



भारतीय रिज़र्व बैंक  
संपदा विभाग  
चंडीगढ़

बैंक परिसर, भारतीय रिज़र्व बैंक, चंडीगढ़ में राष्ट्रिय परीक्षण शाला, उपभोक्ता मामले विभाग, भारत सरकार द्वारा प्रमाणित पैनल की सुरक्षा के लिए स्वतः गर्मी / लौ का पता लगाने वाले पॉलिमर ट्यूब और यूएल लिस्टेड क्लीन एजेंट सिस्टम के साथ FIRESPOOT® सेल्फ एक्टिवेटिंग ऑटोमैटिक फायर सप्रेस सिस्टम की डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग

हेतु

ई-निविदा

RBI/Chandigarh/Estate/74/21-22/ET/102

भाग- I

बोलीदाता का नाम \_\_\_\_\_

पता \_\_\_\_\_

बोली- पूर्व बैठक की तिथि एवं समय	13 सितंबर 2021 को अपराह्न 15:00 बजे
स्थान	संपदा विभाग, तृतीय तल, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़-160017
टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	27 सितंबर 2021 को पूर्वाह्न 11:00 बजे तक

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**भारतीय रिज़र्व बैंक  
संपदा विभाग  
चंडीगढ़**

**ई-निविदा सूचना**

1. भारतीय रिज़र्व बैंक चंडीगढ़ अपने बैंक परिसर में राष्ट्रीय परीक्षण शाला, उपभोक्ता मामले विभाग, भारत सरकार द्वारा प्रमाणित पैनल की सुरक्षा के लिए स्वतः गर्मी / लौ का पता लगाने वाले पॉलिमर ट्यूब और यूएल लिस्टेड क्लीन एजेंट सिस्टम के साथ FIRESPOOT® सेल्फ एक्टिवेटिंग ऑटोमैटिक फायर सप्रेस सिस्टम की डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग के लिए पात्र और इच्छुक फर्मों से ई-निविदाएं आमंत्रित करता है। कार्य की अनुमानित लागत ₹9.70 लाख है।
2. यह एक खुली निविदा है। केवल वे फर्मों, जो MSTC पोर्टल पर पंजीकृत हैं, निविदा प्रक्रिया में भाग ले सकेंगी। निविदा दस्तावेज वेबसाइट [www.rbi.org.in](http://www.rbi.org.in) पर डाउनलोड के लिए उपलब्ध है।
3. निविदा दो भागों में ऑनलाइन प्रस्तुत की जाएगी। निविदा के भाग- I में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी और वाणिज्यिक शर्तें होंगी, जिन पर निविदाकर्ता को सहमत होना होगा। निविदा के भाग- II में बैंक की मात्राओं की अनुसूची निर्धारित की जाएगी और निविदाकर्ता द्वारा मूल्य बोली ऑनलाइन प्रस्तुत की जाएगी।
4. पात्रता मानदंड को पूरा करने वाली फर्मों और काम के पुरस्कार के लिए विचार किए जाने की इच्छुक निविदाकर्ता को 27 सितंबर 2021 को पूर्वाह्न 11:00 बजे से पहले या उससे पहले सभी आवश्यक दस्तावेजों को [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi) पर अपलोड करना होगा।
5. निविदा के भाग-I को दिनांक 27 सितंबर 2021 को पूर्वाह्न 11:45 बजे MSTC Portal पर खोला जायेगा। निविदा की समय-सारणी निम्न अनुसार है:

क	ई-निविदा सं०	<b>RBI/Chandigarh/Estate/74/21-22/ET/102</b>
ख	निविदा प्रणाली	ई-प्रापण प्रणाली (ऑनलाइन Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
ग	अनुमानित लागत	<b>₹9,70,000/- (नौ लाख सत्तर हजार मात्र)</b>
घ	निविदा दस्तावेज़ RBI की वेबसाइट से डाउनलोड करने की तिथि	27 अगस्त 2021
ङ	पूर्व बोली बैठक	ऑफ लाइन: 13 सितंबर 2021 को अपराह्न 15:00 बजे <u>स्थान:</u> संपदा विभाग, तृतीय तल, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़-160017

च	बयान राशि (केवल NEFT के माध्यम से)	₹19,400/- (उन्नीस हज़ार चार सौ मात्र) लाभार्थी का नाम- भारतीय रिज़र्व बैंक IFSC Code: RBIS0CGPA01 (पांचवां और दसवां अंक शून्य है) खाता संख्या: 186003001
छ	बयान राशि जमा करने की अंतिम तारीख	27 सितंबर 2021 को पूर्वाह्न 11:00 बजे तक
ज	<a href="http://www.mstcecommerce.com/eprocho">www.mstcecommerce.com/eprocho</a> <a href="http://me/rbi">me/rbi</a> पर ई-निविदा (ऑनलाइट तकनीकी-वाणिज्यिक बोली और मूल्य बोली) प्रारंभ होने की तारीख	27 अगस्त 2021 को पूर्वाह्न 11:00 बजे से
झ	ई-निविदा (तकनीकी-वाणिज्यिक बोली एवं मूल्य बोली) बंद होने की तारीख	27 सितंबर 2021 को पूर्वाह्न 11:00 बजे तक
ञ	i. निविदा का भाग-I (अर्थात् तकनीकी-वाणिज्यिक बोली) खोलने की तारीख ii. भाग-II (मूल्य बोली) खोलने की तारीख	i. 27 सितंबर 2021 को पूर्वाह्न 11:45 बजे ii. भाग I में अपलोड किए गए दस्तावेजों की समीक्षा के बाद में केवल उन्हीं बोलीदाताओं के लिए खोला जाएगा, जिनके भाग I के साथ अपलोड किए गए दस्तावेजों की जांच के बाद उन्हें स्वीकार्य पाया जाएगा
ट	अंतरण फीस	अंतरण फीस का भुगतान एमएसटीसी भुगतान गेटवे / एनईएफटी / आरटीजीएस के माध्यम से एमएसटीसी लिमिटेड के पक्ष में किया जायेगा।

**Reserve Bank of India  
Estate Department  
Chandigarh**

**NOTICE FOR E-TENDER**

Reserve Bank of India, Chandigarh invites e-Tender from eligible and willing firms for undertaking "FIRESHOT® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat/flame detecting polymer tube and UL Listed Clean Agent System certified by National Test House, Dept of Consumer Affairs, Govt. of India at Bank's office RBI, Chandigarh". The work is estimated to cost ₹9.70 lakh.

