



**Reserve Bank of India
Premises Department
Mumbai**

**Annual Maintenance Contract of various types of Fire Extinguishers for
Central Office Building at Fort, Mumbai**

SCHEDULE OF TENDER

Name of work	Annual Maintenance Contract for various types of Fire Extinguishers for Central Office Building at Fort, Mumbai
Mode of Tender	Invitation of sealed quotations
Bank's estimated cost (Including GST)	₹ 90,000/-
Earnest Money Deposit	Nil
Date of issue of Tender on Bank's Website	From 11:00 Hrs on 24 Jun 2021
Pre-Bid queries (through e-mail only)	Up to 15.00 Hrs on 08 Jul 2021
Last Date of submission of quotation	Up to 13:00 Hrs on 22 Jul 2021
Date & time of opening of quotations	Quotations shall be opened at 15:00 Hrs on 22 Jul 2021.

**Reserve Bank of India
Premises Department
Mumbai**

Notice to invite the quotations for Annual Maintenance Contract of various types of Fire Extinguishers for Central Office Building at Fort, Mumbai

Quotations in two parts (Part -I and Part –II) are invited for "Annual Maintenance Contract of various types of Fire Extinguishers for Central Office Building at Fort, Mumbai". The work is estimated to cost **₹ 90,000/- (Inclusive of GST)**

1. Quotation forms will be available from **1100 Hrs on June 24, 2021** on RBI website. The duly filled in quotation documents should be submitted before 1300 Hrs on July 22, 2021.

2. Only those contractors who possess the following shall be eligible to participate in the quotation:

- i) **Bidder should have a valid license:** issued by local statutory authority for undertaking works pertaining to fire extinguishers.

- ii) have minimum 5 years of experience in the field of undertaking similar maintenance of various type Fire Extinguishers (**works completed on or before May 31, 2021**)

and

- iii) have executed successfully (**works completed on or after May 31, 2016**)

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

or

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

Or

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

AND

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

AND

- v) Banker's certificate of value not less than estimated cost as per the pro forma given [Annex-IV](#)

AND

- vi) Bidder should have service support set up like required tool, office, qualified technical personnel etc. in metropolitan region of **Mumbai**.

3. The Quotation forms will be issued only to those contractors who invariably furnish, at the time of applying for purchase of quotation -forms, the following information in writing and submit relevant documents to satisfy the Bank about their eligibility for participating in the tendering process.

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

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

4. In the event of intending bidder's failure to satisfy the Bank; the Bank reserves the right to refuse issuance of tender forms/documents to them.
5. Quotation forms can be downloaded from the website www.rbi.org.in till July 22, 2021. In case of downloaded documents, all the information / documents, mentioned in Para 3 above, will have to be submitted in a separate sealed cover addressed by name to Chief General Manager, Premises Department, Central Office at RBI, Fort, Mumbai-400001 up to 1300 Hrs on July 22, 2021 (last date of sale of tender) for Banks' examination. After scrutiny, if any of the contractors are not found to possess the required eligibility, their quotations will not be accepted by the Bank for further processing.
6. All the intending tenderers are advised to study the tender documents and may send their queries through email to ashutoshsingh@rbi.org.in / vykadalge@rbi.org.in before on or before 1500 Hrs on July 08, 2021 for clarification. With prior notice on the above email and confirmation from the Bank, Site visit will be facilitated to the intending tenderers to provide the first feel of the work and site. The duly filled in tender documents shall be submitted in premises Department, central office Building, RBI, Fort Mumbai till 1300 Hrs on July 22, 2021. **No further clarifications/queries will be entertained after date of**

sending queries.

