) / Assistant General Manager (Tech.) or any representative of the Bank shall have power to give notice to the contractor or to her / his / their representative of non-approval of any materials. The fire extinguishers will from time to time be examined by the Assistant Manager (Tech.) / Manger (Tech.) / Assistant General Manager (Tech.), but such examination shall not in any way exonerate the contractor from the obligation to remedy any defects which may be found to exist at any stage of the fire extinguishers, after the same is supplied, assembled and placed in positions. Subject to the limitation of this clause the contractor shall take instructions only from the Bank's Engineer.

Assignment and subletting.

11. The supply and installation of the fire extinguishers in positions, included under the scope of 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 Bank 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.

Alterations, additions, omission etc.

12. 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 supply and installation of the fire extinguishers in positions, to make any alterations in, or additions to, or omissions from, the scope of supply and installation of the fire extinguishers in positions or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under its 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 alterations or additions to or omissions from the scope of the supply and installation of the fire extinguishers in positions or any deviation from any of the provisions of the Contract, Stipulation, Specification or Contract photos / Drawings (if any), 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 Engineer, in accordance with the provisions of Clause 17 hereof, and the same shall be added to or deducted from the 'Contract Amount', as the case may be.

Schedule of Quantities.	13. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 18 hereof, shall be added to, or deducted, from the 'Contract Amount' (as the case may be) provided that no rectification of errors, if any, shall be allowed in the contractor's Schedule of Rate.
Sufficiency of Schedule of Quantities.	14. The contractor shall be deemed to have satisfied herself / himself / themselves before submitting their bids as to the correctness and sufficiency of her / his / their 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 her / his / their matters and things necessary for the proper completion of the works.
Measurement of works.	15. The Bank's Engineer may from time to time intimate to the contractor that she / he requires the works to be measured and the contractor shall forthwith attend or send a qualified representative to assist the Bank's Engineer or the Bank's Engineer's representative or the Assistant Manager (Tech.) / Manger (Tech.) / Assistant General Manager (Tech.), in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Should the contractor not attend or neglect or omit to send such a representative, then the measurement taken by the Bank's Engineer, or some persons approved by her / 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 relevant Standard Code of the Bureau of Indian Standards (BIS) unless otherwise specifically mentioned elsewhere herein. The contractor or her / his / their authorised representative may at the time of such measurements take such notes and measurements as he may require. All authorized extra works, omissions and all variations made without the Bank's Engineer's knowledge, of subsequently sanctioned by her / him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.
Ascertainment of Prices for extras etc.	16. The contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer add to, omit from or vary the scope of supply shown upon the photos / drawings (if any), or described in the specifications, or included in the Schedule of

Quantities, but the contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing. No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause 6 hereof or by the authority of the Bank's Engineer as herein mentioned. Any such extra is herein referred to as authorized extra and shall be made in accordance with the following provisions.

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

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

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

Where the extra works are not of similar nature 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 omissions or additions relative to the amount of the whole of the contract woks or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate of price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances it shall think reasonable and proper.

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 of the Priced Schedule of Quantities or, if not so stated, then in accordance with the local day work rates and wages for the districts provided that in either case, vouchers specifying the daily time (and if required by the Bank's Engineer , the workman's names) and materials employed be delivered for verification 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.

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 three months of the completion of the contract works as defined in clause 22 hereof.

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 indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. The rates for all such items of work, being current ones, will not be eligible for price adjustment due to increase or decrease in prices or materials and labor rates as per escalation formula, if any, given in the tender. If any of the items of work is omitted from the accepted tender at the sole discretion of employer, the contractor shall not be entitled to any claim on this account.

Unfixed materials when considered to be the property of the Bank.

17. 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 Bank 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.

Removal of improper works.

18. The Bank's Engineer shall, during the progress of the works, shall order in writing from time to time the removal of the works within such reasonable time or times as may be specified in the order, or 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 (if any) and Specifications or instruction and the contractor shall forthwith carry out such order at his own cost. In case of default on the part of the contractor to carry out such order, the Bank shall have the power to employ and pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the contractor, or may be deducted by the Bank from any money due, or that may become due, to the contractor.

Defects after virtual completion.

19. Any defect or other faults which may appear in the fire extinguishers supplied and installed in positions during the 'Defects Liability Period (DLP)' stated in the Appendix hereto or, if none stated, then within **05 (five) years** after the successful completion of the supply and installation of the fire extinguishers, 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 her / his / their own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects or other faults, and all damages loss and expenses consequent thereon or incidental thereon or incidental there to shall be made good and borne by the contractor and such damage, loss and expenses shall be recoverable from her / him / them by the Bank or may be deducted by the Bank, upon the Bank's Engineer's Certificate in writing from any money due or that may become due to the contractor, or the Bank 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 32 hereof being insufficient, recover the balance from the contractor, together with any expenses the Bank may have incurred in connection therewith.

Should any defective fire extinguishers have been supplied, assembled and placed in positions 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 13 and 23 hereof, the contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the contractor and been subject to the provisions of this Clause and Clause 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.

Certificate of 'Virtual Completion' & 'Defects Liability Period (DLP)'.

20. The supply and installation of the fire extinguishers in positions shall not be considered as completed until the Bank's Engineer has certified in writing that they have been 'Virtually Completed'. The Defects Liability Period (DLP) shall commence from the date of such Certificate.

Nominated sub-contractor.

21. All Specialists, Merchants, Tradesmen and other executing any work of 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.

No nominated sub-contractor shall be employed on or in connection with the works against the contractor shall make reasonable objections or (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 the 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, her / his / their servants or agents or any misuse by her / him / them of any scaffolding or other plants, the property of the contractor or under any Workman's Compensation Act in force.

c) Payment shall be made to the nominated sub-contractor within 14 (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 Bank 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 privacy of contract as between the Bank and sub-contractor.

Other persons employed by the bank.

22. The Bank reserves the right to use premises and any portions of the site for the execution of any work not included in this contract which it may desire to have carried out by other persons and the contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the Bank. 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.

Date of commencement and completion.

23. 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 painting 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.

Insurance in respect of damage

24. The contractor shall be responsible for all injury or damage to persons, animals or things and for all damage to property which may arise from any factor omission on the part of the contractor or

to persons and property.

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

The contractor shall, at her / his / their expense, obtain a Third - Party Liability (TPL) insurance policy, from an insurance company approved by the Bank, to indemnify the Bank against any accidents / damage caused to the persons and property of the Bank and any other third-party **in the joint names of the employer and the contractor (the name of the former being placed first in the policy),** deposit such policy with the Bank before commencing the installation works in the Bank’s premises and maintain the same in force till successful completion of the installation of the fire extinguishers in the Bank’s premises. The contractor shall also indemnify and keep indemnified the Bank against all claims which may be made against the Bank by any person in respect of anything which may arise in respect of the works or in consequence thereof. The coverage under the policy shall be not less than ₹ 2.00 lakh per person for any one accident or occurrence and ₹ 5 lakh in respect of damage to property for any one accident or occurrence subject to an overall ceiling of ₹ 10 lakh.

The contractor shall also indemnify the Bank against all claim which may be made upon the Bank, whether under the **Workmen’s Compensation Act** or any other statute in force, during the currency of this contract or at Common Law in respect of any employee of the contractor or of sub-contractor and shall at her / his / their own expense effect and maintain until the virtual completion of the contract or with an Insurance Company, approved by the Bank, Workmen Compensation Policy against such risks for the workmen deployed by them at the Bank’s premises under the scope of the contract and deposit such policy or policies with the Bank from time to time during the currency of this contract.

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

The contractor shall also be responsible for any liability which may not be covered by the Insurance Policies referred to above and for all other damages to any person, animal or defective carrying out of this contract, whatever, may be the reasons due to which the damage shall have been caused. The contractor shall also indemnify and keep Indemnified the Bank against all and any costs, charges or expenses arising out of any claim or proceedings relating to the works and in respect of any of damage or compensation arising there from.

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

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

Liquidated Damage (LD) for non-completion.

25. If the contractor fails to complete the supply and installation of all the fire extinguishers in positions, as per the work order, within the stipulated time as provided in the Appendix or within any extended time under Clause 28 hereof and the Bank's Engineer certifies in writing that in her / his opinion the same ought reasonably to have been completed, the contractor shall pay the Bank the sum named in the Appendix as 'Liquidated Damages (LD)' for the period during which the said supply and installation of the fire extinguishers in positions shall so remain incomplete and the Bank may deduct such damages from any moneys due to contractor.

Delay in completion and extension of the time for completion of the work.