2. This is an Open Tender. Only those firms, who are registered on MSTC portal will be able to take part in the Tender process. The tender document is available on website [www.rbi.org.in](http://www.rbi.org.in) for download.

3. Tender shall be submitted online in two parts. Part-I of the tender will contain the Bank's standard technical and commercial conditions for the proposed work, which must be agreed to by the tenderers. Part-II of the tender will contain Bank's schedule of quantities and tenderer's price bid to be submitted online.

4. The firms fulfilling the eligibility criteria and desirous of being considered for award of the work should upload all the required documents at [www.mstcecommerce.com/eprochome/rbi](http://www.mstcecommerce.com/eprochome/rbi) on or before **September 27, 2021 till 11:00 AM**.

5. Part-I of the tender will be opened at **September 27, 2021 at 11:45 AM** on MSTC website. The timeline of the tender is as follow:

A	E-Tender no	<b>RBI/Chandigarh/Estate/74/21-22/ET/102</b>
B	Mode of Tender	e-Procurement System  (Online Part I - Techno-Commercial Bid and Part II - Price Bid through MSTC portal <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a> )
	Estimated cost	₹9,70,000/- (Rupees Nine Lakh Seventy Thousand Only)
C	Date of availability of Tender Document for download on RBI website	August 27, 2021 from 11:00 AM onwards
D	Pre-Bid meeting	Offline: September 13, 2021 at 03:00 PM Venue: Estate Department, 3rd Floor, Reserve Bank of India, Central Vista, Sector 17, Chandigarh- 160017
E	Earnest Money Deposit (Only through NEFT)	₹19,400/- (Rupees Nineteen Thousand Four Hundred Only)  <b>Beneficiary Name-</b> Reserve Bank of India <b>IFSC:</b> RBIS0CGPA01 (5th and 10th being zero)  <b>Account No:</b> 186003001

F	Last date of submission of EMD	September 27, 2021 till 11:00 AM
G	Starting Date of e-Tender for submission of Part-I (Techno-Commercial Bid) and Part-II (Price Bid) at <a href="http://www.mstcecommerce.com/epochome/rbi">www.mstcecommerce.com/epochome/rbi</a>	August 27, 2021 from 11:00 AM onwards
H	Closing Date of e-tender for submission of Techno-Commercial Bid & Price Bid	September 27, 2021 till 11:00 AM
I	a. Date & time of opening of Part-I (Techno-Commercial Bid) b. Date of opening of Part II (Price Bid)	a. September 27, 2021 at 11:45 AM b. Part II of the eligible bidders will be opened on a later date after scrutiny of documents uploaded with Part I of the tender.
J	Transaction Fee	Payment of transaction fee through MSTC payment gateway / NEFT / RTGS in favour of MSTC LIMITED

## DISCLAIMER

Reserve Bank of India, Estate Department, Chandigarh, has prepared this document to give background information for FIRESPO® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat / flame detecting polymer tube and UL Listed Clean Agent System certified by National Test House, Dept of Consumer Affairs, Govt. of India at Bank's Office Building, RBI, Chandigarh-160017 to the interested parties. While Reserve Bank of India has taken due care in the preparation of the information contained herein and believe it to be in order, neither Reserve Bank of India nor any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely only on the information provided by 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 Project or to change the configuration of the Project, to alter the time table reflected in this document or to change the process or procedure to be applied. It also reserves the right to decline to discuss the matter further with any party expressing interest. No reimbursement of cost of any type will be paid to persons or entities expressing interest.

## IMPORTANT INSTRUCTIONS FOR E-TENDER

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

<p>1. Process of E-Tender:</p> <p><b>A) Registration:</b></p> <p>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 as well as Commercial 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).</p> <p>SPECIAL NOTE: THE TECHNICAL BID AND THE COMMERCIAL BID HAS TO BE SUBMITTED ON-LINE AT <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a></p> <p>1) Vendors are required to register themselves online with <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-Procurement → PSU/ Govt depts → Select RBI Logo → Register as Vendor -- Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.</p> <p>In case of any clarification, please contact RBI/MSTC, (before the scheduled time of the e-tender).</p> <p><b><u>Contact person (RBI, Chandigarh):</u></b></p> <ul style="list-style-type: none"><li>• Srimati Nisha Thakur, Assistant General Manager, Email: <a href="mailto:nishathakur@rbi.org.in">nishathakur@rbi.org.in</a> (Tel-0172-2701186)</li><li>• Shri Sohan Lal, Assistant Manager (Technical Electrical) – Email: <a href="mailto:sohan@rbi.org.in">sohan@rbi.org.in</a> (Mob. 9796699613)</li><li>• Shri Vidyut Kumar, Junior Engineer (Technical Electrical) – Email: <a href="mailto:vidyutkumar@rbi.org.in">vidyutkumar@rbi.org.in</a> (Mob. 8076748846)</li></ul> <p><b><u>Contact person (MSTC Ltd.)</u></b></p> <ul style="list-style-type: none"><li>▪ Shri. Sushil Nale, Asst. Manager- <a href="mailto:sushil@mstcindia.co.in">sushil@mstcindia.co.in</a> Mobile -09987758430</li><li>▪ Ms. Archana, Asst. Manager- <a href="mailto:archana@mstcindia.co.in">archana@mstcindia.co.in</a> Mobile – 09990673698</li><li>▪ Ms. Rupali Pandey, Executive- <a href="mailto:rpandey@mstcindia.co.in">rpandey@mstcindia.co.in</a> Ph.- 022-22886268</li><li>▪ Mr. Tejas V, Executive <a href="mailto:tejasv@mstcindia.co.in">tejasv@mstcindia.co.in</a> Ph- 022-22822789</li></ul> <p>Google hangout ID- (for text chat)- <a href="mailto:mstceproc@gmail.com">mstceproc@gmail.com</a></p> <p><b>B) System Requirement:</b></p>
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	<p>i) Windows 7 or above Operating System</p> <p>ii) IE-7 and above Internet browser.</p> <p>iii) Signing type digital signature</p> <p>iv) Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.</p> <p>To disable “Protected Mode” for DSC to appear in The signer box following settings may be applied.</p> <p>Tools =&gt; Internet Options =&gt;Security =&gt; Disable protected Mode If enabled- i.e, Remove the tick from the tick box mentioning “Enable Protected Mode”.</p> <p>Other Settings:</p> <p>Tools =&gt; Internet Options =&gt; General =&gt; Click On Settings under “browsing history/ Delete Browsing History” =&gt; Temporary Internet Files =&gt; Activate “Every time I Visit the Webpage”.</p> <p>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 <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> once)</p>
2.	<p>The Techno-commercial Bid and the Price Bid shall have to be submitted online at <a href="http://www.mstcecommerce.com/eprochome/rbi">www.mstcecommerce.com/eprochome/rbi</a>. E-tenders will be opened electronically on specified date and time as given in the E-tender.</p>
3.	<p>All entries in the e-tender should be entered in online Technical &amp; Commercial Formats without any ambiguity.</p>
4.	<p>Special Note towards Transaction fee:</p> <p>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 e-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.</p> <p>Transaction fee is non-refundable.</p> <p>A vendor will not have the access to online e-tender without making the payment towards transaction fee.</p> <p>Note:</p> <p>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.</p>
5.	<p>Information about e-tenders /corrigendum uploaded shall be sent by email only during the process till finalization of e-tender. Hence the vendors are required to ensure that their 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</p>