7. Quotation in prescribed form shall be submitted in duplicate in two parts, Part-I quotation will contain the Bank's standard technical and commercial conditions, if any for the proposed work, tenderers' covering letter be sealed in one cover, super scribing "Part – I Annual Maintenance Contract of various types of Fire Extinguishers for Central Office Building at Fort, Mumbai". **Part - II tender will contain no conditions but Bank's schedule of quantities, and priced bid only and be sealed in a separate cover, super scribing "Part – II Annual Maintenance Contract of various types of Fire Extinguishers for Central Office Building at Fort, Mumbai.** Both these sealed covers will further be sealed in another envelope addressed by name to Chief General Manager, Reserve Bank of India, Premises Department, Central office Building, Fort, Mumbai will be received by the Bank up to **1300 Hrs on July 22, 2021** in the manner described in the Quotation form. Quotations received after the due date and time will not be accepted under any circumstances.
8. Part - I of the tenders will be opened at **1500 Hrs on July 22, 2021** in the presence of the authorized representative of the tenderers who choose to be present. Part-II of the tender will be opened on a subsequent date which will be intimated to the tenderers in advance.
9. The applicants/quotation have to submit in a sealed envelope / cover
 - i) Client's certificate as per format at [annexure- III](#) from of their clients for whom they have carried out "eligible works" in terms of the eligibility (Pre-qualification) criteria explained in this notice.

The client's certificate shall be accepted only when the same is signed by an official of the rank of Superintendent Engineer or equivalent in respect of a Government/Semi Government organization or a PSU and only when they are supported by adequate proof of payment received by the contractor for the work done by him. The client's certificate issued by the private organizations shall also accompany Tax Deducted at Source (TDS) certificates. Applications/quotations received without the above certificates in the specified format shall be rejected. The Bank shall have the right to independently verify these certificates.
 - ii) Banker's certificate as per format at [annexure – IV](#) from their banker/bankers.

The certificates should be addressed to Chief General manager, RBI, Premises Department, Central Office, Fort, Mumbai and shall be submitted along with their application/Quotation, in a sealed envelope/cover.

The Bank shall evaluate the said reports before opening of the Part – II of the Quotations. If any Bidder is not found to possess the required eligibility for participating in the tendering process at any point of time and/or his performance reports received from his clients and/or his bankers are found unsatisfactory, the Bank reserves the right to reject his offer even after opening of Part-I of the quotation and his sealed cover containing Part-II of the quotation shall be returned back to him as it is. The Bank is not bound to assign any reason for doing so.

9. The Bank is not bound to accept the lowest tender and reserves the right to accept either in full or in part any tender. The Bank also reserves the right to reject all the tenders without assigning any reason thereof.
10. After scrutiny of the eligibility documents submitted by the bidders, the Bank shall finalize the list of qualified bidders and a panel of these qualified bidders shall be prepared which shall be valid for a period of three years. Bank at its discretion may invite quotations from this panel for other similar works during the validity of the panel.

**Chief General Manager
Reserve Bank of India
Premises Department
Central Office, Mumbai**

**Reserve Bank of India
Premises Department
Mumbai**

Quotation for

Annual Maintenance Contract of various types of Fire Extinguishers for Central Office Building at Fort, Mumbai

PART I

(Technical & commercial Bid)

Name of the Bidder _____

Address: _____

Date up to which Pre-Bid queries may be sent : 15:00 Hrs on July 08, 2021

Due date and time for Submission of quotation: up to 13:00 Hrs. on July 22, 2021

Date of opening of Part- I of quotation : at 15:00 Hrs. on July 22, 2021

Venue : Premises Department
5th Floor, Central Office Building
Reserve Bank of India,
Mumbai- 400 001

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DISCLAIMER

Reserve Bank of India, Premises Department, Central Office, Mumbai has prepared this document to give background information on the Contract to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

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 Reserve Bank of India in submitting the e-quotation. The information is provided on the basis that it is non – binding on Reserve Bank of India or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Reserve Bank of India reserves the right not to proceed with the Contract or to change the configuration of the Contract, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

Section-I
Form of Tender

Chief General Manager
Reserve Bank of India
Premises Department
Central Office Building
Mumbai – 400 001.

Madam,

Quotation for Annual Maintenance Contract of various types of Fire Extinguishers for Central Office Building at Fort, Mumbai

Having examined the requirements, conditions and schedule of quantities relating to the captioned work and having visited and examined the site of the works and also having acquired the requisite information relating thereto as involving the tender, I/We hereby offer to take up the **Annual Maintenance Contract of Various types of Fire Extinguishers for Central Office Building at Fort, Mumbai** at the rates mentioned in the attached schedule of quantities and in accordance with the conditions of the tender and conditions of contract attached hereto.