26. If in the opinion of the Bank's Engineer the supply and installation of the fire extinguishers in positions be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works of delays of other contractors or tradesmen engaged or nominated by the bank 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 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the contractor not having received in due time necessary instructions from the Bank's Engineer for which she / he / they 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 supply and installation of the fire extinguishers in positions exceed the value of the priced Scheduled of Quantities owing to variation, the Bank may on the recommendation of the Bank's Engineer, make a fair and reasonable extension of time for completion of the supply and installation of the fire extinguishers in positions. In case of such strike or lockout the contractor shall nevertheless constantly use her / his / their endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer, to proceed with supply and install the fire extinguishers in positions.

Failure by contractor to comply with the Bank's Engineer's instructions.

27. If the contractor after receipt of written notice from the Bank's Engineer requiring compliance within 10 (ten) days fails to comply with the instructions of the Bank's Engineer, the Bank 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 Bank on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due to the contractor.

Termination of the Contract by the Bank.

28. 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 be unable within 07 (seven) days after issue of written notice to her / him / them requiring her / him / them

to do so, to show to the reasonable satisfaction of the Bank's Engineer that she / he / they is / are able to carry out and fulfil the contract and to give security therefore, 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 Bank first had and obtained.

Or shall charge or encumber this contract or any payments due of which may become due to the contractor hereunder.

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

Has / Have abandoned the contract or,

Has / Have failed to commence the supply and installing the fire extinguishers in positions, or has without any lawful excuse under these Conditions suspended the progress of the works for 14 (fourteen) days after receiving from the Bank's Engineer a notice to proceed or,

Has / Have failed to proceed with the supply and installation of the fire extinguishers in positions with such due diligence and failed to make such due progress in supply and installation of the fire extinguishers to be completed within the time agreed upon or,

Has / Have failed to remove materials from the site or to replace the fire extinguishers for 07 (seven) days after issue of written notice by the Bank's Engineer communicating that the said fire extinguishers were condemned and rejected by her / him under these conditions or,

Has / Have neglected or failed persistently to observe and perform all or any of the acts, matters of things by this contract to be observed and performed by the contractor for 07 (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 Bank may, notwithstanding any previous waiver, after giving 07 (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 supply and installation of the fire extinguishers in positions, had been subsequently executed by or on behalf of the contractor. And further, the Bank by its agents or servants may enter upon and take possession of the fire extinguishers or any other materials lying upon the premises and use the same as its own property or may employ the same by means of her / his / their own servants and workmen in carrying on and completing the supply, assembling and placing them in positions or by employing any other contractor or other person or persons to complete the supply and installation of the fire extinguishers in positions, 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 the supply, assembling and placing them in positions, using the materials and plant for the works. When the supply, assembling and placing them in positions shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the contractor to remove her / his / their surplus materials and should the contractor fail to do so within a period of 14 (fourteen) days after issue of the notice, the Bank may sell the same by public auction, and give credit to the contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under her / his hand what (if anything) shall be due or payable to or by the Bank, for the value of the equipment materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owning to the contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the contractor or by the contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

Termination of the contract by contractor.

29. If the payment of the amount payable by the Bank under Certificate of the Bank's Engineer shall be in arrears and unpaid for 30 (thirty days), after notice in writing requiring payment of the amount as aforesaid shall have been given by the contractor to the Bank, or if the Bank interferes with or obstructs the issue of any such Certificate, or if the Bank shall repudiate the contractor, of if the works be stopped for three months under the order of the Bank's Engineer or the Bank 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 issuing a notice in writing to the Bank and she / he / they shall be entitled to recover from the Bank, 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.

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 18 hereof.

Certificates and payments	30.(a) The contractor shall be paid by the Bank from time to time by instalments under Interim certificates to be issued by the Bank's Engineer to the contractor on account of the works executed when in the opinion of the Bank's Engineer, work to the approximate value named in the Appendix as 'Value of work for Interim Certificates' (or less at the reasonable discretion of the Bank's Engineer) has been executed in accordance with this contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as 'Retention Percentage for Interim Certificates' until the total amount retained shall reach the sum named in Appendix as 'Total Security Deposit' after which time instalments shall be up to the full value of the work subsequently so executed and fixed in the Bank's premises. The Bank's Engineer may in her / his discretion includes the 'Interim Certificate' such amount as she / he may consider proper on account of the materials delivered upon the site by the contractor for use in the works. And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the contractor shall be paid by the Bank in accordance with the Certificate to be issued by the Bank's Engineer the sum of money named in the Appendix as 'Instalment after Virtual Completion' being a part of the said 'Total Security Deposit'. And the contractor shall be entitled to the payment of the final balance in accordance with the 'Final Certificate' to be issued in writing by the Bank's Engineer at the expiration of the period referred to as the 'Defect Liability Period (DLP)' in the Appendix hereto from the date of 'Virtual Completion' or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Bank's Engineer of any certificate during the progress of the works or at or after their completion shall not relive the contractor from his liability under Clause 2 and 21 not relieve the contractor of her / his / their inability in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate 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 Bank and which might subsequently be discovered as not payable and in this respect the Bank's decision shall be final and binding on the contractor. (b) The contractor shall submit running account bills and or final bill.

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

(d) The Bank's Engineer may make any correction in any previous certificate, which shall have been issued by her / him.

(e) No certificate of payment shall be issued by the Bank's Engineer, if the contractor fails to obtain and submit the insurance policies specified herein above and keep them in force till the issue of the 'Virtual Completion Certificate'.

(f) Payment upon the Bank's Engineer's certificate shall be made within the periods named in the Appendix as 'Period for honour of Certificates' after such certificates have been delivered to the bank.

Delayed Payment.

31. Any amounts payable by the Bank to the contractor in pursuance of any certificate given by the Bank's Engineer hereunder shall, if not paid within the 'Period of honouring certificates' named in the Appendix, carry interest at the rate named in the Appendix as the 'Rate of interest for delayed payment' from the date upon which such sum ought to have been paid by the Bank until the payment.

Matters to be finally determined by Bank.

32. The decision, opinion, direction, certificate (except for payment) with respect to all or any of the mattes under Clause 2 (a), 2(b), 4, 7, 12, 20, 28 (a, c, d, e, f) hereof (which matters are herein referred to as 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 35 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.

Settlement of disputes through arbitration.

33. All disputes and difference of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of work and whether before or within 12 months of determination abandonment or breach of contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a 'Final Certificate' or otherwise. The decision of the Bank with respect to any of the exempted matter shall be final and without appeal as stated in Clause 34 hereof. But if the contractor be dissatisfied on any other matter, the contractor may within 28 days after receiving notice of

such decision upon, shall submit in writing for arbitration. Such written notice shall specify the matters, which are in dispute of difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

The Arbitrator or Arbitrators shall have power to open, review and revise any certificate, opinion, decision, requisition or notice, save regarding the exempted 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 Arbitrator or Arbitrators shall make her / his / their award within one year (or such further extended time as may be decided by her / him / them with the consent of the parties) from the date of entering on the reference. In case during the arbitration proceedings the parties mutually settle, compromise their dispute of difference, on the parties filling their joint memorandum of the settlement of compromise, the Arbitrator or the Arbitrators, shall make an award in terms of such settlement of compromise.

Upon any such reference, the decision on the cost incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between party and party and shall direct by whom and whom and in what matter 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 shall be final and binding on the parties. It is agreed that the contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators shall relieve the contractor of his obligations to adhere strictly to the Bank’s instructions regarding the actual carrying out of the works. The Bank and the contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

Right of Technical Scrutiny of Final Bill.

34. The Bank shall have the right to cause a technical examination of the works by any of the person(s) or organization as appointed by the Bank and the final bill of the contractor including all supporting vouchers, abstracts, etc. If because of these examinations or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Bank to recover the sum from any payment due to the contractor for this work or any other works being carried out by the contractors elsewhere under the RESERVE BANK OF INDIA.

The Bank entitled to recover compensation paid to workmen.

35. If, for any reason, the Bank is obliged, by virtue of the provisions of the Workmen's Compensation Act, 1923, or any statutory modification or re-enactment thereof to pay compensation to any workman employed by the contractor in execution of the works, the Bank shall be entitled to recover from the contractor the amount of compensation so paid, and without prejudice to the rights of the Bank under the said Act. The bank shall be at liberty to recover such amount or any part thereof by deducting it form the Security Deposit or from any sum due by the Bank to the contractor under this contract or otherwise. The Bank 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 Bank for all cost for which the Bank might become liable in consequence of contesting such claim.

Abandonment of works.

36. If at any time after the acceptance of the tender, the Bank 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 the execution of the whole works.

Right of the Bank to terminate the contract in the event of death of contractor, if the contractor being an individual.

37. Without prejudice to any of the right or remedies under this contract, if the contractor being an individual die, the Bank shall have the option of terminating the contract without incurring any liability for such termination.

Marginal Notes.

38. The 'Marginal Notes' and in the 'Catch Lines' hereto and in the annexures hereto are meant only for convenience of reference and

shall not in any way be considered in the interpretation of these present and the annexures hereto.