	Signature Certificate).
6.	E-Tender cannot be accessed after the due date and time mentioned in NIT.
7.	<p>Bidding in e-tender:</p> <p>a) Vendor(s) need to submit necessary EMD, e-tender fees and Transaction fees (If ANY) to be eligible to bid online in the e-tender. E-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 e-tender inviting authority.</p> <p>b) The process involves Electronic Bidding for submission of Technical and Commercial Bid.</p> <p>c) The vendor(s) who have submitted transaction fee can only submit their Technical Bid and Commercial Bid through internet in MSTC website <a href="http://www.mstcecommerce.com">www.mstcecommerce.com</a> → e-procurement → PSU/Government departments. → Login under RBI → My menu → Auction Floor Manager → live event → Selection of the live event.</p> <p>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 does not run then the vendor will not be able to save/submit his Technical bid.</p> <p>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 &amp; Commercial bid has been saved, the vendor can click on the "Final submission" button to register his bid.</p> <p>f) Vendors are instructed to use Attach Doc button to upload documents. Multiple documents can be uploaded.</p> <p>g) In all cases, vendor should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.</p> <p>i) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p> <p>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.</p> <p>k) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>l) Buyer reserves the right to cancel or reject or accept or withdraw or extend the e-tender in full or part as the case may be without assigning any reason thereof.</p> <p>m) No deviation of the terms and conditions of the e-tender document is acceptable. Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms &amp; conditions for the e-tender.</p>

8.	Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
9.	No deviation to the technical and commercial terms & conditions are allowed
10.	The e-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
11.	Vendors are requested to read the vendor guide and see the video in the page <a href="http://www.mstcecommerce.com/eprochome">www.mstcecommerce.com/eprochome</a> to familiarize themselves with the system before bidding. For technical assistance, MSTC officials may be contacted at 0522-4244702/0522-4240445 well in advance and bidders are advised to avoid any last minute rush. In case of any technical assistance required from MSTC, Bidders must contact MSTC at least one day prior before the e-tender closing day and get all their queries resolved.

I/We hereby declare that I / we have read and understood the information provided in this tender document.

Signature of bidder with seal

Date:

Place:

## **NOTICE INVITING E-TENDER**

**Name of Work:** FIRESHOT® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat/flame detecting polymer tube and UL Listed Clean Agent System certified by National Test House, Dept of Consumer Affairs, Govt. of India at Bank's office RBI, Chandigarh.

E-Tenders are invited under two-bid system by the Regional Director, Reserve Bank of India, Chandigarh, from Original Equipment Manufacturer (OEM) or their authorised dealers for FIRESHOT® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat/flame detecting polymer tube and UL Listed Clean Agent System certified by National Test House, Dept of Consumer Affairs, Govt. of India at Bank's office RBI Chandigarh

1. The work is estimated to cost ₹9,70,000/- (Rupees Nine Lakh Seventy Thousand Only) and is to be completed within a period of **60 days**.

2. Tenders will be considered for opening of Part- II (Financial bid) only for those firms having:

- Minimum 5 years' experience in undertaking similar nature of works (firm must have undertaken work(s) of similar nature during last 5 years) ending on July 31, 2021.

- Minimum yearly turnover of at least ₹9.70 Lakh during last 3 financial years supported by audited financial statements.

- Should furnish solvency certificate issued by the Applicant's banker specifically for the purpose of the work, for an amount of ₹9.70 Lakh.

- Completed works of Supply, installation, testing and commissioning of suppression system individually costing should be either of following:

(a) Three works each costing not less than the amount equal to ₹3,88,000/- (40% of the estimated cost) or

(b) Two works each costing not less than the amount equal to ₹4,85,000/- (50% of the estimated cost) or

(c) One work costing not less than the amount equal to ₹7,76,000/- (80% of the estimated cost during the last five years (works completed on or before July 31, 2021).

- Tenderers should upload all copies of detailed work order on MSTC website indicating scope and value of works and completion certificate for the qualifying works.

- Tenderers should also provide a list of completed works with all the details as per the proforma at [Annexure III](#).

- A service setup in Chandigarh/Mohali/Panchkula for rendering after sales service.