Memorandum

(a)	Description of work	:	Annual Maintenance Contract of Various types of Fire Extinguishers for Central Office Building at Fort, Mumbai
(b)	Estimated cost	:	₹ 90,000/- (Inclusive of GST)
(c)	Security Deposit	:	Amount equal to 10% of the Contract Amount from successful bidder
(e)	Percentage, if any, to be deducted from each bill	:	NIL
(f)	Contract Period	:	One Year

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of the tender Part-I and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.

3. Should this Tender be accepted, I/we hereby agree to abide by and fulfill all the terms and conditions of the Tender and in the event of any default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender document with the written acceptance of the Contract.

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

Dated thisday of 2021

For and on behalf of M/s

(Signature of authorized signatory with seal)

Name _____ Designation ____
Place _____
Date _____

(Certified true copy of Board Resolution or mandate or Power of Attorney of the above signatory as authorized signatory should be enclosed).

Witnesses (1) Signature with name, address and date

Witness (2) Signature with Name, address and date

Section-II

Articles of Agreement

ARTICLES OF AGREEMENT made the _____ day of _____ between the Reserve Bank of India, Mumbai Regional Office, Shahid Bhagat Singh Marg, Fort, Mumbai-400001, having its Central Office at Shahid Bhagat Singh Marg, Fort, Mumbai 400001 (hereinafter called "the Employer" or "the Reserve Bank" or "the Bank") represented by..... Which expression shall unless repugnant to the context uncloses his successor in Office of the one part and _____

_____ (hereinafter called "the Contractor") represented by.....which expression shall include his successors, assigns and legal representative of the other part.

WHEREAS the Employer is desirous of carrying out the work of **Annual Maintenance Contract of Various Fire Extinguishers for Central Office Building at Fort, Mumbai** and has caused scope of work describing the works to be done [as detailed in Tender Documents (Part I, Part II, annexures and amendments thereof)].

AND WHEREAS the said scope of work and the Schedule of Quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute upon and subject to the Conditions set forth herein and to the Conditions set forth in the General Conditions of Contract, Special Conditions, and in the Schedule of Quantities (all of which are collectively hereinafter referred to as "the said Conditions") the works described in the said Scope of works and included in the Schedule of Quantities at the Respective rate therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable there under amount of ₹-----/-.

A. NOW IT IS HEREBY AGREED AS FOLLOWS:

- i. This agreement will come into effect from _____ and will remain in force up to _____ or unless it is terminated as per the terms herein after contained.
- ii. The _____ charges _____ of ₹..... (Rupees Only) covering the cost of manpower (materials / fittings/ fixtures shall be arranged at approved reasonable rate) for efficient rendering the maintenance services shall be payable on quarterly basis subject to submission of bill/ invoice. The payment thereon will be made after the same is duly certified by the Bank's officials to the effect that the maintenance services have been provided satisfactorily and after deducting all statutory dues/ taxes etc.

- iii. The above charges are firm and not subject to labour conditions, exchange variations or any other condition whatsoever.
- iv. The above charges also include Insurance Charges (Workman Compensation and against COVID-19) and any other tax and duty or other levy, whether existing or levied in future by the Central Government or the State Government or any local authority. GST will be paid separately at the applicable rate.
- v. The contractor shall be responsible for providing services on regular basis as per the scope of work and terms and conditions of the contract.

B. Services to Be Rendered by the Contractor:

The contractor shall:

- i. Ensure that he deploys trained and competent persons who are physically fit and are not suffering from any chronic or contagious diseases for carrying out the works. Be responsible and liable for payment of salaries, statutory minimum wages and other legal dues to the persons who are employed by him for the purpose of rendering the services required by the Bank/ employer under the agreement.
- ii. Ensure that all persons employed by him, for the purpose for rendering the services required by the Bank under this agreement, are insured with Government of India recognized insurance companies, for which no extra payment will be made by the Bank. The contractor shall be responsible for any injury or damages to any persons, animals or any other things.
- iii. Ensure that his employees, while in the office or residential premises of the Bank or while carrying out their obligations under this agreement, observe the standards of cleanliness, decorum, safety, good behavior and general discipline laid down by the Bank or its authorized agents and the Bank/ employer shall be the sole judge as to whether or not the contractor and/ or his employees have observed the same.
- iv. Personally, and exclusively supervise the work of his employees so as to ensure that the services rendered under this agreement are carried out to the satisfaction of the Bank.
- v. Ensure that no employees of the contractor will enter or remain on the Bank's premises beyond the specified time limits unless and absolutely necessary for fulfilling contractor's obligations.
- vi. Be liable for any damage caused to the bank or its premises or any part thereof or to any fixtures or fittings/equipment thereof or any property of the Bank and therein by any act, omission, default or negligence of the contractor or his employees or agents.
- vii. Supply identity cards and uniforms to his/ her employees or agents who shall be doing the job at the Bank's premises. All the employees and agents should bear the identity card and uniforms for all the times while they are working in the Bank's premises.