5.2 Appendix Hereinbefore Referred to:

1.	Earnest Money Deposit (EMD):	**₹ 46,822/- (Rupees forty-six thousand eight hundred and twenty-two only)** shall be remitted / submitted by all the intending bidders, on or before **10:00 Hrs on September 14, 2026.** Failure to do so will disqualify themselves from participating in the bid.
2.	Defects Liability Period (DLP):	**05 (five) years** from the date of 'Virtual Completion' of the supply and of all the fire extinguishers in positions.
3.	Period of final measurement:	**01 (one) month** from the date of 'Virtual Completion' of the supply and of all the fire extinguishers in positions.
4.	Date of commencement:	**Within 10 days** from date of written order to commence the work.
5.	Time for completion of the of the work.	**21 days,** which may be reckoned from the 10^{th} day of issue of written order to commence the work.
6.	Rate of Liquidated Damages (LD) for delay in completion of the work beyond the stipulated period:	**0.25% of the 'Contract Amount'** per week or part thereof on pro-rata basis, for the period for which the supply and installation of all the fire extinguishers in positions, as per the work order remains incomplete beyond the stipulated period of completion.
7.	Value of works for interim certificates:	The entire cost of the fire extinguishers successfully supplied and installed in positions will be paid against one final bill.
8.	Irrevocable Performance Bank Guarantee (PBG):	5% (five percent) of the 'Contract Amount' to be submitted by the successful bidder within a period of 14 (fourteen) days from the date of issue of work order.
9.	Retention Money (RM):	5% from each payment against the contractor's bill(s).
10.	Security Deposit:	Irrevocable Performance Bank Guarantee (PBG) @ 5% of 'Contract Amount' and Retention Money (RM) of 5% of the cost of the works done, to be deducted from each payment against contractor's bill(s).

11.	Release of Security Deposit (SD):	The irrevocable Performance Bank Guarantee (PBG) submitted by the successful bidder as part of the Security Deposit shall be returned on issue of 'Virtual Completion Certificate' by the Bank's Engineer. The remaining part of the Security Deposit (SD), i.e. the Retention Money (RM) of 5% of the value of work done, deducted from the payment(s) made to the contractor shall be released after successful completion of the Defect Liability Period (DLP).
12.	Period for honouring certificates of payment:	45 days from the date of completion of joint measurements and submission of bill by the contractor, along with the required documents specified herein.
13.	Interest for delayed payment:	3% simple interest per annum.

6 Special Conditions of the Contract.

1) The supply and installation of the fire extinguishers in positions shall be done at different locations on different floors of the Bank's Main Office Building of the Reserve Bank of India at Bhopal, Madhya Pradesh - 462011. Since the supply and installation of the fire extinguishers in positions shall be executed during working hours of the Bank, it shall be ensured that the same shall be carried out without causing any hindrance to the functioning of the Bank and with least possible disturbance.
2) Contractors shall acquaint themselves of the security procedures of the Bank. They shall make necessary arrangements to obtain necessary passes for their workmen and supervisory staff deployed at the Bank's Main Office Premises, in connection with the work, against submission of required photo ID proofs, as required by the Security Officials of the Bank.
3) Materials shall be unloaded / stored only at location(s) identified by the Bank's Engineer, within the Bank's premises.
4) Wherever the contractor proposes to use equivalent make, the same shall be done with prior approval of Banks Engineer in writing. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.
5) The contractor shall submit a properly planned & prepared work programme to the Bank, before commencement of the work to enable the Bank to monitor the progress and coordinate with other agencies / departments in advance, to ensure smooth and hassle-free execution of the work and the timelines / schedule in the work programme should be strictly adhered to.
6) 21 days period for completion of the work mentioned in the tender is inclusive of holidays, Sundays and Saturdays failing within in the contract period. However, if the contractor wishes to work on Saturdays / Sundays / beyond normal working hours of the Bank, they may be permitted to work with prior approval of the Bank. The contractor shall obtain necessary work permits, entry / work passes well in advance for working on Saturdays / Sundays / Holidays / beyond office hours of the Bank, for which they shall not be entitled for any additional payment. The contractors shall comply with statutory requirements to work on holidays at their own risk & cost and indemnify the Bank for any risks associated with it.

7) The contractors shall be responsible for safety & security of their materials / labour & fire safety at all the times as per the Safety & Fire Safety Codes provided hereof.

6.1 Terms and Conditions of the Contract:

1. **Agreement / Contract:** On receipt of intimation about the acceptance of her / his / their tender by the Bank, the successful bidder shall be bound to sign the formal Contract / Agreement within 14 (fourteen) days, in accordance with the 'Articles of Agreement' and the Schedule of Conditions provided herein. However, written acceptance of the tender by the Reserve Bank of India will constitute a binding contract between the Reserve Bank of India and the bidder, whether such formal agreement is or is not subsequently executed within the stipulated period of 14 (fourteen) days. Unless the formal Contract / Agreement is signed, no payment shall be made by the Bank. The Contract / Agreement shall be executed in duplicate. One set will remain in the custody of the Bank and the second set will be given to the contractor. The Contract / Agreement shall be made on a Non-Judicial Stamp Paper of the required value as per the applicable stamp duty in the state of Madhya Pradesh and the cost of such stamp papers both sets of the Contract / Agreement shall be borne solely by the contractor.

2. **Duration of the contract & review:** Time shall be considered as the essence of this contract and the contractor hereby agrees to **commence the work within the 10 days from the date of issue of the work order** and to **complete the same within 21 days from the 10th day of issue of the work order**. The work shall be completed within the stipulated period. The performance of the contractor will be reviewed from time to time during the progress of the work. If the contractor's services are found to unsatisfactory or if the contractor fails to commence or complete the work as per the specified timelines, the Bank reserves it's right to terminate the contract after giving a 07 (seven) days' notice in writing.

3. **Subletting of the contract:** The contractor shall make all arrangements for carrying out the work as per the Schedule of Quantities. The Bank will not provide any kind of assistance in the form of men / material**.** The contractor shall not assign or sublet the contract / parts of the contract except with the written consent of the Bank and no undertaking shall relive the contractor from the full and entire responsibility of the contract or from activity superintendence of the works during its process. In case of breach of these conditions, the Bank may serve a notice in writing on the contractor rescinding the contract whereupon the Security Deposit (SD) shall stand forfeited to the Bank, without prejudice to its other remedies against the contractor.

4. **Nature of work:** Work / job to be undertaken by the contractor through deployment of labourers / workmen / employees is not of permanent nature and the bank will not have any Employer Employee relation with the labourers / workmen / employees deployed by the contractor under the scope of the contract.

5. **Earnest Money Deposit (EMD), Irrevocable Performance Bank Guarantee (PBG) and Retention Money (RM):** The Earnest Money Deposit (EMD) remitted / submitted by the unsuccessful bidders will be refunded / returned, without any interest by the Bank on award of the work to the successful bidder. The Earnest

Money Deposit (EMD) remitted / submitted by the successful bidder will be refunded / returned, without any interest by the Bank, to the successful bidder after award of the work to her / him / the by the Bank and on submission of an irrevocable Performance Bank Guarantee (PBG) for an amount equal to 5% of the ‘Contract Amount’ by the contractor. The irrevocable Performance Bank Guarantee (PBG) is to ensure adherence to complete the work and its execution:

a) Strictly as per the specifications and instructions as stipulated in the tender.
b) With best quality workmanship.

The irrevocable Performance Bank Guarantee (PBG) submitted by the successful bidder / contractor shall be released on issue ‘Virtual Completion Certificate’ of the work by the Bank’s Engineer. In addition to the irrevocable Performance Bank Guarantee (PBG) as mentioned above, 5% of the value of the work done will be deducted by the Bank from each payment to be made to the contractor towards Retention Money (RM). The irrevocable Performance Bank Guarantee (PBG) and Retention Money (RM) together will be termed as the Security Deposit (SD).

The above-mentioned irrevocable Performance Bank Guarantee (PBG) shall be valid up to the date of issue of ‘Virtual Completion Certificate’ of the work by the Bank’s Engineer and shall have to be renewed by the contractor up to the extended date for completion of the work, if any extension of time for completion of the work is granted by the Bank in writing. The irrevocable Performance Bank Guarantee (PBG) so submitted shall have a claim validity period of at least 6 months after the validity period of the irrevocable Performance Bank Guarantee (PBG). In case, the contractor fails to comply with any of the terms & conditions stipulated herein, the Bank will be at liberty to invoke the irrevocable Performance Bank Guarantee (PBG) based on the certificate issued by the Bank’s Security Manager. The Guarantee shall be released after completion of defect liability period subject to certification of satisfactory resolution of all defects, if any, observed during the defect liability period.

The portion of the Security Deposit (SD), i.e. the Retention Money (RM) of 5% of the value of work done, deducted from the payment(s) made to the contractor shall be released after successful completion of the Defect Liability Period (DLP).

