



**RESERVE BANK OF INDIA
PREMISES SECTION
KOCHI**

Tender for Supply, Testing and Commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi

Part I- (TECHNO COMMERCIAL BID)

1	Date of publish of e-Tender	17:00 hrs on January 24, 2023
2	Validity of the e-Tender for acceptance by the Bank	90 days from the date of opening of Part – I of the e-Tender.
3	Date of Pre-Bid Meeting	15.00 hrs on February 01, 2023.
4	Last date of submission of e-Tender	14:00 hrs on February 15, 2023
5	Date of opening of the e-Tender	15:00 hrs on February 15, 2023

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SCHEDULE OF TENDER (SOT)

a. E-Tender No	E-T.RBI/Kochi/Estate/ 390/22-23/ET/596
b. Mode of Tender	e-Procurement (Online Part I - Techno-Commercial Bid and Part II - Price Bid through www.mstcecommerce.com/eprochome/rbi)
c. Date of NIT available to parties to Download	17:00 hrs on January 24, 2023
d. Pre-Bid meeting	Offline on February 01, 2023 at 15.00 Hrs. Venue: RBI, Kochi, Third Floor, Conference Room
e. Uploading of Outcome of Pre Bid meeting in Website	Before 14.00 hrs on February 03, 2023
f. Estimated Cost of Work	Rs 5.30 Lakh inclusive of GST
g. i) Earnest Money Deposit	Rs 10,600/- (Rs Ten thousand six hundred only)
h. Last date of submission of EMD	Before 14.00 hrs February 15, 2023
i. Date of starting of e-Tender for submission of on line Techno-Commercial Bid and price Bid at www.mstcecommerce.com/eprochome/rbi	15.00 hours on February 03, 2023
j. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	14:00 hrs on February 15, 2023
k. Date & time of opening of Part-I (i.e. Techno-Commercial Bid) Part-II Price Bid: Date of opening of Part II i.e. price bid shall be informed to the eligible bidders later.	15:00 hrs on February 15, 2023 at RBI, Kochi, Third Floor, Conference room
l. Transaction Fee	As advised by MSTC To be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited.



**RESERVE BANK OF INDIA
ESTATE SECTION
KOCHI
NOTICE INVITING TENDER (NIT)**

Reserve Bank of India, Kochi, (hereinafter referred to as 'the Bank') invites e-Tenders from Original Equipment manufacturers(OEMs) or their authorized dealers for the work of "supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi". The tendering would be done through the e-Tendering portal of MSTC Ltd (<http://mstcecommerce.com/eprochome/rbi>). The important details of e-Tender are as follows:

A Name of the work:

e-Tender in two parts (Part I & Part II) for Supply and Installation of Backpack type 9 ltrs capacity of water mist fire extinguishers (2 nos.) at Office Building of Reserve Bank of India, Kochi

B Eligibility Criteria: As specified in clause1 in Part I.

C	Important Information	
a.	Estimate cost of the work	₹5.30 lakh inclusive of GST
b.	Bid security amount / EMD	Earnest Money Deposit shall be remitted to the Bank's account by the tenderers through NEFT or submit Bank Guarantee of ₹10,600/- drawn in favour of the Reserve Bank of India, Kochi in lieu of EMD. <u>Micro and Small enterprises having Udyam Registration Number (Udyog Aadhar Memorandum Number) irrespective of the category, are exempted from payment / submission of EMD.</u>
c.	Tender Events	As per Schedule of Tender shown above.
d.	Period allotted for completion of work	Four weeks from the date of issue of work order.
e.	Retention money/security deposit	@ 5% of the cost of final bill value of work inclusive of GST (ie; total capital cost of fire extinguishers inclusive of GST) as Security Deposit (SD) for the first 03 years from the date of virtual completion of work

f.	Rate of Liquidated Damages (LD) to be levied from the contractor for not completion of work on time within the stipulated period of completion.	0.25% of the cost of work executed per week of delay beyond the stipulated period of completion of work up to a maximum of 10% of the contract amount.
g.	Validity of tender	90 days from the date of opening of Part-I of the Tender.
h.	Date by which clarifications in respect of queries raised in pre-bid meeting or through e-mail prior to pre-bid meeting or written queries prior to pre-bid meeting shall be uploaded on RBI website.	Before 14.00 hrs on February 03, 2023
i.	Contact id & address for communication in connection with this Tender	Email Id: estatekochi@rbi.org.in Reserve Bank of India, Lissy Junction, Kaloor, Kochi-682018

E-Tenders comprising duly filled in details of both Part-I and Part II specifications of the tender should be uploaded in MSTC website under RBI portal **not later than the date and time as indicated in the Schedule of Events (Page 02)**. Tenderers shall submit tender proposal complete in all respect. **The tenderers shall pay as Earnest Money a sum of Rs.10,600/- (Rupees Ten Thousand Six Hundred only)**. The technical bids (Part-I of the Tender) will be **opened electronically on February 15, 2023**, at 03.00 p.m. In the event of any date indicated above being declared a Holiday, the next working day shall become operative for the respective purpose mentioned herein.

Applicants desirous of submitting the tender will have to satisfy the Bank by submitting documentary evidence in support of the requisite eligibility. Otherwise, the Bank reserves the right to reject their candidature.

Tenders without EMD or tenders with EMDs remitted after the due date and time of submission of EMD, will not be accepted under any circumstances.

Tender document can be downloaded from RBI website www.rbi.org.in and www.mstcecommerce.com. Any amendment(s) / corrigendum / clarifications with respect to this tender shall be uploaded on the website / e-portal only and will not be published in newspapers. The tenderer should regularly check the above website / e-portal for any Amendment / Corrigendum / Clarification on the above website and submit bid after verification of the same.

Bank is not obliged to accept tender of lowest value. The Bank reserves the right to accept a tender in whole or in part thereof The Bank reserves the right to reject any or all the tenders without assigning any reason thereof.

The General Manager (Officer-in-charge)
Reserve Bank of India
Kochi

Important instructions for E-procurement

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

Process of e-Tender

A) Registration: The process involves vendor's registration with MSTC e-procurement portal which is free of cost. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid will be done over the internet. The vendor should possess Class III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).

SPECIAL NOTE: THE BID HAS TO BE SUBMITTED ON-LINE at
www.mstcecommerce.com/eprochome/rbi

- 1) Vendors are required to register themselves online with www.mstcecommerce.com → e-Procurement → PSU/Govt depts. → Select RBI Logo → Register as Vendor → Filling up details and creating own user id and password → Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact MSTC / RBI, Kochi, before the scheduled time of e-Tender.

Contact person of RBI – (During Office Hours Only):

1. Mr. Shaji Thomas (AGM - Estate) 9445245365, (shajithomas@rbi.org.in)
2. Sachin B More (AM-Tech) 9619869805 (Sachinmore@rbi.org.in)
3. T Mugilarasan (AM-Prem) 9176468377 (mugilarasant@rbi.org.in)
4. Bineesh Bhasi (JE-Elect) – 09496333603 (bineeshbhasi@rbi.org.in)

Contact person of MSTC Ltd:

1. **Mr. Santhosh Kumar Rajendran, Thiruvananthapuram,**
skrajendran@mstcindia.co.in, Ph: 8884600700
2. Mr. Remil Rashid, Branch Manager, rrashid@mstcindia.co.in, Mobile: 0471-2529137
Office Address: First floor, Forest Central Library Building, Kerala Forest Head Quarters, Vazhuthacaud, Thiruvananthapuram - 695014
3. Mr. Sushil Nale, Assistant Manager, sushil@mstcindia.co.in, Mobile: 09987758430
4. Ms. Archana, Assistant Manager, archana@mstcindia.co.in, Mobile: 09990673698
5. Ms. Rupali Pandey, Executive, rpandey@mstcindia.co.in, Ph: 02222886268
6. Mr. Tejas V, Executive, tejasv@mstcindia.co.in, Ph: 02222822789

Google hangout ID- (for text chat) - mstceproc@gmail.com

The MSTC Helpdesk numbers are: 033 40645207, 033 40609118, 033 40645316, 033 22901004 and 033 22895064. The bidders can also submit their issues vide e-mail at helpdesk@mstcindia.co.in

B) System Requirement:

- I. Windows 7 or above Operating System
- II. IE-7 and above Internet browser/Microsoft Edge.
- III. Signing type digital signature
- IV. Latest updated **JRE 8 (x86 Offline)** software to be downloaded and installed in the system.

To disable “Protected Mode” for DSC to appear in the signer box following settings may be applied.

- Tools => Internet Options => Security => Disable protected Mode if enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.

Other Settings:

- Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.
- To enable ALL active X controls and disable ‘use pop up blocker’ under Tools→ Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once)

2. The Techno-commercial Bid and the Financial Bid shall have to be submitted online at www.mstcecommerce.com/eprochome/rbi. Bids will be opened electronically on the specified date and time as given in the Tender.

3. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

Special Note towards Transaction fee

4. The vendors shall pay the transaction fee using “Transaction Fee Payment” Link under “My Menu” in the vendor login. The vendors have to select the particular tender from the event dropdown box. The vendor shall have the facility of making the payment either through NEFT or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. On selecting Online Payment, the vendor shall have the provision of making payment using its Credit/ Debit Card/ Net Banking. Once the payment gets credited to MSTC’s designated bank account, the transaction fee shall be auto authorized and the vendor shall be receiving a system generated mail.

5.

Transaction fee is non-refundable.

6. A vendor will not have the access to online e-Tender without making the payment towards transaction fee.

NOTE: Bidders are advised to remit the transaction fee well in advance before the closing time of the event so as to give themselves sufficient time to submit the bid.

7. Information about tenders /corrigendum uploaded shall be sent by email only during the process till finalization of tender. Hence the vendors are required to ensure that the corporate email I.D. provided is valid and updated at the time of registration of vendor with MSTC. Vendors are also requested to ensure validity of their DSC (Digital Signature Certificate).

8. e-Tender cannot be accessed after the due date and the time mentioned in NIT.

9. Bidding in e-Tender:

- a) Vendor(s) need to submit necessary EMD, Tender fees (if any) and Transaction fees (if any) to be eligible to bid online in the e-Tender. Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful vendor(s) will be refunded by the tender inviting authority.
- b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.
- c) Only the vendor(s) who have submitted transaction fee can submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com → e-procurement →PSU/Government. depts.→ Login under RBI → My menu → Auction Floor Manager→ live event →Selection of the live event.
- d) The vendor should allow running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that click on the Technical bid. If this application is not run, then the vendor will not be able to save/submit his Technical bid.
- e) After filling the Technical bid, vendor should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then vendor should click on "save" to record their Commercial bid. Then once both the Technical bid has been saved, the vendor can click on the "Final submission" button to register their bid.
- f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.
- h) During the entire e-Tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-Tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the Buyer will form a binding contract between Buyer and the Vendor for execution of supply.
- k) It is mandatory that all the bids are submitted with digital signature certificate, otherwise

the same will not be accepted by the system.

- l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.
- m) No deviation of the terms and conditions of the tender document is acceptable.
- n) Submission of bid in the e-tender floor by any vendor confirms his acceptance of all the terms & conditions of the tender.
- o) Any order resulting from this tender shall be governed by the terms and conditions mentioned therein.
- p) The tender inviting authority has the right to cancel this e-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
- q) Vendors are requested to read the vendor guide and see the video in the page www.mstcecommerce.com/eprochome to familiarize them with the system before bidding.
- r) No deviation to the technical and commercial terms & conditions are allowed.
- s) **The description of the items (in the financial bid) in the MSTC portal will be short description due to the restriction in number of characters. The bidders have to read the complete description of each item from the tender document (Part-II - Financial bid) and quote accordingly.**

DISCLAIMER

Reserve Bank of India, Kochi has prepared this document to give background information on the work to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believes 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 RBI in submitting the Tender. 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 work or to change the configuration of the work, to alter the timetable reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest thereof.

supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi

PART - I

Terms & conditions and Technical Specifications

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Form of Tender

Place:

Date:

To,
The General Manager (O-i-C)
Reserve Bank of India Kochi

Dear Sir,

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

MEMORANDUM

(a)	Description of works	Supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi
(b)	Estimated cost	₹5.30 lakh inclusive of GST

(c)	Earnest Money	Earnest Money Deposit of an amount ₹10,600/-, shall be paid which shall not bear any interest. Micro and Small enterprises having Udyam Registration Number (Udyog Aadhar Memorandum Number) irrespective of the category, are exempted from payment / submission of EMD.
(d)	Time allowed for completion of work	Four weeks from the date of issue of work order
(e)	Defects Liability Period	Three Years from the date of 'Virtual Completion' of the work
(f)	Liquidated Damages for delay in completion of the work	0.25 % of the 'Contract Amount' per week subject to a ceiling of 10% of the 'Contract Amount'.
(g)	Retention money/ security deposit	5% of final bill amount

2. We also agree that our tender will remain **valid for acceptance by the Bank for 90 days from the date of opening of Part I of the tender** and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing.
3. We also agree to keep the **EMD/Bank Guarantee towards EMD** valid during the entire period of validity of tender and the extended period, if any, as per enclosed proforma ([Annexure C](#)), without any interest thereon.
4. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, we agree to forfeit Earnest Money Deposit by you and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions of the tender
5. We understand and accept that you reserve the right to accept or reject any or all the tenders either in full or in part without assigning any reason thereof.

6. Name of the partner of the firm authorized to sign (or) Name of person having power of Attorney to sign the contract. (Certified true copy of the Power of Attorney should be attached.)

Yours faithfully

Signature of Contractor
(Name and Seal)

(Signatures and addresses of witnesses

Articles of Agreement

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

WHEREAS the Employer is desirous of **Supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi** and has caused drawings and specifications describing the work to be done. AND WHEREAS the said Drawings from Numbers _____ to _____, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

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

NOW IT IS HEREBY AGREED AS FOLLOWS -

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

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

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

1.3 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.

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

1.5 This Contract is deemed to be item rate Contract for all items of work as described in detail in the bill of quantities and specifications in part I and Part II of the tender documents.

1.6 Inspection of fire extinguishers during defect liability period (DLP period):

Fire extinguishers shall be inspected, upkeep/serviced/cleaned periodically. The periodicity shall be quarterly. The firm has to submit the quarterly inspection report to the Bank's Security Section. If any defects, pressure drops, testing or replacement of part needed during DLP shall be done free of cost without any delay.

Any defects found during DLP period, shall be rectified/ replaced by the contractor without any additional cost to the Bank.

Highly Skilled person has to visit the site every quarterly without any extra charge to check the performance of fire extinguishers, health and cleanliness during Defect liability period. The firm has to consider the charges of site inspection during DLP period while quoting the rates of fire extinguishers in Price-bid (Tender part-II).

1.7 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.

1.7.1 Time shall be considered as the essence of this Contract and the Contractor hereby agrees to complete the entire work within 04 weeks from date of issue of work order subject nevertheless to the provisions for the extension of time.

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

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

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

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

SIGNED AND DELIVERED by Reserve Bank of India, Kochi

(Name and Designation)

In the presence of -

Witnesses –

1. _____

Address _____

2. _____

Address _____

If the party is a
partnership firm

or individual

SIGNED AND DELIVERED BY _____

In the presence of -

Witness -

1. _____

Address _____

2. _____

Address

=====

THE COMMON SEAL OF _____

Was hereunto affixed pursuant to the resolutions passed by its

Board of Directors at the meeting held on

In the presence of -

Witness –

1. _____

2. _____

If the Contractor
signs under common
the signature

Directors who have signed these
presents in token thereof in the seal,
presence of -

clause should tally

with the sealing

clause in the articles

of association.

1. _____

2. _____

If the Contract is

signed by the hand

of power of attorney,

whether a company or

individual and duly constituted attorney.

SIGNED AND DELIVERED BY-

the Contractor by the hand of

Shri _____

_____an

General Instructions to Tenderers and Special Conditions

3.1 Commercial conditions:

3.1.1. E-Tenders are invited for **Supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi** for an estimated cost of **₹5.30 Lakh** from eligible firms.

3.1.2. Eligibility Criteria:

i. Experience prior to five years: - The bidder must have experience of minimum 5 years in the field of undertaking similar works viz; Supply, Installation of fire extinguishers for the office buildings/commercial premises/industrial houses. For establishing the same, the bidder should submit copy/ies of work order/s & respective completion Certificates for such work/s, issued on or before January 1, 2018.

AND

ii. Qualifying Works: - The bidder must have successfully executed similar works during last 5 years, (ie; works completed after January 1, 2018, individually costing as under:-

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

OR

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

OR

c. One work costing not less than the amount equal to 80% of the estimated cost. Above works should be done during last 5 years preceding the month of invitation of this tender.

AND

iii. Have a minimum yearly turnover of 100% of estimated cost during the last 3 financial years, 2019-20, 2020-21 and 2021-22 supported by audited financial statements (Balance sheet, P & L Statements)

AND

iv. Should have service setup in Kochi for rendering after sales service immediately upon call.

3.1.3 Tenderers should upload the following documents in respect of their eligibility:

- Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s issued before January 1, 2018, for establishing prior experience before five years.
- Copies of detailed work order/s, in respect of similar work/s, indicating scope and value of work/s and completion certificate/s in respect of the same work, executed after January 1, 2018, for establishing the qualifying works executed by the bidder during last five years.
- Financial statement for turnover for last 3 years (duly audited balance sheet copies)
- Details of Service Set up in Kochi along with address proof.