**The proof of service setup such as local electricity bill / telephone bill / Rental Agreement must be uploaded in the e-tendering portal.**

3. The companies / firms participating in the bidding process are required to submit / upload the following documents along with Part-I in the e-tendering portal in order to satisfy the Bank about their eligibility for participating in the tendering process. The bidders who fail to submit / upload any of the following documents in the e-tendering portal will not be eligible for opening of Part-II (Price bid):

(a)	Composition of the firm	Full particulars (whether contractor is an individual, or a partnership firm, or a company etc.) of the composition of the firm of contractors in detail should be submitted along with name(s) and address(es) of the partners, copy of the Articles of Association / power of Attorney / any other relevant document.
(b)	Work experience & Completion of similar works of specified value during the specified period	Copies of the detailed work orders indicating date of award, value of awarded work, time given for completing the work, etc and the corresponding completion certificates indicating actual date of completion and actual value of executed similar works should be enclosed in proof of the work experience. The details along with documentary evidence of previous experience, if any, of carrying out works for the Reserve Bank of India at any centre should also be submitted.
(c)	Creditworthiness of the contractor & their Turn over during the specified Period	Income Tax Assessment orders along with the latest final accounts of the business of the contractor duly certified by a Chartered Accountant should be enclosed in proof of their creditworthiness and turnover for last three years.
(d)	Service Set-up	Certificate from the manufacturers / any other valid document in support of having a full – fledged service setup at the desired place should be enclosed.
(e)	Name(s) and address(es) of the Bankers and their present contact executives	Written information about the names and addresses of their bankers along with full details, like names, postal addresses, e- mail IDs, telephone (landline and mobile) nos., fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their Bankers by the Bank in case it is so needed) should be furnished.
(f)	Details of bank accounts, registration, Aadhar, GST, MSME,	Full particulars of their bank accounts, like account no., type, Date of opening, etc., should be given along with other documents as mentioned.
(g)	Name(s) and address(es) of the Clients and their present contact executives	Written information about the names and addresses of their clients along with full details, like names, postal addresses, e-mail IDs, telephone (landline and mobile) nos., fax nos., etc., of the contact executives (i.e. the persons who can be contacted at the office of their clients by the Bank in case it is so needed) should be furnished.
(h)	Details of completed works	The client-wise names of work(s), year(s) of execution of work(s), awarded and actual cost(s) of executed work(s), completion time stipulated in the contract(s) and actual time taken to complete the work(s), name(s) and full contact-details of the officers/ authorities / departments under whom the work(s) was/were executed should be furnished.

4. In the event of intending tenderers' failure to satisfy the Bank regarding the eligibility criteria; the Bank reserves the right to cancel the bids submitted by the company / firms / bidders. The decision of the Bank in this regard would be final and binding.

5. E-Tenders in prescribed form shall be duly filled and submitted in two parts in the e-tendering portal only. Part-I of tender will contain the Bank's standard technical and commercial conditions for the proposed work, tenderers' covering letter, documents to be submitted in order to satisfy eligibility criteria and the submission of EMD [₹19,400/- (Rupees Nineteen Thousand Four Hundred Only)].

6. Part II of tender will contain no conditions but only Bank's schedule of quantities, tender drawings, if any, and tenderers' price bid which is required to be quoted in the e-tendering portal only. Uploading of the price bid along with the other documents would result in rejection of the bids submitted by the bidder.

7. Part I of the tender will be opened on **September 27, 2021 at 11:45 AM** in the presence of the authorized representative of the tenderers who choose to be present. Part II of the tender will be opened on a subsequent date.

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

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

Signature of tenderer

Date:

Place:

**Form of Tender**

Place:

Date:

To  
The Regional Director  
Reserve Bank of India  
Estate Department,  
Chandigarh-160017.

Dear Sir,

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

**MEMORANDUM**

(a)	Description of works.	FIRESPOT ® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat/flame detecting polymer tube and UL Listed Clean Agent System certified by National Test House, Dept of Consumer Affairs, Govt. of India at Bank's office RBI Chandigarh
(b)	Estimated cost	₹9,70,000/- (Rupees Nine Lakh Seventy Thousand Only)
(c)	Mode of payment.	As per clause 3.9 under "General Instructions to Contractors and Special Conditions".
(d)	Earnest Money.	₹19,400/- (Rupees Nineteen Thousand Four Hundred Only) to be submitted by way of NEFT in the account, details of which have been given under para 3.6 (a) of Section III.
(e)	Time allowed for completion of work from tenth day of issue of formal work order.	<b>60 days</b>
(f)	Cost of Tender Documents.	NIL

2. We also agree that our tender will remain valid for acceptance by the Bank for 90 days from the date of opening of Part-I of the tender and this period of validity can be extended for such period as may be mutually agreed between the Bank and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender, as per enclosed Proforma.

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

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

Dated: this \_\_\_\_\_ day of \_\_\_\_\_ 2021

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

\_\_\_\_\_

(Signature with seal)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Place \_\_\_\_\_ Date \_\_\_\_\_

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

Witnesses

(1) Signature with  
name, address and date

(2) Signature with  
name, address and date



**Articles Of Agreement**

यह करार वर्ष \_\_\_\_\_ के माह \_\_\_\_\_ के \_\_\_\_\_ वें दिन एक पक्ष के तौर पर भारतीय रिज़र्व बैंक, चंडीगढ़- 160017 जिसका केन्द्रीय कार्यालय मुंबई में है (जिसे इसके बाद "नियोक्ता" कहा गया है) और दूसरे पक्ष \_\_\_\_\_ (जिन्हें इसके बाद "संविदाकर्ता" कहा गया है) के बीच निष्पादित किया गया।

ARTICLES OF AGREEMENT made on this \_\_\_\_\_ day of \_\_\_\_\_ between the Reserve Bank of India, Chandigarh- 160017 having its Central Office at Mumbai (hereinafter called "the Employer") of the one part and------(hereinafter called "the Contractor") on the other part.

जबकि नियोक्ता "बैंक परिसर, भारतीय रिज़र्व बैंक, चंडीगढ़ में राष्ट्रिय परीक्षण शाला, उपभोक्ता मामले विभाग, भारत सरकार द्वारा प्रमाणित पैनल की सुरक्षा के लिए स्वतः गर्मी / लौ का पता लगाने वाले पॉलिमर ट्यूब और यूएल लिस्टेड क्लीन एजेंट सिस्टम के साथ FIRESPOOT® सेल्फ एक्टिवेटिंग ऑटोमैटिक फायर सप्रेस सिस्टम की डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग" का कार्य कराने का इच्छुक है और जबकि उक्त विनिर्देश तथा मात्राओं की अनुसूची पर उनके द्वारा अथवा पक्षकारों की ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of DSITC of FIRESPOOT® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat / flame detecting polymer tube and UL Listed Clean Agent System certified by National Test House, Dept of Consumer Affairs, Govt. of India at Bank's office RBI Chandigarh and has caused specifications and Schedule of Quantities describing the works to be done which have been signed by or on behalf of the parties here to.