6. **Deductions from the Earnest Money Deposit (EMD) / Security Deposit (SD):** All compensation(s) or other sums of money payable by the contractor to the Bank under the terms & conditions of this contract shall be deducted from the Earnest Money Deposit (EMD) / Security Deposit (SD), if the amount so permits and the contractor shall, unless such deposit as become otherwise payable, within 10 (ten) days after such deduction make good the amount so deducted.

7. **Clarifications:** In all cases of omissions and / or doubts or discrepancies in any item or specification, a reference shall be made to the Bank whose elucidation, elaboration or decision shall be considered as authentic. The contractor shall be held responsible for any errors that may occur in the work through lack of such reference and precaution.

8. **Antecedent of workmen deployed:** The contractor shall ensure that the workmen deployed at the Bank’s premises under the scope of the contract have not been convicted by any court of law / do not have criminal record / background or criminal proceeding against them.

9. **Photo Identity Cards:** The contractor shall issue photo identity cards / badges to her / his / their employees / workmen the Security Deposit (SD), i.e. the Retention Money (RM) of 5% of the value of work done, deducted from the payment(s) made to the contractor shall be released after successful completion of the Defect Liability Period (DLP). They should also have to wear the entry / work pass issued by the Bank.

10. **Conduct of workmen:** The contractor will be responsible for the conduct and good behaviour of her / his / their employees / workmen deployed at the Bank's premises under the scope of the contract and if any complaint is received against any of the employees / workmen deployed at the Bank's premises under the scope of the contract, the contractor shall arrange for her his immediate removal from the Bank's premises and replacement.

11. **Sexual Harassment of women:** The contractor shall be solely responsible for full compliance with the provisions of 'The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013'. In case of any complaint of sexual harassment against its employees within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the contractor and the contractor shall ensure appropriate action under the said Act in respect of the complaints. Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank. The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the contractor is proved. The contractor shall be responsible for educating their employees about prevention of sexual harassment at workplace and related issues.

12. **Work Programme / Schedule:** The contractor shall, before commencing work prepare a detailed work program which shall be approved by the Bank.

13. **Extra Work:** No claim for any extra work shall be allowed unless it has been executed with the concurrence of the Bank. Any such extra work as authorized 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 Part II (Price Bid) of the tender).

14. **Bank's Property:** Should any treasure, fossils, minerals or works of art of antediluvian interest be found during or while carrying out the works, the contractor shall give immediate notice of any such discovery and shall make over such finds to the Bank. The contractor shall hand over the same to the Bank and that contractor shall not claim any right title interest for the same.

15. **Unsatisfactory Service:** In case services rendered by the contractor are found to

be unsatisfactory, a written notice shall be issued and the amount, on proportionate basis will be deducted from of bill.

16. **Payment to Contractor:** Any payment due to the contractor by the Bank shall be made by credit to the bank account of the contractor through NEFT after satisfactory completion of the work and testing by Bank's Engineer / Fire Advisor / Consultant and duly acknowledged by the authorised official of the Protocol & Security Establishment of the Bank.

17. **Rates:** The rates shall remain firm during the currency of the contract and the contractor shall not seek for any kind of increase in the agreed rates during the contract period.

18. **Certificate of compliance of payment as per Minimum Wages Act & provision of amenities as per CLRA Act:** Before release of any payment, the contractor shall submit a certificate that she / he / they has / have actually paid all the dues of all the workmen / employees engaged by her / him / them for completion of the awarded job / work at the rate which is not less than the one prescribed under the Minimum Wages Act 1948 and she / he / they has / have complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. The veracity of such certificate may be verified by the authorized officials of the Bank as its representative to verify actual disbursement of wages by the contractor.

19. **Goods and Service Tax (G.S.T) Liability:** All the statutory deductions (including TDS under GST) will be deducted at source. Bidders should have Goods and Service Tax (G.S.T) registration. The rates quoted online through CPP portal shall be excluding Goods and Service Tax (G.S.T). It is mandatory for contractor to disclose the breakup of her / his / their portion of tax liability while submitting the claims for payment, i.e. taxable value and applicable taxes in prescribed bill format / schedule issued by Goods and Service Tax (G.S.T) Council for composite or supply of goods and services as applicable in the cases. The Bank is not responsible for payment of Goods and Service Tax (G.S.T) for the service rendered by the contractor. It is the responsibility of the contractor to pay Goods and Service Tax (G.S.T) to the tax authority.

20. **Liability of damages to Bank's property:** Any damage to the Bank's property caused by the contractor shall be made good by the contractor at her / his / their cost, failing which the cost towards the same, as the Bank may deem fit will be deducted from the amount payable to the contractor.

21. **Liquidated damages/ penalty:** will be levied in the following manner:

a) Further, in case of deficiency in services causing serious inconvenience to the Bank and its officials, the Bank reserves the right to impose a suitable penalty as deemed fit.
b) Liquidated Damages (LD) / penalty @ 0.25 % of the 'Contract Amount' per week or part thereof on pro-rata basis shall be levied for any delay in completion of the work beyond the stipulated period for completion of the work, due to any lapse on the contractor's' part, subject to maximum of 10% of the 'Contract Amount' and the same shall be recovered from the payment due to the contractor by the Bank.

22. **Right to Terminate Contract:** The Bank reserves the right to cancel / terminate the contract at any time during the currency of the contract, if the work done / services rendered by the contractor are not found to be satisfactory by giving one month's notice. The decision of the Bank in this regard shall be final and binding on the contractor and no correspondence / compensation claim of the contractor shall be entertained by the Bank in this regard.

23. **Indemnity and Liability of damages:** The contractor will be fully liable for any damages suffered to the premises or to any person or any occupant or resident directly or indirectly by the activity provided by the contractor.

24. **Indemnity and Liability towards workers:** The contractor will be solely responsible for the risk involved during discharge of duties by his workers. The Bank accepts no liability towards workers deployed by the contractor.

25. **Undertaking for Statutory Compliance & Indemnity against non-compliance by the contractor**: An undertaking should be given on a Non- Judicial Stamp paper of appropriate value, as per the prevailing stamp duty, before award of work to the effect that if the particular job / work is awarded to her / him / them, she / he / they under takes to actually pay wages to all the workers to be deployed by her / him / them for completion of that particular job / work, at the rate which is not less than the one prescribed under the **Minimum Wages Act 1948** and to ensure compliance with provision of essential amenities as provided under the **CLRA Act 1970** and also keep the Bank indemnified against all the action that may be initiated against the Bank by the Statutory Authorities for her / his / their failure to pay such wages and provide the essential amenities.

26. **Cooperation with other agencies:** The contractor shall co-operate with other contractor(s) engaged by the Bank in the same premises for other works, so that the work shall proceed smoothly without any hindrance / delay and to the satisfaction of the Bank.

27. **Statutory Compliance of Labour Laws including provisions of Industrial Disputes Act, Provident Fund, ESI Act, Workmen's Compensation Act and other statutory liabilities:** The contractor shall be responsible for due observation and implementation of the entire statutory conditions and requirements of labour laws as applicable to his workmen such as Industrial Disputes Act, Payment of P.F., ESI Act, Workmen's compensations Act, etc. and all Government Liabilities.

28. **Safety Measures:** All safety measures as per the safety code shall be strictly adhered.

I / We hereby declare that I/we have read and understood the above instructions.

7 Technical specifications and requirements for the work to be executed.

The scope of work covers execution and completion of the work of **'Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills Bhopal, Madhya Pradesh'** in accordance with specifications prepared by the Bank's Engineer and to the satisfaction of the Bank's Engineer.

7.1 Quality

Materials to be used for the work shall confirm to the specifications in the relevant Standard Code (IS 15493) of the Bureau of Indian Standards (BIS), as far as procurable & best quality of their respective kinds as specified herein and shall be of approved make and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down, with the requirements of the latest edition of the relevant Indian standards approved by the Engineer. Each fire extinguisher shall be imprinted with the IS mark with Certification Marks License (CML) Number.

7.2 Inspection and testing

Materials before used in the works shall be subjected to inspection and testing as provided in the Conditions of Contract and elsewhere in the Specifications. The cost of all samples for all tests as per relevant Standards shall be deemed to be included in the contract rates. No materials shall be used in the works unless they have first been approved by the Engineer or her / his representative.

7.3 Samples

Samples of all materials (fire extinguishers, accessories and fixtures) proposed to be used or incorporated in the works and to be supplied by the contractor may be called for at any time by the Engineer or her / his representative.

7.4 Independent tests.

Independent tests and analysis of any of the materials may be made through a Testing House or Analyst appointed by the Bank Engineer, if it is so required by her / him, to check the supplier's works tests and analysis. The frequency, the procedure for the testing and acceptance criteria will be as stated in the respective IS codes. The contractor shall at her / his / their own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Bank's Engineer. Should the result of any such test be unsatisfactory to the Bank's Engineer or her / his representative, the materials represented will be rejected.