A Tender submitted by a firm who is found to be not satisfying the above criteria will be liable to be rejected. Copies of all the prequalification documents and copy of duly filled, signed and stamped Part I of the tender should be uploaded in MSTC portal.

Note 1: - (Regarding client certificate):

- In respect of Government Departments/Public sector Undertakings the certificate should be signed by the concerned Executive Engineer or an officer in an equivalent or higher rank.
- In respect of Departments other than Government Departments/Public sector Undertakings apart from the certificates mentioned above the TDS certificates matching with the payments related to the work executed shall also be closed.

Note 2: - The tenderer shall submit above document/s, in original, as and when demanded by the Bank.

Non-submission of the above documents along with tender may lead to disqualification of the bidder.

3.2 Tender submission:

a) Tenders shall be submitted in two parts viz. Part I containing Pre-qualification criteria and technical and commercial details of the offer and Part II containing only prices latest by 2.00 PM on February 15, 2023. Part I will be opened at 3.00 PM on February 15, 2023, at Reserve Bank of India, Kochi. The technical and commercial details of those tenderers who do not qualify the requirements of pre-qualification

criteria will not be considered for evaluation.

Part II bid of only those tenderers who qualify the requirements of technical and commercial conditions/details will be considered for opening. Opening of Part II will be intimated to the qualified tenderers.

b) Tenderers are advised to verify website for corrigendum, if any, before submitting the bid. No clarification will be entertained after February 03, 2023

c) On receipt of intimation from the Bank about acceptance of his / their tender, the successful tenderer shall be bound to implement the contract and within fourteen days thereof. The successful tenderer shall sign an agreement in accordance with the draft agreement and the Schedule of Conditions but the written acceptance by the Reserve Bank of India of a tender will constitute a binding contract between the Reserve Bank of India and the person so tendering whether such formal agreement is or is not subsequently executed.

a) All compensation or other sums of money payable by the contractor to the Bank under the terms of this Contract may be deducted from his earnest money and the security deposit if the amount so permits and the Contractor shall, unless such deposit as become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.

3.4 Part I – Technical & Commercial

- 3.5.1 Pre-Bid Meeting: A pre-tender briefing meeting of the intending tenderers will be held at 15.00 hours on February 01, 2023 in, 3rd Floor, Conference room, Main Office Building, RBI, Kochi, 682018 to clarify any point/doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. All the intending tenderers are advised to be present and study the tender documents. They may indicate any points/conditions/ specifications which need to be clarified during the meeting. These issues will be discussed, and all the tenderers will be advised suitably. The tenderers are expected to get all the issues clarified during this meeting and therefore should desist from deviating from the Bank's tender conditions/specifications in their technical (Part I) and Price bids (Part II)

3.5.2 Part I shall contain the un-priced tender consisting of complete technical specification including documents, commercial terms and conditions, technical aspects of the tender such as equipment data sheets, tests and inspection reports, makes of materials, technical description, prequalification documents etc.

The test and inspection report for the offered make and model of Backpack type fire extinguishers should be approved by any of the NABL accredited lab in India and should be uploaded along with part 1 of the tender.

Following documents shall be uploaded along with Part I of the tender

- a) Power of Attorney / authorization with the seal of the company/firm in the name of the person signing the tender documents.
- b) A letter from the OEM, authorizing the bidder to participate in the tender or authorized dealer certificate from OEM.
- c) **Detailed specifications** of each of the offered items matching with the specifications contained under this contract along with manufacturer's **catalogue / product brochure**. If there are some variations in specifications and dimensions of the equipment / products as contained under the manufacturer's catalogue / product brochures Vis-a Vis those given under the specifications contained under this tender document, the specifications and dimensions given in this tender document shall prevail.
- d) **Complete technical details** and any special features proposed for incorporation must be given for full technical evaluation. Supporting documents for the claimed facilities/ features shall also be attached while uploading the technical bid.
- e) The tenderer should have a set-up at Kochi city, address & telephone / fax nos. of maintenance set-up shall be indicated.
- f) Technical data sheet as given under **Section-II** shall be filled up giving full information.
- g) Other Certificates / Declarations as per Annexures enclosed to be submitted.
- h) Duly filled in and signed copies of client's reports (from clients in the

attached format, for whom similar works is executed) shall be uploaded along with Part-I of the tender.

3.5.3 The tenderers are advised to submit the tender based strictly on the General Conditions of the Contract and Technical Specifications contained in the tender documents, and not to stipulate any deviations. If acceptance of the terms and conditions given in the tender documents has any price implications, the same should be considered and included in the quoted price.

A tender containing deviation from the commercial terms and conditions is liable for rejection.

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

3.5.5 All information, correspondence letters shall be addressed to, The General Manager (OIC), Reserve Bank of India, Kochi-682018.

3.6 Part II – Price bid

The rates shall be uploaded in MSTC Website only in Indian Rupees.

- (a) No request for any change in rate or conditions after the opening of the part II of the tender will be entertained.
- (b) The rates quoted shall be deemed to be for the finished work and shall be firm and binding without any escalation whatsoever till the system is handed over to the Bank.

3.8 Opening of Tender

Part I of the tenders will be opened on **February 15, 2023 at 15:00 hours**. in the presence of tenderers, no separate intimation shall be sent for the same. Price bid (Part II) of only those tenderers who are found eligible after scrutiny of their Part I of the tenders will be opened on a subsequent working day which will be intimated to all the eligible tenderers. The tenderers are advised to remain present during the opening of Part I and Part II of the tenders.

3.9 Brief Scope of Work

3.9.1 The scope of work shall include the following.

- Delivery of all equipment materials for the captioned work to Bank's premises at Reserve Bank of India, Kochi, Main Office Building, Kochi - 682018 including insurance, packing, handling, transporting, loading/unloading etc. at site.
- Installation of fire extinguishers along with necessary brackets shall be done at Main Office Building, Kochi as directed by Bank's Engineer
- Providing service for inspection and servicing of fire extinguishers on quarterly basis after installation/ virtual completion of work during defects liability period/product warranty period i.e.3 years.

3.9.2 The tenderer should indicate the complete description of the working of the product with all relevant Brochures/ literature etc. in addition to those called for in the technical specifications:

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

3.9.4 Tenderer shall supply all tools, plants, labour and consumables etc. as required for installation of the product.

3.10 Validity of Tender

The Tender along with the prices shall remain valid initially for a period of 90 days from the date of opening of Part I of tender, which period may be further extended by mutual agreement in writing by the Tenderer and the Tenderer shall not cancel or withdraw the tender during this period.

3.11 Lowest Tender Not Necessarily To Be Accepted

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

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

3.12 Earnest Money, Security Deposit during Defect liability period.

3.12.1 All tenderers shall deposit Earnest Money of ₹10,600/- by NEFT in favor of Reserve Bank of India. The Earnest Money Deposit (EMD) is also acceptable in the form of Bank Guarantee in the approved format. The EMD paid by the tenderer shall be held by the Reserve Bank of India as security for the execution and due fulfillment of the Contract. No interest shall be paid on the said deposit. Under no circumstances, Earnest Money Deposit will be accepted in the form of fixed deposit receipts or insurance guarantee or cheque or cash. **EMD of successful tenderer will be released after virtual completion of the work.** EMD of unsuccessful bidders will be returned once the work is awarded to successful bidder, without any interest.

MSEs having Udyam Registration Number (Udyog Aadhar Memorandum Number) irrespective of the category, are exempted from payment / submission of EMD.

Earnest Money Deposit for a sum of ₹10,600/- shall be remitted to the Bank Account of Reserve Bank of India, Kochi on or before **03:00 p.m. on February 15,2023**. The account details for NEFT / RTGS transactions are as follows.

Beneficiary Name: KOCHIESTATE<space>Bidder's name

Beneficiary Account Number: 186003001

Beneficiary IFSC: RBIS0KCPA01 (Numeric zero at 5th and 10th place from left)

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

3.12.3 Terms of Payment:

The payment for the works to be executed under this contract shall be made as follows subject statutory deductions. No variation in the mode of payment will be acceptable.

- 1) 100% of the quoted rates after receipt of the material at site, installation of

fire extinguishers along with submission of the following documents:

(a) Manufacturer's Inspection and Test Certificates for fire extinguishers.

(b) Three years warranty certificates of product along with signed and seal of the supplier/OEM

3.14 Taxes

3.14.1 The prices quoted shall be deemed to have included all taxes, custom duty, excise duty, local levies, works contract tax, GST, service tax etc. imposed by Central/State Government/ Local Bodies. If the Tenderer fails to include such taxes and duties in the tender, no claim thereof will be entertained by the Bank afterwards. As per Indian laws, income tax will be deducted at source and a certificate for the same will be issued to the contractor.