और जबकि संविदाकर्ता इसमें निर्धारित की गई रेखाचित्रों, शर्तों और संविदा की विशेष शर्तों और मात्रा अनुसूची में उल्लिखित की गई शर्तों तथा यथा संशोधित एवं अंतिम रूप से दोनों पक्षकारों द्वारा सहमत संविदा की शर्तों (जिन्हें समग्रतः इसके बाद "कथित शर्तें" कहा गया है) में निहित शर्तों के अधीन बैंक की उक्त अपेक्षा और /अथवा कथित विनिर्देश में उल्लिखित कार्य और मात्रा-अनुसूची में शामिल कार्य को निष्पादित करने हेतु सहमत है जिसे वह उक्त में तय की गई राशि के अनुसार अथवा उसके अधीन देय होने वाली राशि के अनुसार निर्धारित दर (जिसे इसके बाद 'कथित संविदा राशि' कहा गया है) पर करेगा।

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").

**अतः अब उनके बीच निम्नलिखित रूप से करार किया जाता है**

**NOW IT IS HEREBY AGREED AS FOLLOWS**

निर्धारित शर्तों में उल्लिखित समय और तरीके से संविदा राशि को ध्यान में रखते हुए, बोलीकर्ता निर्धारित शर्तों के अनुसार और उनके अधीन निविदा रेखाचित्रों, विनिर्देशों में और मात्रा अनुसूची में यथा उल्लिखित कार्य को निष्पादित और पूरा करेगा।

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

नियोक्ता बोलीकर्ता को निर्धारित शर्तों में विनिर्दिष्ट समय और तरीके से देय संविदा राशि अथवा ऐसी अन्य राशि का भुगतान करेगा।

The Employer shall pay the Contractor the said Contract Amount, or such other sum as shall become payable, at the times and in the manner specified in the said Conditions

उक्त शर्तों और इसके साथ संलग्न परिशिष्ट को इसके साथ पढा जाए और उन्हें इस करार का एक हिस्सा माना जाएगा तथा पक्षकारों को उक्त शर्तों का पालन करना होगा और उक्त शर्तों के अनुसार क्रमशः अपने-अपने हिस्से का करार निष्पादित करना होगा। यहां करार और इसमें उल्लिखित दस्तावेज इस करार के आधार होंगे।

The said Conditions shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said Conditions and perform the agreements on their part respectively in the said Conditions contained. The agreement and documents mentioned herein shall form the basis of the Contract.

यह संविदा न तो कोई नियत एकमुस्त संविदा है, न ही खंडित कार्य संविदा है, बल्कि "बैंक परिसर, भारतीय रिज़र्व बैंक, चंडीगढ़ में राष्ट्रिय परीक्षण शाला, उपभोक्ता मामले विभाग, भारत सरकार द्वारा प्रमाणित पैनल की सुरक्षा के लिए स्वतः गर्मी / लौ का पता लगाने वाले पॉलिमर ट्यूब और यूएल लिस्टेड क्लीन एजेंट सिस्टम के साथ FIRESPOOT® सेल्फ एक्टिवेटिंग ऑटोमैटिक फायर सप्रेस सिस्टम की डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग" के संबंध में संपूर्ण कार्य करने हेतु संविदा है, जिसके लिए भुगतान दर अनुसूची में दी गई दरों पर वास्तविक तयशुदा मात्रा और संभावित मात्रा के अनुसार अथवा निर्धारित शर्तों में किए गए प्रावधान के अनुसार किया जाना है।

This Contract is neither a fixed Lump Sum Contract nor a Piece Work Contract but is a Contract to carry out the work in respect of the entire DSITC of FIRESPOOT ® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat/flame detecting polymer tube and UL Listed Clean Agent System certified by National Test House, Dept of Consumer Affairs, Govt. of India at Bank's office RBI Chandigarh to be paid for according to actual measured quantities at the rates contained in the Schedule of Rates and Probable Quantities or as provided in the said Conditions.

नियोक्ता को यह अधिकार होगा कि वह इस संविदा पर प्रतिकूल प्रभाव डाले बिना किसी भी कार्य को जोड़कर अथवा हटाकर अथवा उक्त कार्य के किसी भाग को किसी और से कराकर कार्य के स्वरूप में बदलाव कर सकता है।

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

समय को इस संविदा का सबसे महत्वपूर्ण कारक माना जाएगा और संविदाकर्ता इसके द्वारा साइट प्राप्त होने के तुरंत बाद या जैसा कि उक्त शर्तों में प्रावधान है, जो भी बाद में हो, कार्य प्रारंभ कर देने और पूरा विनिर्दिष्ट कार्य **60 दिनों** के भीतर पूर्ण कर देने पर सहमत है, तथापि यह समय विस्तार के प्रावधान के अधीन होगा।

Time shall be considered as the essence of this Contract and the contractor hereby agrees to commence the work from tenth day after the date of issue of formal work order as provided for in the said Conditions whichever is later and to complete the entire work within **60 days** subject nevertheless to the extension of time granted by the Bank.

इस संविदा के अंतर्गत नियोक्ता द्वारा किए जाने वाले सभी भुगतान केवल चंडीगढ़ में किए जाएंगे।

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

इस करार से उत्पन्न अथवा इससे किसी भी रूप में जुड़े सभी विवादों के बारे में यह माना जाएगा कि वे चंडीगढ़ में उत्पन्न हुए हैं और उन पर केवल चंडीगढ़ स्थित न्यायालयों को उन पर निर्णय देने का अधिकार होगा।

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

determine the same.