7.5 List of approved makes / manufacturers of materials.

1. All fire extinguishers shall strictly conform to the detailed technical specifications provided herein.
2. They shall be of the best quality available in the market and conform to the relevant Standard Code (IS 15493) of the Bureau of Indian Standards (BIS).

3. If the approved brand mentioned are not available in the market, equivalent material with the written approval of the Bank's Engineer only shall be supplied and installed. Wherever the contractor proposes to use equivalent makes (i.e., other than those specified herein) the same shall be done with prior approval of the Bank's Engineer. In such cases, it is the responsibility of the contractor to prove, to the satisfaction of the Bank's Engineer, with necessary technical data / documents / test reports that the equivalent make / brand proposed to be used in the work conform to all the technical specifications / parameters. Any additional expenditure towards these shall be solely on contractor's account and no claims whatsoever shall be entertained by the Bank in this regard.

1.	*Approved makes of Fire Extinguishers.	Ceasefire, Minimax, Kanex and Safex.
***After-Sales Service:** The make offered by the bidders should have setup for after-sales services in Bhopal.		

<u>7.6 Technical Parameters / Specifications of the fire extinguishers to be supplied and installed:</u>

1. The capacity of the fire extinguishers shall be 4 Kg.

2. The container / body of the fire extinguishers shall be Deep Drawn Mild Steel (M.S) steel cylinders. Internal and external surfaces of the cylinders shall be powder coated with pure polyester powder for corrosion resistance.

3. The dimensions and weight of the extinguishers shall be: a) Diameter - 150 mm (approximate), b) Height 450 mm (approximate) and c) Gross weight: 6.80 Kg (approximate).

4. The fire extinguishers, accessories and accessories shall conform to IS 15683: 2018 of the Bureau of Indian Standards (BIS). The fire extinguisher shall have IS 15683 marks with the Certification Marks License (CML) Number imprinted on them. The Testing & Inspection of the fire extinguishers shall also be done as per provisions in the same BIS Code. The bidders shall upload copies of documentary evidence in support of the Certification Marks License (CML) of the Original Equipment Manufacturer (OEM) for manufacturing of the specified type of fire extinguishers, conforming to IS 15683: 2018 and Certificate of Testing & inspection done as per IS 15683: 2018 of the Bureau of Indian Standards (BIS), along with Part (Techno-Commercial Bid) of the tender, along with Part (Techno-Commercial Bid) of the tender.

5. The fire extinguishers should be CE certified and Hydro Tested. The bidders shall upload copies of documentary evidence in support of the CE certification and Hydro Test (copies of the certificates), along with Part (Techno-Commercial Bid) of the tender, along with Part (Techno-Commercial Bid) of the tender.

6. The fire extinguishers shall be UL and FM certified, Clean Agent type with Fluro Ketone (Dodecafluro-2-methylpentan-3-one / $C_6F_{12}O$ / FK-5-1-12 / 3M Novec 1230) agent having fire rating of 2A:34B and should be suitable for extinguishing C type fire also.

7. The fire extinguishers shall be provided with Squeeze Grip Valve made of Forged Brass with Nickel Chromium plating, in-built Pressure Release Device (PRD), Pressure Guage and Non-Return Valve (NRV) at Pressure Gauge mounting port, Polyvinyl Chloride (PVC) Siphon Tube, Stainless Steel (SS) Safety Pin, Ethylene Propylene Diene Monomer (EPDM) Hose with Nylon nozzle fitted with metal threaded inserts, High Quality Vinyl label, Quick Response (QR) Code for product traceability.

8. The fire extinguishers should be covered under Manufacturer's Warranty of not less than 05 (five) years, which shall include coverage for manufacturing defects and cost of refilling and recharging in case the pressure falls below the acceptable / required level. During the warranty period, the contractor shall also be responsible for any repairs / replacements / maintenance / servicing of the defective spares / parts / accessories, free of cost. All charges viz. loading and unloading charges, transportation charges etc., arising on account of such repairs / replacements / maintenance / servicing during the warranty period shall be borne by the contractor. The Bank shall entertain no claims in this regard by the contractor.

9. The bidder shall upload the details about the make / brand, with the product brochure / data sheets of the fire extinguishers for which she / he / they offered the rates in the Part II (Price Bid), along with the Part I (Techno-Commercial Bid) of the tender. The fire extinguishers must be freshly manufactured and not refurbished. Each fire extinguisher should have a valid date of manufacturing, which should not be older than 12 (twelve) months from the date of issue of work order by the Bank.

10. On-site sample checking of the fire extinguishers will be done by the bank's Engineers or her / his agent, at the time of installation at site.

11. After the installation of fire extinguishers, if any of them is / are found to be defective / dysfunctional, such defective fire extinguisher(s) shall be replaced by the contractor, within 05 (five) days from the date of written instructions to the contractor.

12. The Serial No., date of manufacturing, and specifications of the fire extinguishers shall be labelled on the body of the extinguishers.

13. The contractor shall submit the detailed operating procedure of fire extinguishers supplied to the Bank. The procedure thus submitted should comply with the Manufacturer's Detailed Operating Procedure. The detailed Operating Procedure shall be in bold and large characters in bilingual format (Hindi and English), visible and legible and be labelled on each fire extinguisher in consultation with the Bank's Engineer. The contractor shall also provide training on usage to the identified staff members of the Bank / Fire / Security Staff deployed by the bank.

Annexure - I

8. PROFORMA OF PERFORMANCE BANK GUARANTEE.
(On Non-Judicial Stamp Paper of appropriate value)

Place:______________
Date:______________

To
Sujata Lal
Regional Director.
Reserve Bank of India
Estate Department,
Opposite to Hyper City,
Hoshangabad Road,
Arera Hills, Bhopal,
Madhya Pradesh - 462011.

Madam,

Tender for 'Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh'.

Whereas the Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called 'the RBI') has awarded the Contract for the captioned project (hereinafter called the 'Contract') to M/s ______________ (Name of the Contractor) (hereinafter called ' the said Contractor' which expression shall include its successors and assigns).
AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹.________________ (Rupees___ ______________________________________ only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We,________________(Name of the Bank), (hereinafter called 'the Bank'), at the request of M/s ___________________, the contractor, do hereby undertake to pay to the RBI an amount not exceeding Rs _________________ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We ______________ (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of Rs. _______ (Rupees ______________ only) or any

lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of Rs. __________ (Rupees ______________ only).

2. We also agree to undertake to and confirm that the sum not exceeding Rs. _____ (Rupees ______________ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.
4. This guarantee shall not be revoked by us without prior consent in writing of the RBI.

We hereby further agree that:

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said Contract and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Contractor or any other matters in connection therewith shall not discharge us in any way and our obligation under this guarantee. This guarantee shall be discharged only by the performance by the Contractor of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding Rs. ________ (Rupees ______________ only).
b) Our liability under these presents shall not exceed the sum of Rs. _______ (Rupees ______________ only).

c) Our liability under this agreement shall not be affected by any infirmity or irregularity on the part of our said constituents/clients or their obligations thereunder or by dissolution or change in the constitution of our said constituents.
d) This guarantee shall remain in force up to ……. (30 days beyond the work completion period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.
e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _______ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within ________ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ---------- day of ----------- (Month) --------- (Year) being herewith duly authorized.

For and on behalf of ____________________ (Name of the Bank)

Signature of authorized Bank official
Name:
Designation
Stamp/ Seal of the Bank
Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of :

Witness 1.	Witness 2.
Signature: …………………………………..	Signature: ……………………………………..
Name: ……………………………………….	Name: …………………………………………..
Address: …………………………………….	Address: ………………………………………….
………………………………………………..	……………………………………………………..
………………………………………………..	……………………………………………………..

Annexure - II.

9. PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT (EMD) / BID SECURITY.

(On Non-Judicial Stamp Paper of appropriate value)

Place:______________

Date:______________

To
Sujata Lal
Regional Director.
Reserve Bank of India
Estate Department,
Opposite to Hyper City,
Hoshangabad Road,
Arera Hills, Bhopal,
Madhya Pradesh - 462011.

Madam,

Tender for 'Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh'.

Ref.: NIT / Tender No……………………………… Date:

WHEREAS:

The Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai (hereinafter called the 'RBI') has invited tenders for the captioned service (hereinafter called 'the said tender') on the terms and conditions mentioned in the said tender documents.

It is one of the terms of invitation of tenders that the bidder shall furnish a Bank Guarantee for a sum of ₹____________ (Rupees ____________________ only) as Earnest Money Deposit (EMD).

M/s. (Name of the tenderer / bidder) ______, (hereinafter called as 'the tenderer / bidder'), who are our Clients / Constituents intend to submit their tender / Bid for the said work and have requested us to furnish a Bank Guarantee to the Reserve Bank of India, in respect of the said sum of ₹__ (Rupees ___________________ only) in respect of Earnest Money Deposit (EMD).