3.15 Insurance:-

The successful bidder shall take "All Risk Policy" for the contract value and workmen compensation policy for the workers engaged in the work. The Bidder shall indemnify the Bank against any loss or damage that may occur to persons or building or third party while executing the work. Third party liability in Bidder's All Risk Policy shall be minimum Rs.2.00 lakh per person for any one accident or occurrence and 5.00 lakh in respect of damage to property for any one accident or occurrence.

The contractor shall be responsible for all injury to persons, animals or things and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor's employees, whether such injury or damage arise from carelessness, accident or any other case whatsoever in any way connected with the carrying out of the contract. This clause shall be held to include, inter-alia, any damage to buildings, whether immediately adjacent or otherwise and any damage to roads, streets, footpaths, bridges or ways as well as all damage caused to the buildings and works forming the subject of this contract, by frost or other inclemency of weather. The contractor shall indemnify the Bank and hold him harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any Acts of Government of India or otherwise and also in respect of any award of compensation or damages consequent upon such claims.

Note: These policies shall be valid till the completion of the work & in the joint name of RBI & the firm with RBI's name being the first one. If the contractor does not provide these policies, the Bank reserves the right to take the above insurance policies themselves and recover the cost thereof from the bill of the contractor or any other action.

3.16 Completion Period

3.16.1 Time allowed for carrying out the work is four weeks from the date of issue of work order, as mentioned in the Memorandum, shall be strictly observed by the Contractor and it shall be reckoned from the 10th day of issue of work order.

3.16.2 Damages for non-completion

The work shall throughout the stipulated period of the contract be preceded with all the diligence and if the contractor fails to complete the work within the specified period, he shall be liable to pay liquidated damages as defined in "Appendix herein before referred to" @ **0.25%** of the cost of work executed per week for the period during which the said works shall so remain incomplete subject to a maximum **10%** of the cost of work executed and the Employer may deduct such damages from any money due to the Contractor.

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

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

3.17.1 Warranty/ Defects Liability Period.

(a) **The entire product of fire extinguisher shall be warranted against any manufacturing/design/ installation defects etc. for a minimum period of three years.** During this period any defect observed in the product shall be rectified within 03 working days of the observation without any additional cost to the Bank.

(b) Supply and replacement of all spares, consumables and parts required for smooth operation and serviceability of fire extinguishers shall be the responsibility of the contractor during this period. In this respect the contractor shall maintain sufficient spares/consumables for immediate replacement at their service center. Cost of these spares and any other spares which may be required during DLP is deemed to be included in the rates quoted by the contractor. The periodicity of service shall be quarterly.

(c) Penalty for delay in rectification of fault during DLP:

There will be a penalty @ Rs.500/- per day if the defect in the system is not rectified within the period of 3 working days during the DLP period. Any penalty during the DLP shall be recovered from security deposit/ any dues payable to the contractor.

3.19 Packing and Dispatch

The equipment shall be properly and securely packed in boxes and multiple handling and transportation by sea/ air / rail / road under Indian conditions. All equipment/components shall be delivered at Reserve Bank of India, Lissie Junction, Kaloor, Kochi-682018

3.20 Signing of Contract Agreement

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

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

- 3.20.3 The tender submitted on behalf of a firm shall be signed by all the partners of the firm or a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected.
- 3.20.4 On receipt of intimation from the Bank of the acceptance of his/their tender, the successful tenderer shall be bound to implement the Contract and within fourteen days thereof, the successful tenderer shall sign an agreement in accordance with the draft agreement. This agreement will be valid for period of execution work. Notwithstanding the signing of the agreement the written acceptance by the Reserve Bank of India of a tender in itself will constitute a binding agreement between the Reserve Bank of India and the person so tendering, whether such contract is or is not subsequently executed.
- 3.20.5 The contractor shall not assign the contract without the consent of the Employer. He shall not sublet any portion of the contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor

3.21 Sufficiency of Schedule of Quantities

- 3.21.1 The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the prices stated in the Schedule of Quantities and/or the Schedule of Rates and Prices which rates and prices shall cover all his obligations under the Contract, and all matters and things necessary for the proper completion of the works.
- 3.21.2 The quantities in the schedule of quantities may vary to any extent and even be omitted thus altering the aggregate value of the contract.

3.22 Language

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

3.23 Right to Accept Part Tender

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

3.24 Evaluation of Tender

Tenders will be evaluated on the basis of capital cost of the fire extinguishers/ final price of product offered by L1 bidder

3.25 Drawings

All required drawings for fire extinguishers parts /entire system should be prepared by the tenderer and submitted to the Bank's engineer along with tender part-I

3.26 Other Issues

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

The tenderer are requested to examine the site of the work, and acquaint himself with all local conditions, means of access to the work, nature of the work etc. before submission of tender.

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

3.28 The rates quoted in the tender shall include all charges for necessary scaffoldings, tools, machinery transportation, product testing of charges if any etc. and make good all matters and things disturbed during the execution of work and to the satisfaction of the Bank.

3.29 The contractor shall not be entitled to any compensation for any loss suffered

by him on account of delays in commencing or executing the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

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

3.31 Minimum wages to the workmen: The contractor shall ensure that minimum wages as per statutory requirement are paid to all the workmen.

3.32 The contractor shall adhere to various provisions of the Contract Labour (Regulation & Abolition) Act 1970, if applicable under the said contract, and fulfil all the statutory requirements.

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

3.34 Sexual Harassment of women at workplace

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

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

c) The contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employees of the contractor, for

instance any monetary relief to Bank's employee or other firm's employee, if sexual violence by the employee of the contractor is proved.

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

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

3.35 Force Majeure:

The Tenderer shall not be liable for forfeiture of its EMD, liquidated damages or termination for default, if the delay in performance or other failure to perform its obligations under the contract is a result of an event of Force Majeure. For purposes of the clause, "Force Majeure" means an event beyond the control of the Tenderer and not involving the Tenderer's fault or negligence and not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions, freight embargoes etc. The Reserve bank of India will decide whether delay or failure on the part of the tenderer was the result of an event beyond his control or not. The decision of the Reserve Bank of India in this regard should be final and binding on the supplier and will not be open to question before any court / forum in any proceedings.

3.36 Inspection of materials/work at site

The Bank's engineer shall have free and full access at any time during execution of the contract to the contractor's works or site in case of the execution of work for the aforesaid purpose, and he may require the contractor to make arrangements for inspection of work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

The above will, however, not in any way absolve the contractor of his responsibility about proper performance of the system/ components after erection and commissioning at the designated place.

3.37 Compliance with the Rule 144(xi) of GFR 2017 inserted vide Office Memorandum (OM) F. No. 6118/2019-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 G](#)

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

Witness

Signature of tenderer

Address

Address

Date

Date

Safety Code

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

FIRE SAFETY

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

- xvi. Any debris generated from the work shall be collected on daily basis, removed from site and stored at the designated place in proper manner.
- xvii. Battery operated emergency light/torches shall be provided by the contractor to the workmen while working beyond office hours.

Place:

Date:

Signature and seal of the contractor

The Conditions Hereinbefore Referred To

1. In constructing these conditions, the specification, schedule of quantities and Contract Agreement, the following words shall have the meaning herein assigned to them except where subject or context otherwise requires.

- a) "Employer" Shall mean the Reserve Bank of India and shall include its assignees and successors.
- b) In the case of company "Contractor shall mean a company incorporated under _____ and having its registered office at _____ and shall include its successors and assigns.
- c) "Site" Shall mean the site of the contract works including any building and erection thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.
- d) "This Contract" Shall mean the Article of Agreement, the special conditions, the conditions, the Appendix, the schedule of quantities and specifications attached hereto and duly signed.
- e) "Notice in writing" Shall mean a notice in written, typed or printed or written notice" characters sent (unless delivered personally 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.

f) "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 Act.

g) "Net Prices" If in arriving at the contract amount the Contractor shall have added to or deducted from the total of items in the Tender any sum, either as a percentage or otherwise, then net price of any item in their tender shall be the sum arrived at by adding to or deducting from the actual figures appearing in the Tender as the price of that the 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 the 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 account shall be held to mean rates or prices so arrived at.

h) "The works" shall mean Supply and Installation of Backpack type 9 ltrs capacity of water mist fire extinguisher cum CAFS (compressed air foam system) stored pressure system (2 nos) at Office Building of Reserve Bank of India, Kochi-682018

2. **Scope of Contract**: The contractor shall carry out and complete the said work in every respect in accordance with this contract and with the directions of and to the satisfaction of the 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, direction and explanations which are hereafter collectively referred to as "Bank's Engineer's instruction in regard to":

- a) The variations or modifications of the design, quality or works or the addition or omission or substitutions of any work.
- b) Any discrepancy in the Drawing or between the Schedule of Quantities and/or Drawing and/or specifications.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material therefor.
- d) The removal and/or re-execution of any works executed by the contractor.
- e) The dismissal from the works of any persons employed thereupon.
- f) The opening up for inspections of any work covered up.
- g) The amending and making good of any defects under clause 20 hereof.