C. Sexual harassment Clause: The Service Provider / Agency shall comply with the provisions of "the Sexual Harassment of women at work place (Prevention,

Prohibition and Redressal) Act, 2013”.

- a. The Service Provider agency 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 Service Provider/ agency and the Service Provider/ 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 shall be taken cognizance of by the Regional Complaints Committee constituted by the Bank.
- c. The Service Provider shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the Service Provider, for instance any monetary relief to Banks employee, if sexual violence by the employee of the Service Provide is proved.
- d. The Service Provider shall be responsible for educating its employee about prevention of sexual harassment at workplace and related issues.
- e. The Service Provider shall provide a complete and updated list of its employees who are deployed within the Banks premises.

D. Non- Disclosure Clause:

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

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.”

E. Termination of Agreement:

- i. Without prejudice to what is contained hereinabove, the Bank shall at its sole and absolute discretion, be entitled to terminate this agreement forthwith by written notice without assigning any reason and without payment of any compensation, if
 - a) In the opinion of the Bank (which shall not be called in question by the contractor and shall be binding on the contractor), the contractor fails or refuses to implement this agreement to the Bank's satisfaction and/ or
 - b) The contractor commits a breach of any terms and conditions of this agreement and/ or
 - c) For any reason whatsoever, the contractor becomes disentitled in law to perform his obligations under this agreement and/ or
 - d) There is any variation in the ownership/ partnership or management of the contractor or his business without the prior approval in writing of the Bank to such variation.
- ii. In the event of termination of this agreement for any reason whatsoever, the contractor/ or persons employed by him or his/ her agents shall not be entitled for any sum or sums whatsoever from the Bank by way of compensation, damages or otherwise.

F. Stamp Duty

The contractor shall bear the cost of the stamp duty of this agreement. Bank shall retain the original and the contractor shall retain the copy of the same.

- G.** The contractor shall indemnify and keep indemnified the Bank against all losses and claims, damages or compensation for breach of any provisions of the payment of wages Act, 1936, Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 or any other labour law/ statute in force in this regard. The contractor only shall be responsible for liabilities, if any, in this regard.

- H.** All payments by the Employer under this Contract will be made only at Mumbai.

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

- J.** 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.

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

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

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

Signature Clause:

Signed and delivered by Reserve Bank of India, Mumbai.

(Name and Designation) In the presence of: Witnesses:

1. _____

Address:

2.

Address:

If the party is a Partnership firm or individual:

(Name and Designation)

In the presence of:

Witnesses:

1. _____

Address:

2.

Address:

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

Section -III

Annual Maintenance Contract (AMC) for various types of 'Fire Extinguishers'

Scope of Contract

Reserve Bank of India, Central Office invites quotations from reputed vendors/contractors having valid license for dealing with fire extinguishers may offer their rate for the captioned subject and allied services including of all taxes including installation & delivery charges at the delivery point(COB). Intending bidders are required to furnish the duly certified and authentic documents in support of their workmanship, business experience and financial strength required to successfully handle the task in question. The work is estimated to cost of **₹ 90,000/- Per Annum** (Inclusive of GST).

Period of Contract: The AMC contract for maintenance period is initially for one year. It will be the sole responsibility of the contractor to meet all the Fire safety laws in force.