NOW THIS GUARANTEE WITNESSETH:

1. We _____________ (Name of the bank) do hereby agree with and undertake to the RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the tenderer / bidder has not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said tenderer / bidder; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹_________ (Rupees ____ ___________ only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Earnest Money Deposit (EMD) for the due performance of the obligations of the tenderer / bidder under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹_________ (Rupees ______________ only).
2. We also agree to undertake to and confirm that the sum not exceeding ₹__ _________ (Rupees _______________ only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding on us and shall not be questioned by us in any respect or manner whatsoever. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.
3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the Reserve Bank of India and the tenderer / bidder.

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

We hereby further agree that:

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

b) Our liability under these presents shall not exceed the sum of ₹______________ (Rupees _______________ only) .

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

d) This guarantee shall remain in force up to _________ (four months from the last date of submission of tender) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

e) Our liability under these presents will terminate unless these presents are renewed as provided hereinabove on the _______ or on the day when our said constituents comply with their obligations, as to which a certificate in writing by the RBI alone is the conclusive proof whichever date is later. Unless a claim or suit or action is filed against us within ________ or any extended period, all the rights of the RBI against us under this guarantee shall be forfeited and we shall be released and discharged from all our obligations and liabilities hereunder.

Yours faithfully,

For and on behalf of ___________________________ bank.

Authorized Official (with seal):

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

Annexure - III.

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

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

To
Sujata Lal
Regional Director.
Reserve Bank of India
Estate Department,
Opposite to Hyper City,
Hoshangabad Road,
Arera Hills, Bhopal,
Madhya Pradesh - 462011.

Madam,

Name of work: Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh.

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

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

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

(Strikeout whichever of the above is not applicable)

3. I/ We further certify that ______________ (Name of the bidder) fulfils all requirements in this regard and is eligible to be considered under the provision of the above referred Office Memorandum and its subsequent orders / revision. I/We also undertake that even

in case of contracts where we are permitted by the Bank/RBI to sub-contract I/We _______________ (Name of the bidder) will not sub-contract any work to a contractor from country(ies) sharing land border with India, unless such contractor fulfils all the requirements contained in the above referred office memorandum/ order.

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

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

Date:
Place:

Annexure - IV.

11. FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK
(On bankers' Letter Head)

To
Sujata Lal
Regional Director.
Reserve Bank of India
Estate Department,
Opposite to Hyper City,
Hoshangabad Road,
Arera Hills, Bhopal,
Madhya Pradesh - 462011.

This is to certify that to the best of our knowledge and information M/s. / Shri. M/s. ______ ____ 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 ₹ ___________ lakh). 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 - V.

12. Proforma for Contract Labour (Regulation & Abolition) Act (CLRA), 1970 – Declaration.

To
Sujata Lal
Regional Director.
Reserve Bank of India
Estate Department,
Opposite to Hyper City,
Hoshangabad Road,
Arera Hills, Bhopal,
Madhya Pradesh - 462011.

Name of the work: Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh.

Work order No. ………………………………………………………………………………………

I / We have ensured payment of minimum wages to all labourers / workmen staff employed by me / us. I / We am / are submitting this certificate to this effect that, I / We have actually paid all the dues of all the labourers of all descriptions / designations engaged by me / us for completion of the job / work awarded to us by the Reserve Bank of India Bhopal as per the work order mentioned above, at the rate which is not less than the one prescribed under Minimum Wages Act, 1948 and I / We have complied with the provisions of Contract Labour (Regulation and Abolition) / CLRA Act with regard to providing the essential amenities to the contract labour.

Place: Signature of the contractor:

Date:

Note: A declaration in the above proforma is to be mandatorily submitted by the successful bidder along with bills.

Annexure - VI.

13. Proforma for Indemnifying the Employer against Contract labour Rules / regulations.

(On Non-Judicial Stamp Paper of appropriate value)

To
Sujata Lal
Regional Director.
Reserve Bank of India
Estate Department,
Opposite to Hyper City,
Hoshangabad Road,
Arera Hills, Bhopal,
Madhya Pradesh - 462011.

Madam,

Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh.

We, M/s ……………… (Name of contractor), hereby undertake that we shall comply with all the statutory rules/ regulations regarding the employment of contract labour and their payment. We also hereby fully indemnify and keep indemnified the Employer, i.e. Reserve Bank of India, against payments to be made to the contract labour and for the observance of the laws in this regard without prejudice to our right to claim indemnity from our sub-contractors.

Yours faithfully,

For ________________________

Authorised signatory

14. Pre-qualification / Eligibility Criteria forms.

Format 1.

Basic Information.

1 (a)	Name of the bidder:	
2.	Details of registration of the bidding entity: Whether Proprietorship / Partnership Firm / Private Limited / Limited or Co-operative Body / Public Sector Undertaking etc., or MSME Registration etc. Relevant documents in support thereof, shall be submitted along with Part 1 (Techno-Commercial Bid) of the tender:	
2 (a)	Name of the Proprietor / Partners / Directors of the bidding entity:	
3 (a)	Registered Address:	
3 (b)	Address for correspondence:	
4 (a)	Contact person:	
4 (b)	Designation:	
4 (c)	Telephone (Landline) No:	
4 (d)	Mobile phone No:	
4 (e)	FAX / Tele-FAX No:	
4 (f)	e-mail ID:	
5 (a)	(i) Goods and Services Tax (G.S.T) registration details and No: (ii) PAN No: Relevant documents in support thereof, shall be submitted along with Part 1 (Techno-Commercial Bid) of the tender:	

5 (b)	Details of registration of the Original Equipment Manufacturer (OEM) with Bureau of Indian Standards (BIS) for manufacture of fire extinguishers conforming to IS 15683 along with Certification Marks License (CML) Number: The bidders shall upload copies of Registration Certificate with Certification Marks License (CML) Number issued to the Original Equipment Manufacturer (OEM) by the Bureau of Indian Standards (BIS) for manufacture of fire extinguishers conforming to IS 15683: 2018, along with Part (Techno-Commercial Bid) of the tender, along with Part (Techno-Commercial Bid) of the tender.	
5 (c)	Details of valid Dealership / Distributorship Certificate issued by the Original Equipment Manufacturers (OEMs): In case the bidder is an Authorised Dealer / Distributor / Reseller of the Original Equipment Manufacturer (OEM), the bidder shall upload copies of documentary evidence in support of the valid Dealership / Distributorship / Authorization Certificate issued by the Original Equipment Manufacturer (OEM) for supply and installation of the specified type of fire extinguishers, conforming to IS 15683: 2018 of the Bureau of Indian Standards (BIS), along with Part (Techno-Commercial Bid) of the tender, along with Part (Techno-Commercial Bid) of the tender.	
6	Number of years of experience of the bidder in supply and installation of fire extinguishers.	

	Relevant documents in support thereof, shall be submitted along with Part 1 (Techno-Commercial Bid) of the tender, as per Format 2.	
7	Whether the bidder ever required to suspend any work / contract completed / in hand, for a period of more than six months continuously after commencement? If yes, then furnish the reasons thereof:	
8	Whether the bidder or any constituent partner in the case of Partnership Firm, ever abandoned any contract / work awarded to her / him / them, before their successful completion? If so, give name of the project, client and reasons for abandonment:	
9	Whether the bidder or any constituent partner in the case of Partnership Firm, ever been debarred / black-listed for participating in the bidding process / undertaking any contract(s) / work(s), in any organization at any time? If so, give details:	
10	Whether the bidder or any constituent partner in the case of Partnership Firm, ever been convicted?	
11.	Whether the bidder was involved in any Civil Suit / Litigations in connection with any contracts / works awarded to her / him / them or any court cases pending in which the bidder is a party. If yes, please furnish the details in proforma given below:	Yes / No.

15. Details of Civil Suit / Litigations in connection with any contracts / works awarded to the bidder / being done / executed by the bidder now or any court cases pending in which the bidder is a party.

Sl. No.	Name of the contract and client.	Nature of contract / work.	Work Order reference No and Date.	Present stage of the contract / work.	Value of the contrac / workt.	Brief details of Civil Suit / Litigation / Court Case.
1.	2.	3.	4.	5.	6.	7.

Signature of the bidder with seal:

Format 2.

16. PREVIOUS EXPERIENCE: DETAILS OF IMPORTANT SIMILAR CONTRACTS / WORKS DONE / COMPLETED BY THE BIDDER BEFORE JUNE 30, 2021.

Sl. No.	Name of similar contracts / works successfully done / completed.	Nature / details of similar contracts / works successfully done / completed.	Name of the owner / client. Also indicate whether the client was Government / Public Sector Undertaking or Private Organisation with their full postal address.	Cost of the contract / work:		Period of completion:			Reason for delay, if any.	Whether the contract / work was left incomplete, or the contract / work was terminated from either side?	Litigation / Arbitration if any, furnish details.	Any other relevant information.
				Contract Amount in ₹.	Actual value of completed contract / work in ₹.	Date of commen-cement of the contract / work.	Scheduled date of completion of the contract / work as per the work order / contract.	Actual date of completion of the contract / work.				
1	2	3	4.	5 (a).	5 (b).	6 (a).	6 (b).	6 (c).	7.	8.	9.	10.