### **कार्यस्थल पर महिलाओं का यौन उत्पीड़न:**

#### **Sexual Harassment Clause:**

क) कार्यस्थल पर महिलाओं के यौन उत्पीड़न (रोकथाम, निषेध और निवारण) अधिनियम, 2013 के प्रावधानों के पूर्ण अनुपालन का उत्तरदायित्व पूरी तरह से संविदाकर्ता का होगा। बैंक के परिसर के भीतर अपने किसी कर्मचारी के विरुद्ध यौन उत्पीड़न की किसी शिकायत की स्थिति में संविदाकर्ता/ एजेंसी द्वारा गठित आंतरिक शिकायत समिति के समक्ष शिकायत दर्ज की जाएगी।

The Contractor/Agency 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 employees 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 of the compliant.

ख) संविदाकर्ता के किसी पीड़ित कर्मचारी से बैंक के किसी कर्मचारी के विरुद्ध प्राप्त यौन उत्पीड़न संबंधी शिकायत का संज्ञान बैंक द्वारा गठित क्षेत्रीय शिकायत समिति द्वारा लिया जाएगा।

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.

ग) संविदाकर्ता के कर्मचारियों की संलिप्तता की स्थिति में भुगतान किए जाने के लिए आवश्यक क्षतिपूर्ति के लिए संविदाकर्ता उत्तरदायी होगा, उदाहरण के लिए यदि संविदाकर्ता के किसी कर्मचारी द्वारा की गई यौन हिंसा प्रमाणित हो जाती है तो बैंक कर्मचारी को दी जाने वाली मौद्रिक राहत का भुगतान संविदाकर्ता द्वारा किया जाएगा।

The Contractor shall be responsible for any monetary compensation that may need to be paid in case the incident involves the employee of the Contractor, for instance any monetary relief to Bank's employee, if sexual violence by the employee of the Contractor is proved.

घ) कार्यस्थल पर यौन उत्पीड़न तथा संबंधित मामलों के संबंध में अपने कर्मचारियों को शिक्षित करने की जिम्मेदारी संविदाकर्ता की होगी।

The contractor shall be responsible for educating its employees about Prevention of Sexual Harassment at work place and related issues.

ड) संविदाकर्ता अपने उन कर्मचारियों की पूर्ण और अद्यतन सूची बैंक को उपलब्ध कराएगा जिन्हें बैंक परिसर में काम पर लगाया गया है।

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

संविदाकर्ता और उसका कर्मचारी प्रत्यक्ष अथवा परोक्ष रूप से ऐसी कोई भी सूचना, सामग्री और बैंक की आधारभूत संरचना/ सिस्टम / उपकरण आदि का विवरण जो इस करार से जुड़े अपने दायित्वों का निर्वहन करते समय उसके कब्जे या संज्ञान में आई हों, किसी अन्य पक्ष के साथ साझा नहीं करेगा और हर समय उसे अत्यंत गोपनीय रखेगा। संविदाकर्ता करार के विवरण उस सीमा तक निजी और गोपनीय रखेगा जब तक कि इसके तहत दायित्वों का निर्वहन करने अथवा प्रयोज्य कानूनों के पालन हेतु अन्यथा अपेक्षित न हो। संविदाकर्ता नियोक्ता की लिखित पूर्वानुमति के बिना कार्य के किसी भी विवरण को किसी व्यावसायिक या तकनीकी पत्र अथवा अन्यत्र न तो प्रकाशित करेगा, न ही प्रकाशन की अनुमति देगा अथवा उसका खुलासा ही करेगा। किसी गोपनीय सूचना के प्रकटन के कारण नियोक्ता को होने वाले नुकसान हेतु संविदाकर्ता द्वारा नियोक्ता को क्षतिपूर्ति किया जाएगा। उपर्युक्त का पालन करने में विफलता को संविदाकर्ता के स्तर से संविदा का उल्लंघन माना जाएगा और नियोक्ता को हक होगा कि वह हुए नुकसान का दावा करे और कानूनी कार्रवाई शुरू कर दे।

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

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

संविदाकर्ता अपने कर्मचारियों के मामले में वे सभी उचित कदम उठाएगा जिससे कि इस करार के अधीन सभी गोपनीय सूचनाओं के गैर-प्रकटीकरण की शर्त का पूर्ण अनुपालन हो।

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.

अप्रकटीकरण और गोपनीयता संबंधी संविदाकर्ता की बाध्यता इस करार की समाप्ति/निरस्तीकरण, चाहे जिस वजह से हो, के उपरांत भी रहेगी।

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

इस संविदा के अनेक हिस्से संविदाकर्ता द्वारा पढ़ लिए गए हैं और संविदाकर्ता द्वारा पूरी तरह से समझ लिए गए हैं।

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

**नोट:** दोनों भाषाओं (हिन्दी / अंग्रेजी) में किए गए समझौते की व्याख्या में किसी भी तरह का विरोध होने की स्थिति में, अंग्रेजी में समझौते की व्याख्या मान्य होगी।

**Note:** In case of any conflict in interpreting the agreement made in both the languages (Hindi / English), the interpretation of agreement in English will prevail.

मैं / हमने उपर्युक्त सभी शर्तों को समझ लिया है और वे मुझे / हमें स्वीकार्य हैं।

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

<p>गवाहों की उपस्थिति में बैंक और संविदाकर्ता ने ऊपर लिखित तारीख और वर्ष को इन कागजात पर और इसकी दो प्रतिलिपियों पर अपने-अपने हस्ताक्षर किए हैं।</p> <p>IN WITNESS WHEREOF the Employer and the Contractor have set their respective hands to these presents the day and year first hereinabove written.</p>	<p>यदि संविदाकर्ता कोई साझेदारी फर्म अथवा कोई व्यक्ति हो</p> <p>If the contractor is a partnership or an individual.</p>
<p>गवाहों की उपस्थिति में बैंक ने अपने विधिवत प्राधिकृत अधिकारी के माध्यम से इन कागजात पर अपने हस्ताक्षर किए हैं और संविदाकर्ता ने ऊपर लिखित तारीख और वर्ष को अपनी ओर से इस पर और इसकी दो प्रतिलिपियों पर अपनी मुहर लगवा दी है।</p> <p>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 has caused these presents to be executed</p>	<p>यदि संविदाकर्ता कोई कंपनी हो</p> <p>If the contractor is a company.</p>

on its behalf, the day and year first hereinabove written.