The contractor shall forthwith comply with and duly execute any work comprised in such Bank's Engineer's instructions provided always that verbal instructions, directions and explanations given to the Contractor or his representative upon the works by the Bank's Engineer shall, if involving a variation, be confirmed in writing by the Contractor within seven days, such shall be deemed to be Employer's instructions within the scope of the Contract.

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

3. **The Contractor shall provide at his cost everything necessary for the proper execution of the works** according to the intent and meaning of the Drawings, Schedule of Quantities and specifications taken together, whether the same may

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

4. **Authorities, notices and patents:** The Contractor shall conform to the provisions of any Act of the Legislature relating to the works, and to the regulations and bye-laws of any authority, and of any water, electricity supply and other companies and/or authorities with whose system the structure is proposed to be connected, and shall, before making any variations from the drawings or specifications that may be necessitated by so conforming, give to the architect written notice, specifying the variation proposed to be made and the reason for making it and apply for instructions thereon. In case the contractor shall not within ten days receive such instructions he shall proceed with the work conforming to the provisions, regulations, or bye-laws in question, and any variation so necessitated shall be dealt with under clause 17 hereof.

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

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

5. **Materials and Workmanship to conform to description:** 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 contract and the Contractor shall furnish to the Employer with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall at his own cost arrange for and/or carry out any test of any materials.

6. **Contractor's superintendence and representative on the works:** The Contractor shall give all necessary personal superintendence during the execution of the works and so long thereafter as the Employer may consider necessary until the expiration of the "Defects Liability Period" stated in the Appendix hereto. The contractor shall, also during the whole time the works are in progress employ a competent representative who shall be constantly in attendance at the works while the men are to work. Any directions, explanations, instructions or notice given by the Bank's Engineer to such representative shall be held to be given to the Contractor.
7. **Dismissal of workmen:** The Contractor shall on the request of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Bank's Engineer.
8. **Access to works:** The Employer, shall at all reasonable times, have free access to the works and/or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Employer necessary for Inspections and examination and test of the materials and workmanship. No person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.
9. **Bank's Engineer:** The term Bank's Engineer shall mean the person appointed and paid by the employer to inspect the works. The contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials and for checking and measuring time and materials.

The Bank's Engineer, or the employer shall have power to give notice to the Contractor or to his representative of non-approval or any work or materials and such work shall be suspended, or the use of such materials shall be discontinued. The work will from time to time be examined by the Assistant Manager (Tech.) / Manager (Technical) 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 a stage of the works or after the same is completed. Subject to the limitations of this clause the Contractor shall take instructions only from the Bank's Engineer.

10. **Assignment and Subletting**: The whole of the works included in the Contract shall be executed by the Contractor and the contractor shall not directly or indirectly transfer, assign or under-let the Contract or any part share thereof or any interest therein without the prior written consent of the Employer and not undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.
11. No alteration, omission or variation shall vitiate this contract but in case the Bank's Engineer thinks proper at any time during the progress of the works to make any alterations in, or addition to, or omissions from the works or any alteration in the kind of quality of the materials to be used therein and shall give notice thereof in writing under his hand to the Contractor, the Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the contractor shall not do any work extra to or make any alterations or additions to or omissions from the works or any deviation from any of the provisions of the Contract. Stipulations, specifications or Contract Drawings without the previous consent in writing of the Employer and the value of such extras alterations, additions or omission shall, in all cases, be determined by the Employer in accordance with the provisions of Clause 17 hereof, and the same shall be added to, or deducted from the Contract Amount, as the case may be accordingly.
12. **Schedule of Quantities**: The Schedule of quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the schedule of quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 15 hereof, shall be added to, or deducted from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's schedule of rates.

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

14. **Measurement of works**: The Bank's Engineer may, from time to time, intimate to the contractor that he requires the works to be measured, and the Contractor shall forthwith attend or send a qualified agent to assist Assistant Engineer 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 agent then the measurement taken by the Bank's Engineer, or a person approved by him shall be taken to be correct measurement of the works. Such measurements shall be taken in accordance with the Mode of Measurements detailed in the Specifications. The Contractor or his Agent may at the time of measurement take such notes and measurement as he may requires.

All authorized extra works, omissions and all variations made with the prior approval in writing of Employer shall be included in such measurements.

15. **Prices for extra**: The Contractor may, when authorized and shall, when directed, in writing by the Employer, add to, omit from or vary the works shown upon the the specification, 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 above hereof with the concurrence of the Employer herein mentioned. Any such extra in herein referred to as authorized and shall be made in accordance with the following provisions.

(a) (i) The net rates or prices in the original tender shall determine the

valuation of the extra work where such extra work in similar character and executed under 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.

- (b) The net prices of the original tender shall determine the value of items omitted provided if omissions vary the conditions under which any remaining items of works are carried out, the prices for the same shall be valued under sub- clause(c) hereof.
- (c) Where the extra works are not of similar character and/or quoted 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 the amount of the whole of the Contract works or to any part thereof shall be such that in the opinion of the Bank's engineer, the net rate or price contained in the priced Schedule of Quantities or tender or for any item of the works involves loss or expenses 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 he shall think reasonable and proper, with the prior approval in writing of the Employer.
- (d) Where extra work cannot be properly measured or valued, the Contractor shall be allowed day work prices as the net rates stated in the tender or the Priced Schedule or Quantities or, if not so stated, then in accordance with the local day work rates and wages for the district provided that in either case vouchers specifying the daily time (the workmen's names) and materials employed be delivered for verification to the Bank's Engineer at or before the end of the week following that in which the work has been executed plus 15% towards establishment charges, contractor's overhead and profits.

The measurement and valuation in respect of the Contract shall be completed within the "period of final measurements" stated in the Appendix or if not stated

then within six months of the completion of the Contract works.

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

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

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

20. **Defects after virtual completion**: Any defects or other fault which may appear in fire extinguisher within the "Defects Liability Period" stated in the Appendix hereto, arising in the opinion of the Employer from materials of workmanship not in accordance with the contract, shall upon the direction in writing of the Employer, and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects or other faults, and all damages loss and expenses consequent thereon are incidental thereto shall be made good and borne by the Employer or may be deducted by the Employer, upon the Bank's Engineer's Certificate in writing, from any money due or that may become due to the

Contractor, or the Employer may in lieu of such amending and making good by the Contractor deduct from any money due to the Contractor a sum, to be determined by the Employer equivalent to the cost of amending such work.

21. **Certificate of virtual completion and defects liability period:** The works 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 shall commence from the date of such certificates.

22. **Nominated Sub-Contractor:** All Specialists, Merchants, Tradesmen and others executing any work of supplying and fixing any goods for which the prime cost prices or provisional sums are included in the Schedule of Quantities and/or Specifications who may be nominated or selected by the Employer or hereby declared to be sub- contractors employed by the contractor and are herein referred to as nominated sub- contractors.

No nominated sub-contractors shall be employed on or in connection with the works against the Contractor shall make reasonable objection are (save where the Architect and the Contractor shall otherwise agree) who will not enter into contract providing.

- (a) That the nominated sub-contractor shall indemnify the contractor against the same obligation in respect of the sub-contract as the contractor is under in respect of this contract.
- (b) That the nominated sub-contractor shall indemnify the contractor against claims in respect of any negligence by the sub-contractors his servants or agents or any misuse by him or them or any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.
- (c) Payment shall be made to the nominated sub-contractor within fourteen days of his receipt of the Employer's Certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank proof that all nominated sub-contractors accounts included in previous certificates have been duly discharged; in default whereof the Employer

may pay the same upon a Certificate of the Bank and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create private of contract as between Employer and Sub-Contractor.

23. **Other persons employed by Employer:** The Employer reserves the right to use premises and any portion 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 Employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to or occasioned by such work.

24. **Insurance in respect of damage to person and property:** The Contractor shall be responsible for all injury to persons, animals or things, and for all structural and decorative damage to property which may arise from the operation or neglect of himself or of any nominated sub-contractor or any employee of either, whether such injury or damage arises from carelessness accident or any other cause whatever in any connected with the carrying out of this Contract. This clause shall be held to include inter alia, any damage to buildings, whether immediately adjacent or otherwise, and any damage to road, streets, foot-paths, bridges or ways as well as damage caused to the buildings and works forming the subject of this contract by frost, rain, wind or other inclemency of weather. The Contractor shall indemnify the Employer and hold it harmless in respect of all and any expenses arising from any such injury or damage to persons or property as aforesaid and also in respect of any claim made in respect of injury or damage under any acts of any legislature or otherwise and also in respect of any award or compensation or damages consequent upon such claim.

The Contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver up the whole of the Contract works complete to and perfect in

every respect and so as to make good or otherwise satisfy all claims for damage to the property of third parties.