Note:

1. Details to be furnished along with relevant documents and shall be uploaded along with Part I (Techno-Commercial Bid) of the tender.
2. This list of contracts / works successfully completed is for reckoning minimum 05 (five) years' experience, stipulated herein under the Pre-Qualification / Eligibility Criteria.

Signature of the bidder with seal:

Format 2A.

17. DETAILS OF IMPORTANT SIMILAR CONTRACTS / WORKS IN HAND.

Sl. No.	Name of similar contracts / works in hand.	Nature / details of similar contracts / works in hand.	Name of the owner / client. Also indicate whether the client was Government or Public Sector Undertaking / Private Organisation with their full postal address.	Contract Amount in ₹.	Period of completion.		Present stage of the contract / work, with reasons if the contract / work is delayed.	Any other relevant information.
					Stipulated.	Expected.		
1.	2.	3.	4.	5.	6 (a).	6 (b).	7.	8.

Signature of the bidder with seal:

Format 3.

18. DETAILS OF IMPORTANT SIMILAR CONTRACTS / WORKS, COSTING EQUAL TO OR MORE THAN THE MINIMUM VALUE SPECIFIED IN PRE-QUALIFICATION / ELIGIBILITY CRITERIA, SUCCESFULLY DONE / COMPLETED BY THE BIDDER DURING THE LAST 5 (FIVE) YEARS ENDING ON JUNE 30, 2026, FROM JULY 01, 2021 (QUALIFYING CONTRACTS / WORKS):

Sl. No.	Name of similar contracts / works.	Nature / details of similar contracts / works successfully done / completed.	Name of the owner / client. Also indicate whether the client was Government / Public Sector Undertaking / Private Organisation, with their full postal address.	Name, e-mail ID, telephone (land line and mobile) Nos., Fax No. of the contact executive (the person of bidder's client, who can be contacted by the Bank in case if it is so needed).	Cost of the contract / work:		Period of completion:			Reason for delay, if any	Whether the contract / work was left incomplete, or contract / work was terminated from either side?	Litigation / Arbitration, if any with details.	Any other relevant information.
					Contract Amount in ₹.	Actual value of completed contract / work in ₹.	Date of commen-cement of the contract / work.	Scheduled date of completion of the contract / work as per the work order / contract.	Actual date of completion of the contract / work.				
1.	2.	3.	4.	5.	6 (a).	6 (b).	7 (a).	7 (b).	7 (c).	8.	9.	10.	11.

Note:

1. This list of contracts / work is for each of the qualifying contracts / works as specified under the Pre-Qualification / Eligibility Criteria.
2. For each of the qualifying contracts / works, client certificate as per Format 3A shall be uploaded

Signature of the bidder with seal:

Format 3A.

19. *CLIENT's CERTIFICATE / REPORT REGARDING PERFORMANCE OF BIDDER / THIRD-PRTY QUALITY AUDITOR (TPQA) (ON CLIENT'S LETTER HEAD):

Name & address of the client :

Details of the contract / work done / completed by Smt. / Ms. / Shri. / M/s. :

1. Name of the contract / work with brief particulars :
2. Contract / Agreement No. and date :
3. Contract value / amount :
4. Date of commencement of the contract / work :
5. Stipulated date of completion of the contract / work :
6. Actual date of completion of the contract / work :
7. Details of compensation (Liquidated Damages / LD) levied for delay (indicate amount) if any :
8. Gross amount paid for the completed contract / work :
9. Name and address of the authority under whom the contract / work was executed :
10. Whether the contractor employed qualified and experienced Engineers / Professionals / Technicians for during execution of the contract? :

    i) Quality of work done (indicate grading) : Outstanding / Very Good / Good / Satisfactory / Poor.

    (ii) Amount for contract / works paid on reduced rates, if any :

12. Did the contractor go for arbitration :

    i) If yes, total amount of claim :

    ii) Total amount awarded :

13. Comments on the capabilities of the contractor

    i) Technical proficiency : Outstanding / Very Good / Good / Satisfactory / Poor.

    ii) Financial soundness : Outstanding / Very Good / Good / Satisfactory / Poor.

    iii) General behavior : Outstanding / Very Good / Good / Satisfactory / Poor.

Signature of the Reporting Officer* with office seal:

Note:

(i) Information on all rows should be filled in properly.

(ii) * Clients Certificate / Report for each of the similar contracts / works, costing above the minimum value specified under the Pre-Qualification / Eligibility Criteria, successfully done / completed by the bidder during the last 5 (five) years ending on June 30, 2026 from July 01, 2021 (Qualifying contracts / works), carried out for Government / Public Sector clients, the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.

For each of the similar contracts / works, costing above the minimum value specified under the Pre-Qualification / Eligibility Criteria, successfully done / completed by the bidder during the last 5 (five) years ending on June 30, 2026 from July 01, 2021 (Qualifying contracts / works), carried out for Private Sector clients shall be submitted along with copies of Tax Deduction at Source (TDS) Certificate and Consolidated Annual Tax Statement (Form 26 AS) issued by the Indian Income Tax Department.

Format 4

20. FINANCIAL INFORMATION:

Sl. No.	Details.	Financial Year.		
		2023-2024 ₹ in lakh.	**2024-2025 ₹ in lakh.**	**2025-2026 ₹ in lakh.**
1	Gross Annual Financial Turn Over, authenticated by a Chartered Accountant (CA) certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN).			
2	Annual Profit / Loss.			

Note:

a) The statement shall be supported by figures in Balance Sheet / Profit & Loss (P & L) Statement, with copies of audited Annual Financial Statements / Accounts of the business of the bidder duly authenticated by a Chartered Accountant (CA) certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN).

b) The Income Tax Clearance Certificates / Income Tax Assessment Orders along with the latest final accounts of the business of the bidder duly authenticated by a Chartered Accountant (CA) certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN), as a proof of creditworthiness shall also be submitted.

c) Copies of the above documents shall be scanned and uploaded along with Part I (Techno-Commercial Bid) of the tender.

Signature of the bidder with seal:

Format 5

21. FORM OF BANKERS' SOLVENCY CERTIFICATE FROM A SCHEDULED BANK (On Bankers' Letter Head).

To
Sujata Lal
Regional Director
Reserve Bank of India
Estate Department
Hoshangabad Road,
Arera Hills, Bhopal,
Madhya Pradesh - 462011.

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

For the bank with Name, Designation & Seal:

Note:

i) Bankers' Certificates should be on the letter head of the bank.
ii) In case of Partnership Firm, certificate to include names of all partners as recorded with the bank.

Format 5A

22. DETAILS OF THE BIDDER'S BANKER:

1	Name and full address of the bidder's banker:	
2	Name of contact executives, Email ID, contact numbers (land line and mobile), Fax number etc. (The person who can be contacted at the office of their banker by the Bank in case it is needed.)	

Signature of the bidder with seal:

23. CPP पोर्टल पर निविदा के भाग -1 (तकनीकी-व्यावसायिक बोली) के साथ अपलोड किए जाने वाले दस्तावेजों की चेकलिस्ट /

Checklist for documents to be uploaded on CPP portal along with Part-1 (Techno-Commercial Bid) of the tender:

Sl. No.	**Documents.**	**Whether submitted? (Yes / No / Not Applicable*)** *Kindly provide valid reason / undertaking if not applicable.
1.	Relevant pages of the Tender Document issued by the Bank, in which information are to be duly filled in, stamped and signed (including all Annexures, Minutes of pre-bid meeting and corrigendum if any):	
2.	Power of Attorney / Authorization with the seal of the bidding entity in the name of the person signing the Tender Documents:	
3.	Copy of NEFT Receipt / Bank Guarantee / Demand Draft as evidence of remittance / submission of the stipulated earnest Money Deposit (EMD):	
4.	Certificate of Incorporation and Memorandum and Articles of Association / Partnership Deed / other relevant documents / certificate of registration for commencement of business:	
5.	Details of the bidding entity (in the format prescribed under Annexure II) herein, along with particulars of all the directors and responsible officials / partners / individual(s) concerned:	
6.	Copies of PAN Card & other related Income Tax documents:	
7.	Copy of Goods and Service Tax (GST) Registration Certificate:	
8.	Copy of Micro, Small and Medium Enterprise (MSME) Registration Certificate, if any:	
9.	Copy of Employees Provident Fund (EPF) Registration Certificate, if applicable:	
10.	Copy of Employees State Insurance (ESIC) Registration Certificate, if applicable:	
11.	Copy of License under Section12 (1) of Contract Labour (R&A) Act 1970 read with section 21 of Contract Labour Act 1971, if applicable:	
12.	Work Orders and completion certificates in support of experience of more than 5 years in carrying out similar works	