हस्ताक्षर खंड Signature Clause

SIGNED AND DELIVERED by the Reserve bank of India  
by the hand of

Shri

(Name and designation)

In the presence of

(1)

Address

(2)

Address

गवाह Witness

SIGNED AND DELIVERED by

In the presence of

(1)

Address

(2)

Address

Witness

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

(1)

(2)

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

(1)

(2)

यदि पक्षकार कोई साझेदारी फर्म अथवा कोई व्यक्ति हो, तो सभी साझेदारों अथवा सभी साझेदारों की ओर हस्ताक्षर करने चाहिए।

If the party is partnership firm or an individual should be signed by all or on behalf of all the partners.

यदि बोलीकर्ता मुहर लगाकर हस्ताक्षर करता है तो उपस्थितों का हस्ताक्षर खंड संस्था के अंतर्नियम में दिए मुहर लगाने के खंड से मेल खाना चाहिए।

If the Contractor signs under its common seal, the signature clause should tally with the sealing clause in the Articles of

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

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

Association.

यदि संविदा पर हस्ताक्षर मुख्तारनामा-धारक के द्वारा किया जाता है, चाहे कोई कंपनी हो या कोई व्यक्ति।

If the Contractor is signing by hand of power of Attorney, whether a company or individual.

**INSTRUCTIONS TO CONTRACTORS & SPECIAL CONDITIONS**

3.1 E-tenders in two parts (in duplicate) are invited for DSITC of FIRESHOT® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat / flame detecting polymer tube and UL Listed Clean Agent System certified by National Test House, Dept of Consumer Affairs, Govt. of India at Bank's office RBI Chandigarh with estimated to cost ₹9,70,000/- (Rupees Nine Lakh Seventy Thousand Only) and is to be completed within **60 days** from the 14<sup>th</sup> day of issue of work order.

**3.2 Eligibility Criteria: Only those contractors who fulfill the following criteria will be considered eligible to participate:**

(i) Minimum 5 years of experience in the field of undertaking similar works viz DSITC of Automatic Fire suppression system for large office buildings / commercial Estate / industrial houses (during last 5 years ending July 31, 2021).

(ii) Have executed successfully similar works individually costing as under during last 5 years ending July 31, 2021:

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

OR

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

OR

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

(iii) Have a minimum yearly turnover 100 % of the estimated cost during the last 3 financial years (ending March 31, 2021).

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

(v) The applicant should furnish solvency certificate issued by the applicant's Bankers (as per the prescribed format), specifically for the purpose of the above work for an amount equal to the estimated cost ₹9,70,000/- (Rupees Nine Lakh Seventy Thousand Only).

**(vi) The applicant should also submit at least 2 number of Client's certificate in Bank's format as outlined in the Annexure and upload all their required documents.**

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

3.3 The tenders for the above work in two parts i.e. Part-I containing technical specifications of equipment, and the terms and conditions (Rates and amounts of items shall not appear anywhere in this part) and Part-II containing only rates of items stated in figures and words and amount in figures shall be uploaded on MSTC website. Tenderers are advised to use only the forms supplied by the Bank and not to use any other forms on their own letterhead or otherwise for furnishing any information/rates/amount etc. All the information called for shall be complete in all respects. Information furnished on sheets other than those supplied may not be considered. However, the firms can upload only the relevant catalogues / leaflets / brochures of the manufacturers of the equipment offered. No enclosure is permitted in Part II of the tender. Incomplete tenders or tenders not complying with the requirement as specified are liable for rejection.

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

(a) Part-II of the Tender, containing only rates of items and amount stated in figures and words will be opened on a subsequent date to be intimated to all the shortlisted Tenderers.

(b) Tenders shall remain open to acceptance by the Bank for a period of **90 days** from the date of opening Part-I of the Tender which period may be extended by mutual agreement and the Tenderer shall not cancel or withdraw the Tender during this period.

(c) The Tenderers must use only the forms issued by the Bank to fill in the rates.

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

### 3.5 Pre-Bid Meeting:-

A pre-tender briefing meeting with the interested bidders will be held at on **September 13, 2021 at 03:00 PM** in Estate Department 3<sup>rd</sup> Floor, Main Office Building, RBI Chandigarh to clarify any point / doubt raised by them in respect of the tender. No separate communication will be sent for this meeting. The meeting can be attended by authorised personnel, subjected to production of documents for the same by the firm. No request for change in date of pre-bid meeting will be entertained

(a) Inclusion / submission of any deviations in the tender conditions in Part-I of the tender after pre-bid meeting is liable for rejection.

### 3.6 EMD

(a) All the bidders shall pay ₹19,400/- (Rupees Nineteen Thousand Four Hundred Only) as earnest money by way of NEFT Only as per details:

#### **Details for NEFT**

Beneficiary Name: **RESERVE BANK OF INDIA**

Beneficiary Ac No: **186003001**

IFSC- **RBIS0CGPA01 (5th and 10th being zero)**

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

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

(d) The tenderers shall furnish full details of all such similar works carried out by them during the last five years, as per the Performa included in this tender. The Bank may inspect one or all the works and satisfy itself about the performance of the installed



equipment including the quality and reliability of the service rendered before opening Part II of the tenders. Thereafter, the Bank at its discretion will consider or reject any or all the tenders without assigning any reason thereof. The Contractor shall carry out all the work strictly in accordance with drawings, details and instructions of the Bank's Engineer.

(e) The rates quoted shall be firm and shall not be subject to variations in exchange rate, rate of taxes, duties, levies or variation in labour rates. The rates shall be quoted for complete work, i.e. Design, supply, installation, testing and commissioning of the equipment and shall include charges for all taxes, duties, levies, consumables, labour, transport, insurance for transit, storage as also workmen compensation & third party liability policies, erection etc. except service tax at the specified site till the work is finally handed over to the Bank. No concessional form for any taxes, duties and levies will be issued by the Bank. Similarly, no import license will be issued by the Bank. Equipment, if required to be imported shall be arranged to be imported against the contractor's own import license. All payments will be made at Chandigarh and will be in Indian rupees only.