1. Scope of work:

- a) Maintenance services shall consist of preventive and corrective maintenance of various types of fire extinguishers (as detailed in [annexure -I](#)). Cost of any spare parts required shall be paid by the Bank separately. However, all labour charges are included in the scope of maintenance contract. A list showing locations of various properties and quantity of fire extinguishers installed therein is given in [annexure -1](#).
- b) AMC shall cover the repair/replacement of spare parts against manufacturing defects, natural wear/tear, top-up using genuine extinguishing agent, top-up of genuine consumables, routine servicing etc. The AMC charges should include labour charges, transportation charges, loading and unloading charges etc.
- c) The refill of fire extinguishers using genuine extinguishing agents/consumables after a use during emergency or after testing as per the statutory requirements or a test as per the instructions of the Bank fire officers, shall be done by the agency and the material cost for extinguishing agent for refilling shall be borne by the Bank as per the quoted rates after scrutiny of claim. No labour charges, transportation charges, loading and unloading charges etc. will be borne by the Bank during the AMC period.

Note: In case, as per the instruction of the Bank's Engineer/Fire Officer, the Contractor supplies any material for the Fire Extinguishers work, the cost of the material will be borne by Bank. The necessary vouchers /invoices are required to be submitted for the same by the contractor for settlement of his bills. In such case, bank shall pay cost of materials on actual plus 10% towards overhead and profit.

- d) The bidder shall maintain quarterly inspection and service report of all fire extinguishers and shall submit the copy of the same during submission of AMC invoice.
- e) The bidder shall raise a single B2B invoice and submit it before 10th of the succeeding month after every quarter end, during the AMC period.
- f) Inspection and service report for individual fire extinguishers shall also be labelled on to every device.
- g) The serial no., manufacturing date, and specifications of the fire extinguishers shall be labelled on to the devices.
- h) Apart from serial no. provided by the manufacturer, the Bank shall assign each fire extinguisher with a unique inventory no, which the Bank will intimate to the bidder for labelling on to the devices.
- i) Contractor should deploy only trained well qualified technical/skilled persons directly employed by him and the work will be supervised by Bank's Officials.
- j) All deployed person should have thorough knowledge regarding operation and maintenance of all types of portable fire extinguisher as enclosed in [Annexer-1](#).
- k) LOG Book in the Bank's specified format to be maintained for the maintenance of the extinguishers at different property locations and take signature of Bank's Fire Officer/s.
- l) All necessary tools, electronic weighing machine, waste cotton, oil, grease etc. Shall be supplied by the contractor without any extra charges.
- m) At the time of servicing if any defect or deficiency is found in the extinguisher, it shall be immediately informed to the Bank's Officer.
- n) All the extinguishers shall be weighed correctly on electronic balance (least count should be one gms). The gross, Tare and Net weight of extinguishers shall be properly taken and mentioned on the cards (which will also be supplied by the contractor).
- o) Electronic balance shall be got calibrated from government-authorized lab/institute at regular intervals by the contractor.
- p) The extinguishers shall be cleaned externally every time and internally whenever required. The body shall be polished with wax polish and all the brass and chromium parts shall be polished with brasso/silvo thoroughly.
- q) All the port holes / vent holes and nozzles shall be inspected for clogging and shall be kept free from dirt, dust.
- r) The plunger shall be checked for smooth operation and kept clean.
- s) The gas cartridge sealing disc will be checked for damage, if any. If the same is not found intact, it will be replaced with new one in consultation with the Bank's Officer. (Cost of spare will be paid separately by the Bank).
- t) CO2 Fire extinguisher / gas cartridge shall be weighed, and weight shall be compared with the stamped weight. If there is a weight loss of 10% or more than the stamped weight, it will be replaced with a new one in consultation with the Bank's Officer

- u) The contractor shall submit detailed report for all the actions taken to the Bank's Officer.
- v) All servicing work shall be done as per the instructions of the Bank's Fire Officer and Security Officer-in-Charge.

2. Working hours of services

All servicing shall be carried out by the contractor during Bank's working hours. However, all necessary efforts shall be made by the contractor to attend to the complaints lodged by the Bank (whether over phone or in writing) at the earliest and in any case not later than one working day).

3. Care of equipment

The Bank shall give contractor full access to the equipment to enable contractor to provide maintenance service. The Bank shall take care of equipment, shall use it in suitable conditions and shall follow such instructions as contractor gives from time to time. No alteration shall be made, no attachments fitted, or repairs or adjustments done except by contractor or with contractor's consent.

4. Exemption

Contractor shall be liable for failure to perform any of his obligation under or arising out of this contract, if such failure results from any force majeure act.