An insurance policy covering third party liability shall be taken by the contractor to cover the loss/disablement of human life (persons not belonging to the contractor). This shall also cover the risk of damages to other's materials/equipment/properties including those, if any of the banks during construction/erection/commissioning of the said contract work at site. The value of third-party liability for compensation for loss of human life or full /partial disablement shall be of required statutory value for full and partial disablement and shall nevertheless cover such compensation as may be awarded by a court of law. Cover for damage to other's equipment/property shall be as approved by the bank. The sub-contractors of the contractor shall not be holders or beneficiaries in the policy nor shall they be named in the policy. The bank shall be the principal holder of the policy along with the contractor. The bank reserves the exclusive right to assign the policy.

The Contractor shall indemnify the Employer against all claims which may be made against the Employer by any member of the public or other third party in respect of anything which may arise in respect of the works or in consequences thereof and shall at his own expenses arrange to effect and maintain, until the virtual completion of the contract, with an approved office a policy of insurance in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during the currency of this contract. The Contractor shall also similarly indemnify the Employer, against all claims which may be made upon the Employer whether under the Workmen's Compensation Act or any other status in force during the currency of this contract or at common law in respect of any employee of the Contractor or any Sub-Contractor and shall at his own expenses effect and maintain, in the joint names of the Employer and the Contractor against such risks and deposit such policy or policies with the Architect from time to time during currency of the Contract.

The Contractor shall be responsible for any liability which may be executed from the Insurance Policies above referred to and also for all other damage to any person, animal or property arising out of the incidental to the negligent or defective

carrying out of this Contract transit, storage, erection, testing & commissioning policy. He shall also indemnify the Employer in respect of any costs, charges or expenses arising out of any claim or proceedings and also in respect of any award of compensation or damages arising therefrom.

The Employer shall be entitled to deduct the amount of any damage, compensation, costs, charges and expense arising of accruing from or in respect of any such claims or damage from any or all sums due or to become due to the Contractor without prejudice to the Employer's other rights in respect thereof.

25. **Date of commencement and completion**: The Contractor shall be allowed admittance to the site on "Date of Commencement" stated in the Appendix hereto, or each later date as may be specified by the Employer and be 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 may desire to delay) or before the "Date of Completion" stated in the Appendix subject nevertheless to provisions for extension of time hereinafter contained.
26. **Damages for non-completion**: If the Contractor fails to complete the works by the date stated in the Appendix or within any extended time under Clause 26 and 20 here the Contractor shall pay the Employer the sum named in the Appendix as " Liquidated Damages" for the period during which the said works shall so remain incomplete and the Employer may deduct such damages from any money due to the Contractor.
27. **Delay and extension of time**: If in the opinion of the Employer the works be delayed(a) by force major or (b) by reason of any exceptionally inclement weather or c) by reason of proceedings taken or threatened by or dispute with adjoining or neighboring owners or public authorities arising otherwise than through contractor's own default or (d) by the works or delays of other contractor or Tradesmen engaged or nominated by the Employer and not referred to in the schedule of quantities and/or specifications or (e) by reasons of Bank's Engineer instruction as per clause 17 hereof (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (a)in consequence of the Contractor not having received in due time necessary

instructions from the Bank for which he shall have specifically applied in writing or (h) from other causes which the Bank may certify as beyond the control of contractor or (l) in the event, the value of the work exceed the value of the Priced Schedule of Quantities owing to variation, the Bank may make a fair and reasonable extension of time for completion shall as soon as may be given written notice thereof to the bank but the Contractor shall nevertheless constantly use his endeavors to prevent delay and shall do all that may reasonably has required to the satisfaction of Bank to proceed with work.

28. **Termination of Contract by the Employer:** If the Contractor being an individual or a firm commits any "act of insolvency" or shall be adjudged an insolvent or being an incorporated company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervisions 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 seven days after notice to him requiring him to do so to show the reasonable satisfaction of the Architect that he is able to carry out and fulfill the Contract and to give security therefore, if so required by the Architect.

Or if the Contractor (whether an individual, first 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 Contractors.

Or shall assign to sublet this Contract without the consent in writing of the Employer first had and obtained.

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

- (i) Has abandoned the Contract, or
- (ii) Has failed to commence the works, or has without any lawful excuse under these conditions suspended the progresses of the works for fourteen days after receiving from the Bank notice to proceed or
- (iii) Has failed to proceed with the work with such due diligence and failed to make such due progress as would enable the works to be completed within the

time agreed upon, or

- (iv) Has failed to remove materials from the site or to pull down and replace work for seven days receiving from the Bank written notice that the said materials or work were condemned and rejected by the Bank's Engineer under these conditions' or
- (v) Has neglected or failed persistently to observe and perform all of any of the acts, matter or things by the Contract to be observed and performed by the Contractor for seven days after written notice shall have been given to the Contractor requiring the Contractor to observe or perform the same.

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, the whole of which shall continue in force as fully as if the Contract has not been so determined, and so if the works subsequently execute had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and taken possession of the works and all plant, tools scaffoldings, sheds, machinery, steam and other power utensils and materials lying upon the premises or the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the work or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act matter or thing to prevent or hinder such other contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same by public auction, and give credit to the Contractor for the net amount realized. The employer shall thereafter ascertain and certify in writing under his hand what of the said plant and materials so taken possessions or by the Employer and the expenses or loss which the Employer shall have been put to in

procuring the works to be completed and the amount. If any, owing the Contractor and the amount which shall be so certified shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank shall be final and conclusive between the parties.

29. **Termination of Contract by Contractor**: If this payment of the amount payable by the Employer under Certificate of the Bank's Engineer shall be in arrears and unpaid for thirty days after notice in writing requiring payment of the amount as aforesaid shall have been given by the Contractor to the Employer, or if the Employer interferes with or obstructs the issue of any such Certificate, or if the Employer shall repudiate the Contract, or if the works be stopped for three months under the order of the Architect or the Employer or by any injunction or other order of any court of Law, then and in any of the said cases the Contractor shall be in liberty to determine the Contract by notice in writing to the Employer, and he shall be entitled to recover from the Employer, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract.

In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed.

30. **Certificates and Payments**: The Contractor shall be paid by the Employer from time to time by installments under interim Certificate to be issued by the Bank's Engineer on account of the works executed work to the approximate value named in the Appendix as 'Value of work for Interim Certificate' has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix as "Total Retention Money" after which time the installments shall be up to the full value of the work subsequently so executed and fixed in the building. And when the works have been virtually completed, the Contractor shall be paid by the Employer in accordance with the Certificate to be issued by the Bank's Engineers the sum of money named in the Appendix as "installment after Virtual Completion" being a part of the said Total Retention Money. And the Contractor shall be entitled to the payment of the Final Balance in accordance with the final Certificate at the expiration of the

period referred to as 'the Defects liability Period' in the Appendix hereto from the date of virtual completion or as soon as after expiration of such period as the works shall have been finally completed and all defects made good according to the true intent and meaning hereof whichever shall last happen provided always or at or after their completion shall not relieve the Contractor from his liability under clause 21 nor relieve the Contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating to the works or materials or to any matter dealt with in the Certificate and in case of the all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed.

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

31. **Delayed Payment**: Any amounts payable by the Employer to the Contractor shall, if not paid within the 'period of honoring Certificates' names 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 sum ought to have been paid by the Employer until the payment.
32. The decision, opinion, direction Certificate (except for payment) with respect to all or any of the matters under Clauses 2 (a, b), 4, 5, 14, 20 (a, b, c, d and f) hereof (which matters are herein referred to as the excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, shall be subject to the right of Arbitration and review under the Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference).
33. **Settlement of disputes 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 the completion and whether before or after the determination abandonment or breach of the contract) shall be referred to and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a final certificate or otherwise. The decision of the Bank with respect to any of the excepted matters shall be final and without

appeal as stated in Clause 33 hereof. 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 act as third arbitrator or umpire.

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

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

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

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

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

Right of technical scrutiny of final bill

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

Employer entitled to cover compensation paid to workman

35. If, for any reason, the Employer 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 a workman employed by the Contractor in execution of the works, the Employer shall be entitled to recover from the Contractor the amount of compensation so paid, and without prejudice to the rights of the Employer under the said Act. The Employer shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

Abandonment of works

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

Return of surplus materials

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

Right of employer to terminate contract in the event of death of Contractor or individual

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

41. Non-Disclosure Clause

The contractor shall not disclose directly or indirectly any information, materials and of the Bank's infrastructure/ system / equipment etc. which may come to the

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

The contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this agreement are fully satisfied.

The contractor's obligations with respect to non-disclosure and confidentiality will survive the expiry or termination of this agreement for whatever reason.

Miscellaneous Clauses

The Sexual Harassment of women at workplace:

The Contractor / Agency shall be solely responsible for full compliance with the provision of "the Sexual Harassment of women at workplace (Prevention, Prohibition and Redressal) Act, 2013.