Sl. No.	Documents.	**Whether submitted? (Yes / No / Not Applicable*)** *Kindly provide valid reason / undertaking if not applicable.
13.	Details of similar qualifying works successfully done / completed during the last 05 (five) years form July 01, 2021, to June 30, 2026, along with contact details of clients (in the format prescribed under Annexure I):	
14.	Copies of work orders for all similar qualifying works successfully done / completed during the last 05 (five) years form July 01, 2021, to June 30, 2026:	
15.	Client's Certificates (in the format prescribed under Annexure V) from different clients in the letterheads of the clients and signed by authorized signatory for all similar qualifying works successfully done / completed during the last 05 (five) years form July 01, 2021, to June 30, 2026:	
16.	Copies of Tax Deducted at Source (TDS) Certificates, as proofs of receipt of payment for all the contracts / works executed / done for Private Sector clients:	
17.	Copies of Completion Certificates issued by the clients for all similar qualifying works successfully done / completed during the last 05 (five) years form July 01, 2021, to June 30, 2026:	
18.	Work Orders for previous experience, if any, of carrying out Works for the Reserve Bank of India at any center	
19.	Copies of the Audited Final Accounts for the last 03 (three) consecutive Financial Years ending on March 31, 2026, and a certificate issued by a Chartered Accountant (CA) certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN), indicating the turnover for the last 03 (three) consecutive Financial Years ending on March 31, 2026:	
20.	Copies of the Income Tax Clearance Certificates / Income Tax Assessment Orders / Income Tax Returns for last 03 (three) consecutive Financial Years ending on March 31, 2026:	
21.	Details of bank accounts of the bidder, along with Contact details of the officials of the bidder's banker(s), who may be contacted by the Bank, if necessary:	

Sl. No.	Documents.	Whether submitted? (Yes / No / Not Applicable*) *Kindly provide valid reason / undertaking if not applicable.
22.	Banker's Certificate in the letter head of the bidder's bank and signed by authorized signatory as per the format prescribed as Annexure IV provided herein:	
23.	Valid document in support of having full-fledged service setup / back office / administrative office in Bhopal:	
24.	Undertaking of having all the required legal / statutory approvals for carrying out this business at Bhopal:	
25.	Proforma for indemnifying the Bank against Contract Labour Acts / Laws / Regulations as per the format prescribed as Annexure V provided herein:	
26.	Undertaking of not having convicted in a Court of Law and declaration regarding debarment / suspension / blacklisting by any Government / Public Sector organization(s):	
27.	Particulars of all Civil Suits pending, if any, in which the bidders is a party / involved:	
28.	List of deviations, if any, put forth by the bidder regarding the commercial terms and conditions stipulated in this tender document:	
29.	List of deviation, if any, in technical specifications put forth by the bidder regarding the commercial terms and conditions stipulated in this tender document:	
30.	Other relevant documents, if any: 1. …………………………………………………… 2. …………………………………………………… 3. …………………………………………………… 4. …………………………………………………… 5. ……………………………………………………	

Place:

Date:

Signature of the tenderer with seal:

24. TECHNICAL DETAILS TO BE FURNISHED BY THE CONTRACTOR:

(Bidder should provide Manufacturer certificate authorizing the Bidder for supply of the equipment).

B. Clean Agent Type Fire Extinguishers		
Sl. No.	**DETAILS.**	**To be filled by Bidder**
1	Type of fire extinguishers:	
2	Capacity of the fire extinguishers:	
3	Make & Model:	
4	Container / body type of the fire extinguisher	
5	BIS Certification No.	
6	Whether fire extinguisher is CE certified and Hydro Tested	
7	Whether fire extinguisher is UL and FM certified, Clean Agent type with Fluro Ketone (Dodecafluro-2-methylpentan-3-one / C6F12O / FK-5-1-12 / 3M Novec 1230) agent having fire rating of 2A:34B and should be suitable for extinguishing C type fire also.	
8	Quick Response (QR) Code for product traceability	
9	Manufacturer's Warranty of 5 years	
10	Whether the fire extinguishers are freshly manufactured and having a valid date of manufacturing, which should not be older than 12 (twelve) months from the date of issue of work order by the Bank.	
CONSTRUCTION:		
11	Cylinder:	
12	Pressure Gauge:	
13	Hose:	
14	Discharge Nozzle:	
15	Design and construction of valve:	

DIMENSIONS / Gross Weight:		
16	Thickness:	
17	Diameter:	
18	Height:	
19	Gross Weight:	

25. Schedule of Quantities.

Item No.	Description of the item.	Quantity.	Unit.
1.	**Supply and installation of Clean Agent type fire extinguishers at the Main Office Premises of the Reserve Bank of India situated at Arera Hills, Bhopal, Madhya Pradesh, conforming to the following specifications:** i) The capacity of the fire extinguishers shall be 4 Kg. ii) The container / body of the fire extinguishers shall be Deep Drawn Mild Steel (M.S) steel cylinders. Internal and external surfaces of the cylinders shall be powder coated with pure polyester powder for corrosion resistance. iii) The dimensions and weight of the extinguishers shall be: a) Diameter - 150 mm (approximate), b) Height 450 mm (approximate) and c) Gross weight: 6.80 Kg (approximate). iv) The fire extinguishers, accessories and accessories shall conform to IS 15683: 2018 of the Bureau of Indian Standards (BIS). The fire extinguisher shall have IS 15683 marks with the Certification Marks License (CML) Number imprinted on them. The Testing & Inspection of the fire extinguishers shall also be done as per provisions in the same BIS Code. v) The fire extinguishers should be CE certified and Hydro Tested. vi) The fire extinguishers shall be UL and FM certified, Clean Agent type with Fluro Ketone (Dodecafluro-2-methylpentan-3-one / $C_6F_{12}O$ / FK-5-1-12 / 3M Novec 1230) agent having fire rating of 2A:34B and should be suitable for extinguishing C type fire also. vii) The fire extinguishers shall be provided with Squeeze Grip Valve made of Forged Brass with Nickel Chromium plating, in-built Pressure Release Device (PRD), Pressure Guage and Non-Return Valve (NRV) at Pressure Gauge mounting port, Polyvinyl Chloride (PVC) Siphon		

Item No.	Description of the item.	Quantity.	Unit.
	Tube, Stainless Steel (SS) Safety Pin, Ethylene Propylene Diene Monomer (EPDM) Hose with Nylon nozzle fitted with metal threaded inserts, High Quality Vinyl label, Quick Response (QR) Code for product traceability. viii) The fire extinguishers should be covered under Manufacturer's Warranty of not less than 05 (five) years, which shall include coverage for manufacturing defects and cost of refilling and recharging in case the pressure falls below the acceptable / required level. During the warranty period, the contractor shall also be responsible for any repairs / replacements / maintenance / servicing of the defective spares / parts / accessories, free of cost. All charges viz. loading and unloading charges, transportation charges etc., arising on account of such repairs / replacements / maintenance / servicing during the warranty period shall be borne by the contractor. The Bank shall entertain no claims in this regard by the contractor. ix) The fire extinguishers must be freshly manufactured and not refurbished. Each fire extinguisher should have a valid date of manufacturing, which should not be older than 12 (twelve) months from the date of issue of work order by the Bank. x) After the installation of fire extinguishers, if any of them is / are found to be defective / dysfunctional, such defective fire extinguisher(s) shall be replaced by the contractor, within 05 (five) days from the date of written instructions to the contractor. xi) The Serial No., date of manufacturing, and specifications of the fire extinguishers shall be labelled on the body of the extinguishers. xii) The contractor shall submit the detailed operating procedure of fire extinguishers supplied to the Bank. The procedure thus submitted should comply with the Manufacturer's Detailed Operating Procedure. The detailed Operating Procedure shall be in bold and large characters in		

Item No.	Description of the item.	Quantity.	Unit.
	bilingual format (Hindi and English), visible and legible and be labelled on each fire extinguisher in consultation with the Bank's Engineer. The contractor shall also provide training on usage to the identified staff members of the Bank / Fire / Security Staff deployed by the Bank.	80	Nos.
2.	**<u>Rebate (scrap / buyback value) for taking away the old fire extinguishers:</u>** Rebate for taking away the old fire extinguishers of different types, makes and models, from different locations and floors of the Bank's Main Office Building / Premises, in as is where is conditions, excluding Goods and Service Tax (GST), Cess, Surcharge etc.	80	Nos.

Details of fire extinguishers to be supplied and installed:

Sl. No.	Premises for installation.	Quantity.
a.	Reserve Bank of India, Bhopal's Main Office Premises at Arera Hills.	**80 Nos.**
Total.		**80 Nos.**

Note: The Bank reserves the right to increase / decrease the number of fire extinguishers to be supplied and installed or to change the site of installation (within Bhopal).

****