5. Payment terms

- a. The invoice / bill for each quarter shall be submitted at the end of the quarter along with the detailed inspection service report duly authenticated by Bank's concerned Officer and payment thereon shall be made after the same is duly certified by the Bank's Officer to the effect that the servicing has done satisfactorily in the preceding quarter.
- b. All statutory taxes like Income Tax, etc. shall be deducted from the bills.
- C. Demand Draft(DD) of 10 % of the contract amount will have to be deposited as security in favor of Reserve Bank of India, Mumbai by the successful Firm within 14 days from the date of award of work. The Security deposited by the successful Firm shall be confiscated/forfeited in the event of unsatisfactory performance of the firm and / or loss/ damage if any sustained by the Bank on account of failure or negligence of the workers deployed by service provider or in the event of breach of the terms and conditions of the agreement. The Security Deposit **shall be deposited by the successful Firm before schedule date of commencement of the work.**

6. Arbitration:

All disputes, difference etc. which shall arise between the parties hereunder during the continuance of the contract or afterwards touching any clause or matter herein contained shall be referred to the sole arbitrator/s appointed by both the parties and shall be settled in accordance with the provision of Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

7. Penalty for malfunctioning of Fire Extinguisher:

During the course of the contract, if any fire extinguisher used during an emergency or for testing purpose, does not function as it is intended to function,

a penalty of Rs.500/- (Rupees Five Hundred only) for each such fire extinguisher shall be levied which shall be recovered from the bills.

8. Renewal of Contract:

- i) The firm shall extend the services by way of renewal of the Annual Maintenance contract at least for a **period of three years** if required by the bank.
- ii) The revised rates (Maximum Limit) while renewing the contract shall be arrived at based on the percentage variation in the Consumer Price Index for industrial workers (for Mumbai) three months prior to the commencement of new contract and three months prior to the commencement of the existing contract.

9. Notwithstanding anything here in contained both parties, shall be entitled to terminate the contract by giving at least seven days' notice in writing on giving such notice this contract

Agreement shall stand automatically terminated at the close of business as on the last day of the month. In that event neither party shall have a claim against the other under this contract or for damages or otherwise, both parties will be discharged from their respective obligations under this agreement.

10. Contract Agreement:

This document together with the work order and two annexures herein signed by both parties shall constitute the binding contract between Contractor and the Bank. This contract shall be governed in all respect by Indian Law.

11. Signing of Contract Agreement

The General instructions to the Tenderers and special conditions, conditions hereinbefore referred to, Conditions of Contract enclosed with the Quotation documents, the subsequent correspondence exchanged between the Bank and the Tenderer and the work order placed shall form part of the final contract to be entered into with the successful Tenderer. On receipt of intimation from the Bank of the acceptance of the Quotation, the successful Tenderer shall be bound to implement the Contract within 14 days thereof and sign an agreement in bilingual.

The appropriate cost of necessary stamp paper for execution of the agreement shall be borne by the contractor.

In case the successful Tenderer is not signed the Article of agreement then the work order will be the binding contract document for this contract.

12. The successful Tenderer shall not sublet any portion of the contract. In case of breach of these conditions, the Bank may serve a notice in writing on the successful Tenderer rescinding the contract whereupon the performance security deposit shall stand forfeited by the Bank, without prejudice to his other remedies against the Tenderer.

Non – Disclosure clause:

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

IN WITNESS WHEREOF the Employer and Contactor have set their respective hands to these presents and two duplicates hereof the day and the year first hereinabove written. We will maintain confidentiality regarding the operation of the Bank that comw to our notice during the period of AMC.

IN WITNESS WHEREOF the employer has set its hand to these presents through its duly authorized official and the Contractor has caused its common seal to the affixed hereunto and the said two duplicates has caused these presents and the said to duplicate here to be executed on its behalf, this day and year first hereinabove written.