- a. In case of any complaint of sexual harassment against its employee within the premises of the Bank, the complaint will be filed before the Internal Complaints Committee constituted by the Contractor / Agency and the Contractor / Agency shall ensure appropriate action under the-said Act in respect to 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 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, if sexual violence by the employee of the contractor is proved.

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

Place:

Date :

Seal and Signature of Tenderer

APPENDIX HEREIN BEFORE REFERRED TO

1.	Defects Liability Period	Three years from the date of Virtual Completion of work
2.	Period of Final Measurement	1 month from the date of virtual completion
3.	Earnest Money Deposit(EMD)	₹10,600/- to be submitted along with tender document. Tenders without EMD will be rejected. MSEs having Udyam Registration Number (Udyog Aadhar Memorandum Number) irrespective of the category, are exempted
4.	Release of EMD	After virtual completion of work
5	Date of Commencement	Within 10 days from the issue of work order.
6.	Date of completion	4(four) weeks from the tenth day of the issue of work order
7.	Rate of liquidated damages for non-completion of work.	0.25% of the contract value per week of delay subject to a maximum of 10% of the contract value

8.	Retention money/Security deposit	5% of work executed value
9.	Release of Retention money/Security deposit	Retention money/Security deposit will be released after successful expiry of defects liability period(i.e. 3 years)
10.	Interest for delayed payment	3% (three percent)per annum

Seal & signature of Contractor

Section I

Commercial Conditions Check List

Supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi-682018

Sr. No.	Description	Bank's Terms and conditions	Acceptance of Bank's terms and conditions
1	Validity	90 days from opening of tender part-I	
2	EMD	₹10,600/- to be submitted along with tender document. MSEs having Udyam Registration Number (Udyog Aadhar Memorandum Number) irrespective of the category, are exempted from payment / submission of EMD.	
3	Terms of payment	As per applicable clause in Part I of the tender	
4	Technical specifications	As per specifications in Part I of the tender	
5	DLP	Three years from date of virtual completion.	
6	Service after sales during DLP /warranty period of product	Quoted rates shall include the cost of repairs/ maintenance including replacement of any material / assembly / equipment / spares / labour if found necessary and quarterly visit.	
7	Completion period	Four Weeks from the date of issue of work order	

8	Liquidated damages	0.25% of cost of work executed per week of delay subject to a maximum of 10% of the cost of work executed	
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@ Note: The firm has to upload the necessary test reports and product compliance report as per EN standards/ BIS code mentioned in tender for the quoted make along with Part-I of the tender.

Place

Date

Seal & Signature of Contractor

Section II

Minimum Technical Specification for Supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi-682018

Offered make & model:

Technical specifications of water mist & CAF 09 ltrs capacity(Back pack type)stored pressure fire extinguisher

Sl No.	Technical parameter	Specifications	Compliance (Yes /No)
1	Standard Applicable	The water mist extinguisher shall be confirmed to EN3:2004+A1:2007 The complete system shall be tested for compliance from an nationally accredited laboratory for compliance of EN3-7:2004+A1:2007standard mandatorily applicable for the complete system.	
2	Technology	The water mist & CAF(Compressed Air Foam) (Back-pack type), stored pressure	
3	Type of foam	Special AFFF compound conforming for higher rating A55, B233,Special AFFF compound shall be +5 minimum concentration shall be 6%	
4	Weight of fully charged backpack (filled)	27 kgs max- Water cylinder filled with 9 litre and minimum capacity of air bottle should be 2 ltr filled at 200 bar	
5	Pressure vessel	9 ltrs capacity Permanent marking shall be provided as per clause 16.2 of the EN 3-7:2004 +A1:2007.	
6	Material of cylinder body	Non corrosive Stainless steel material (SS-316 grade), external surface of cylinder should be coated with epoxy powder with min DFT 50 micron for corrosion resistance	
7	Testing pressure of air cylinder	As per relevant latest IS code (Test certificate should be produced)	
8	Burst pressure of air cylinder	As per relevant latest IS code (Test certificate should be produced)	
9	Portability	Hand held and back pack	
10	Configuration	Shall be mounted on a sturdy frame suitably cushioned for comfort, provided with shoulder pads for carrying as a backpack and a handle to be carried by hand. All materials used shall be of fire retardant type. The supply shall include 10nos. of O-rings for the pressure vessel and one can of 5 ltr special AFFF compound, tool kit etc.	
11	Fire rating	Fire rating class A: 55 A as per EN-3. Fire rating class B: 233 B as per EN-3. Electrical fires: Upto 1000V at 3 meters distance. Electrical test certificate from ERDA Test Certificate for the product to be produced from DRDO/ NABL accredited Laboratory for Fire rating class A and B.	
12	Control of	Shall be fitted with a self-closing control valve	

	discharge		
13	Air Cylinder	PESO approved, corrosion resistant material / steel cylinder/ aluminium alloy, cylinder capacity minimum 2 ltrs, Air stored in 2 ltrs cylinder at 200 bar pressure. Air cylinder shall be comply with GAS cylinder Rules 1984 and shall be supported by manufacturer test certificate. NO objection certificate or approval as applicable shall be submitted alongwith part-I from Petroleum and Explosives Safety Organization (PESO) Nagpur. Serial no & manufacturing year on the cylinder shall match with the certificate.	
14	Propellant medium	Compressed air	
15	Portability	Hand held and back-pack	
16	Operating temparture	+5°C to 60° C	
17	Minimum Effective Discharge Time	20-25 seconds	
18	Air cylinder valve and pressure gauge	EN (European standards) approved valve and pressure gauge. Pressure vessel shall be fitted with a pressure gauge (CE marked)	
19	Colour of Extinguisher	Red in colour with powder coating, confirm with Red shade No.538 of IS 5 or as per European standards	
20	Lancing distance & Turn over from jet to spray	12-18 meters in jet mode 5-7 meters in spray mode Time taken shall not be more than 1 second with a provision of changeover from jet to spray mode & vice versa by simple twist of nozzle without disturbing water mist discharge	
21	Working pressure	Stored pressure- Not exceeding 15 bar	
22	Discharge Mechanism	Squeez grip	
23	Extinguishing gun construction	Non corrosive SS metal with smooth bore suitable for all classes of fires, atomizer chamber and mixing chamber. The rating of the high-pressure flexible tube shall be minimum 3 times the Working Pressure.	
24	Extinguishing gun weight without hose	Not exceeding 2 kg	
25	Nozzle modes	Jet and spray	
26	Hose length	Minimum 1.3 meter	
27	Backpack Assembly	1. Harness system shall be made out of synthetic fire resistant material 2. The system shall be designed ergonomically 3. Shall be rigid, highly resistant to impact, chemicals, flames and high temprature	
28	Product /	Minimum 3 years from the date of virtual completion of the	

	Entire system warrenty	work	
29	Spare parts and maintenance support	Minimum 10 years.Spare parts list shall be provided	
30	Manufacturer test certificate and operation manual, warranty certificate (with sign and seal)	Manufacturer test certificate, operation manual and warranty certificate shall be provided along with supply / delivery of fire extinguishers.	

Following mandatory test certificates to be submitted along with tender part-I

- All Fire ratings certificates as per EN3-7:2004+A1:2007standard from NABL accredited lab/ central govt. accredited laboratories
- ERDA certificate for Dielectric test
- PESO certificate
- Test certificate for fully compliance of EN3-7:2004+A1:2007standard from NABL accredited lab/ central govt. accredited laboratories /DRDO
- Test certificate for pressure testing from NABL accredited lab/ central govt. accredited laboratories

Place

Date

Seal & Signature of Contractor

Section III

Supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi.

Un-priced Schedule of Quantities

Sr. No	Description of work	Qty.	Unit
1	Supply and Installation of Backpack type 9 ltrs capacity of water mist fire extinguisher cum CAFS (compressed air foam system) stored pressure system (2 nos) as per detailed specification mentioned in tender Part-I (Section II-Technical specifications) including the necessary cost of brackets, hardware material, transportation, labour, testing charges of fire extinguishers, site etc. all complete as directed by Engineer-in-charge. The rate shall be inclusive of providing 10nos. of O-rings for the pressure vessel and one can of 5 ltr special AFFF compound, tool kit etc. all complete as directed by Engineer-in-charge.	02	Each

Note: Please quote all rates on Part - II (Price bid) on the MSTC portal through e-tender. All values to be quoted are for 'Unit quantity' which shall be exclusive of GST. However, GST at 18% will automatically be applied over the rates quoted and the same can be viewed by the bidders real-time. The amount quoted shall be only in Indian National Rupees (INR). The total amount calculated by the system including GST, will be taken for arriving the L1 rates and the total Contract Value.