Place:

Date:

Signature of the Contractor With seal

List of Fire Extinguishers

Sr. No.	Description	Nos.	Remark
1	CO2		
	2kg	82	
	3kg	20	
	4.5kg	13	
	9kg	5	
	Total	120	
2	DCP		
	3kg	1	
	5kg	3	
	10kg	6	
	Total	10	
3	DCP stored pressure		
	4 kg	1	
	05 kg	8	
	Total	9	
4	Halotron		
	5 kg	29	
	total	29	
5	Water CO2		
	9 litres	39	
	Total	39	
6	High pressure Trolley mounted water Mist and caf firefighting Equipment		

	50 liters	1	
	Total	1	
7	Mechanical Foam		
	9 litres	7	
	Total	7	
8	Water Mist		
	6 liters	25	
	total	25	
	Grand Total	240 nos.	

FORMAT FOR POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

(On Non-Judicial Stamp Paper of appropriate value)

To,

Chief General Manager

Reserve Bank of India

Premises Department

Central Office Building

Mumbai – 400 001.

Madam

NAME OF WORK: Annual Maintenance Contract for various type of Fire Extinguishers for Bank's Central Office Building at Fort, Mumbai

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

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

Note:

Power of Attorney should be properly stamped and notarized

Power of Attorney furnished by Contractor shall be irrevocable.

CLIENT's CERTIFICATE REG. PERFORMANCE OF CONTRACTOR

Name & address of the Client

Details of Works executed by M/s

- 1 Name of work with brief particulars
- 2 Agreement No. and date
- 3 Agreement amount
- 4 Date of commencement of work
- 5 Stipulated date of completion
- 6 Actual date of completion
- 7 Details of compensation levied for delay
(indicate amount) if any
- 8 Gross amount of the work completed
and paid
- 9 Name and address of the authority under
whom works executed
- 10 Whether the contractor employed
qualified Engineer/Overseer during execution
of work?
- 11 i) Quality of work (indicate grading) Outstanding/Very Good/
Good/Satisfactory/poor
ii) Amt. of work paid on reduced rates, if
any.
- 12 i) Did the contractor go for

arbitration?

ii) If yes, total amount of claim

iii) Total amount awarded

13 Comments on the capabilities of the contractor.

a)	Technical proficiency	Outstanding/Very Good/ Good/Satisfactory/poor
b)	Financial soundness	Outstanding/Very Good/ Good/Satisfactory/poor
c)	Mobilization of adequate T&P	Outstanding/Very Good/ Good/Satisfactory/poor
d)	Mobilization of manpower	Outstanding/Very Good/ Good/Satisfactory/poor
e)	General behavior	Outstanding/Very Good/ Good/Satisfactory/poor

Note : All columns should be filled in properly

*

Counter signed”

Reporting Officer* with Office seal

*Officer of the rank of executive engineer/Superintending Engineer or equivalent

FORM OF BANKER'S CERTIFICATE FROM A SCHEDULED BANK

1. Composition of the firm (whether Partnership/ Private Limited/ Proprietorship/ Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 years (year wise).
4. Credit facility/ Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost Rs 90,000/-

(Signature) For the Bank

Note:

1. Bankers' certificates should be on letter head of the Bank, sealed in cover addressed to enlistment authority.

2. In case of partnership firm, certificate to include names of all partners as recorded with the Bank.

**Reserve Bank of India
Premises Department
Mumbai**

Quotation for

**Annual Maintenance Contract of various types of Fire Extinguishers for
Central Office Building at Fort, Mumbai**

**PART- II
(Price Bid)**

Name of the Bidder _____

Address: _____

Date up to which Pre-Bid queries may be sent : 15:00 Hrs on July 08, 2021

Due date and time for Submission of quotation: up to 13:00 Hrs. on July 22, 2021

Date of opening of Part- I of quotation : at 15:00 Hrs. on July 22, 2021

**Reserve Bank of India
Premises Department
Mumbai**

(Schedule of Quantity)

Quotation for Annual Maintenance Contract of various types of Fire Extinguishers for Central Office Building at Fort, Mumbai

Sr. No.	Description	Rate for Quarterly servicing per extinguisher	Quantity	Total Amount per annum
		(A)	(B)	(AXBX4 Quarters)
01	Per Quarter Charges for Providing services under Annual Maintenance Contract for various types of Fire Extinguishers for Central Office Building as per the detailed scope of work and terms and conditions as mentioned in the Part-I of the tender. (Excluding GST)		240 Nos.	
02	GST @ 18 %			
	Total			

Place:

Date:

Signature of the Contractor With seal