Annexure A

LIST OF SIMILAR WORKS

List of important supply/ works executed by the Firm/Agency during the last 5 Years

Sr. No.	Name and address and contact details of the firm/client	No. of units supplied and value of work order	Value of the work done	Whether works completed in time or not (give date of start & and date of completion)	Completion period as per work order	Any other relevant information including reason, if any, for delay in completion of work

Note: * The details of previous experience and work for Reserve Bank of India in any of the centres may be separately provided (in tabular form as per the following format)

*Attach a separate sheet if required

Signature of Tenderer:

Date

ANNEXURE- 'B'

**FORMAT FOR UNDERTAKING FOR PRODUCT & SERVICE SUPPORT DURING
DEFECT LIABILITY/ WARRENTY PERIOD.**

(To be submitted
by the tenderer)

NAME OF WORK: Supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi

Pursuant to a contract awarded by Reserve Bank of India for the full scope of work as contained under the tender document for the above mentioned work or _____ part _____ thereof, _____ we *(full name of the firm with address)*, hereby undertake the complete responsibility for providing full product support and also service support for the entire warranty period/ defect liability period of the product (i.e.3 years from date of virtual completion of work) supplied and installed by us, promptly and expeditiously.

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

Thanking You

Yours faithfully,

(Signature of the Contractor / Firm with Company's Seal)

Annexure 'C'

UTR Transection Details For EMD

S.No	Requirements	Details To be filled by tenderer
1	Name of the vendor	
2	Name of the Bank	
3	Account No.	
4	IFSC	
5	UTR details	
6	Date of Payment	

Name & Signature of Tenderer

Date: _____

Place: _____

Annexure - D

CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR/FIRM
(On the Client's Letter Head)**

Signature of Reporting Officer (Client) with Office seal

Name and address of the Client (mandatory field):

E-mail address of the Client (mandatory field):

Contact No. (mandatory field):

Details of Works executed by Shri /M/s

1	Name of work with brief particulars	
2	Agreement No. and date	
3	Agreement amount	
4	Date of commencement of work	
5	Stipulated date of completion	
6	Actual date of completion	
7	Details of compensation levied for delay (indicate amount) if any	
8	Gross amount of the work completed and paid	
9	Name and address of the authority under whom works executed	
10	Whether the firm 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 firm go for arbitration?	
	ii) If yes, total amount of claim	
	iii) Total amount awarded	

13	Comments on the capabilities of the firm.	
	a) Technical proficiency	Outstanding / Very Good/ Good / Satisfactory/ poor
	b) Financial soundness	Outstanding / Very Good/ Good / Satisfactory/ poor
	c) Mobilization of adequate T & P	Outstanding / Very Good/ Good / Satisfactory/ poor
	d) Mobilization of manpower	Outstanding / Very Good/ Good / Satisfactory/ poor
	e) General behaviour	Outstanding / Very Good/ Good / Satisfactory/ poor

Note: All columns should be filled in properly

a) Signature of Reporting Officer (Client) with Office seal

b) Name and address of the Client (mandatory field):

c) E-mail address of the Client (mandatory field):

d) Contact No. (mandatory field):

countersigned” by Reporting Officer* with Office seal.

Name and Signature of the applicant with Seal

Proforma for Bank Guarantee In Lieu Of Earnest Money Deposit

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

This deed of guarantee made this _____ day of _____ two thousand _____ between _____ (Name of Banker) having its registered office at _____ (place) and one of its local offices at _____ (hereinafter referred to as the Surety), and Reserve Bank of India, Kochi, constituted by the Reserve Bank of India Act, 1934, having its Central Office at Central Office Building, Shahid Bhagat Singh Road, Mumbai-400 001 INDIA (hereinafter referred to as the Bank).

WHEREAS _____ (Tenderer's name hereinafter referred to as 'Tenderer') a Company registered under _____ and having its registered office at _____ is bound to deposit with the Bank by way of earnest money INR _____ (INR _____ only) in connection with its Tender for **Supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi** and the specifications and terms and conditions enclosed therein.

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

NOW THIS WITNESSETH:

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

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

3 The Bank shall be eligible to make any claim under this guarantee if the Tenderer after submitting his Tender, rescinds from his offer or modifies the terms and conditions thereof in a manner not acceptable to the Bank or expresses his unwillingness to accept the order after the Bank has decided to place order with the Tenderer for **Supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi**

The Banks' decision in this regard shall be final and binding.

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

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

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

7 The Surety will make the payment pursuant to the demand notice issued by the Bank, notwithstanding any dispute that may exist or arise between the Tenderer and the Bank or any other person.

8 Any forbearance, act or omission on the part of the Bank in enforcing any of the conditions of the said tender or showing of any indulgence by the Bank to the tenderer shall not discharge the Surety in any way and the obligations of the Surety under this guarantee shall be discharged only on the intimation thereof being given to the Surety by the Bank.

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

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

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

Bank Manager
(Banker's seal)

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

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

To,
GENERAL MANAGER (OiC)
Reserve Bank of India, Kochi

Name of Work: **Supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi**

I / We _____ (Name and address, including Country of location of bidder) have read and understood the contents of the Office Memorandum (OM) F. No. 6/1812019-PPD dated July 23, 2020 and its subsequent orders / revision issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India regarding the restrictions on procurement from a bidder of a country which shares a land border with India.

2. I / We certify that (Name of the bidder)
- i. is not from a country sharing land border with India,
or
 - ii. is from a country sharing land border with India and has been registered with the Competent Authority, the certificate of which is enclosed,
or
 - iii. is from a country sharing land border with India where Government of India has extended lines of credit,
or
 - iv. is from a country sharing land border with India where Government of India is engaged in development projects.

(Strikeout whichever of the above is not applicable).

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

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

**Signature and name of the authorized signatory of the Bidder
with Rubber Stamp**

Date:

Place:

Annexure -G

Details of Service Set up in Kochi

S. No.	Details of service Centre	
1	Address of Service Centre	
2	Contact numbers	
3	Staff strength	
4	Whether spares parts of the fire extinguishers system have been stocked	

Signature of the contractor

**FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF
Application/Proposal**

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,
We..... (Name of the Bidder and
address of their registered office) do hereby constitute, appoint and authorise Mr. / Ms.
..... (Name and
residential address of Power of Attorney holder) who is presently employed with us and
holding the position of
as our attorney, to do in our name and on our behalf, all such acts, deeds and things
necessary in connection with or incidental to our tender for **Supply, testing and
commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure
water mist CAF (compressed air foam) fire extinguishers at Office Building of
Reserve Bank of India, Kochi.** Including signing and submission of all documents and
providing information / responses to RBI, KOCHI, representing us in all matters before
RBI, KOCHI, and generally dealing with RBI, KOCHI in all matters in connection with
our proposal for the said Project.

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

Note

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

Signature/(s) of the Bidder

Name/s

Stamp/Seal of the Bidder

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



**RESERVE BANK OF INDIA
PREMISES SECTION
KOCHI**

Tender for supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi.

E Tender NO RBI/KOCHI/Estate/390/22-23/ET/596

(TO BE FILLED ONLINE IN THE E-TENDERING PORTAL ONLY)

Part II (PRICE BID)

Part I- (TECHNO COMMERCIAL BID)

1	Date of publish of e-Tender	17:00 hrs on January 24, 2023
2	Validity of the e-Tender for acceptance by the Bank	90 days from the date of opening of Part – I of the e- Tender.
3	Date of Pre-Bid Meeting	15.00 hrs on February 01, 2023.
4	Last date of submission of e-Tender	14:00 hrs on February 15, 2023
5	Date of opening of the e-Tender	15:00 hrs on February 15, 2023

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**RESERVE BANK OF INDIA
PREMISES SECTION
KOCHI**

supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers at Office Building of Reserve Bank of India, Kochi

Schedule of Quantity

Sr. No	Description of work	Qty.	Unit	Rate in Rs. (Excluding GST)	Amount in Rs. (Excluding GST)
1	Supply, testing and commissioning of 2 nos. of Backpack type 9 ltrs capacity of portable low pressure water mist CAF (compressed air foam) fire extinguishers as per the detailed specification mentioned in tender Part-I (Section II-Technical Specifications) including the necessary cost of brackets, hardware material, transportation charges, labour cost, testing charges of fire extinguishers, etc. all complete as directed by Bank's Engineer. The rate shall be inclusive of providing 10 nos. of O-rings for the pressure vessel and one can of 5 ltr special AFFF compound, tool kit etc. all complete as directed by Engineer-in-charge.	02	Each	To be filled in MSTC website	To be filled in MSTC website
Sub Total : A					
GST @ 18%: B					
Grand Total (including GST) : A+ B					

Date :

Place:

Signature of tenderer with seal

Name and Address:

***The above format is given only for illustrative purpose. Tenderers are advised to fill-in their quoted rates only in the format available in the MSTC web portal. No indication of prices shall be furnished along with Part -1 documents. Submission of financial bid in physical/hard form and uploading the same in the portal along with Part-1 documents shall be liable to get disqualified**