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

(g) As regards make of equipment acceptable to the Bank the tenderers are advised to refer to Technical Specification Approvals" and to the list of approved brands out of approved list. The tenderers are advised to quote the approved list, conforming to the specification and which is most economical. In case of same specification is not available, vendor may quote the higher specification. The tenderers are advised not to quote with alternative equipment's. The tender shall be accompanied by leaflets/literatures giving complete technical & constructional details along with list of make of components of the equipment offered.

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

### 3.7 Annual Comprehensive Maintenance Service Contract and Evaluation of Tenders:

(a) Tenders will be evaluated on the basis of capital cost of the system and taking into account the effect of rates quoted for comprehensive service contract for a **period of nine years** after the expiry of one year of defect liability period (DLP) / guarantee period.

(b) Tenders will therefore be evaluated based on the net present value (NPV) of the net owning cost of the system comprising the following –

(i) Cost of the system (A),

(ii) NPV of the Comprehensive Annual Maintenance Service Contract charges for the period of 9 years after one (01) year defect liability period (B), which will be calculated assuming 5% increase in contract amount every year after first year of AMC, Half yearly payment and with a discount rate of 8%.

**Net present value of the work = A + B x M.F (M.F will be 7.05)**

The work will be awarded to the lowest value of the above, which will be treated as **"Successful bidder."**

(c) The equipment supplied shall be guaranteed against all types of defects for at least a period of one year (DLP) from the date of handing over of the equipment to the Bank. Any defects in the system/sub-assemblies found within the guarantee period shall be rectified/replaced by the tenderer free of cost. The rate should include for servicing as per requirement as prescribed by the manufacturer and as mutually agreed to, shall be carried out free-of-cost. Tenderer shall also indicate the service facility they can offer at the place of installation and the telephone number & address of their service centre.

(d) The tenderers shall also quote their charges separately for Annual comprehensive maintenance service contract after the expiry of the guarantee period of one year. During the comprehensive annual maintenance service contract period, the servicing at monthly interval or earlier as prescribed by the manufacturer and as mutually agreed shall be carried out in addition to any number of breakdown calls. These rates shall be applicable from the date of expiry of one year guarantee period. Comprehensive annual maintenance service charges shall be paid on half yearly basis on rendering satisfactory service and on the submission of reports. The service contract rate shall also take into account all the cost, including travel cost and replacement of all spare parts necessary for healthy operation of the machine, from the nearest service station.

(e) This being an emergency system, any fault in the system shall be rectified as per the rectification time given below failing which penalty shall be applied.

		<b>Rectification time</b> (From the point of time, the defect was reported to contractor)	<b>Penalty</b> (If defect not rectified within the rectification time)
(a)	Any defects resulting in total failure of the system	24 hours	₹2,000/- per day
(b)	Any defects in independent devices, components, cables which may not result in total failure of the system	72 hours	₹500/- per day

(f) The tenderers shall indicate details such as the service center from which the proposed systems at Chandigarh will be serviced, the staff strength at that center and the availability of spares for the system at that center. This service contract shall be renewed for an additional period of at least 9 years after the initial contract period valid for one-year defect liability period. While renewing the contract the **new contract amount** will be arrived at based on following formula.

$$A_C = A_P \{15 + 60 \times (EPI_C/EPI_P) + 25 \times (CPI_C/CPI_P)\} \times 1/100$$

$A_C$  = The contract amount for the current year

$A_P$  = The contract amount for the previous year

$EPI_C$  = Wholesale Price Index for Other electrical equipment 6 months prior to the commencement date of contract for the current year

$EPI_P$  = Wholesale Price Index for Other electrical equipment 6 months prior to the commencement date of contract for the previous year

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

CPI<sub>p</sub>= Consumer Price Index for Industrial Workers (All India Average) 6 months prior to the commencement date of contract for the previous year

(g) The tenderer should impart training to the Bank's staff for a period not less than one week on the system before handing over of the system without any charge to the Bank.

### 3.8 Insurance:-

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

(i) Transit insurance for transportation from manufacturer's place to site (by Air/Sea/Road etc. as applicable) i.e. at RBI, Chandigarh.

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

(iii) Workmen compensation policy for the employees of the contractor at site and Third party liability policy for a total of ₹10.00 Lakh per annum and with a limit of ₹2.00 Lakh per occurrence.

(b) Tenderers are advised to visit the site of installations and acquaint themselves of the site conditions before tendering. Tenderers should be specific and offer comments only if their system differs from the Bank's detailed specifications/ features in any manner. A write up of working of the system as a whole and the individual components shall also be enclosed. The successful tenderer, on completion of the work, shall furnish three sets of schematic and layout drawings and maintenance manuals.

(c) Time allowed for carrying out the work as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the **14<sup>th</sup> day** after written order to commence the work is issued. The work shall throughout the stipulated period of the Contract be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay compensation as defined in clause 3.10 (a) of the Conditions of Contract. The tenderer shall prepare a detailed work program which shall be approved by the Bank's Engineer before commencing work.

(d) The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing of the work, whatever the cause of delays may be, including delays arising out of modifications to the work entrusted to him or in any sub-contract connected therewith or delays in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.

(i) The successful tenderer is bound to carry out any items of work necessary for the completion of the job even though such items are not included in the quantities and rates.

(ii) The successful tenderer must co-operate with the other contractors appointed by the Employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.

(iii) The Contractor must bear in mind that all the work shall be carried out strictly in accordance with Specifications mentioned in the NIT and also in compliance of the requirements of the local public authorities and to the requirements of the Indian Electricity Rules and no deviation on any account will be permitted.

(e) Before dispatching the equipment to site, the equipment may, at the discretion of the Bank be inspected by the Bank's Engineer at the manufacturer's site and then cleared for shipment. The **contractor shall at his own expense, offer to the Inspector all reasonable facilities as may be necessary for satisfying himself, that the equipment/execution of work is being and/or have been manufactured / executed in accordance with specifications laid down in the particular specifications attached to this tender document.** The Bank's Engineer shall have full and free access at any time during the execution of the contract to the Contractor's works or site in case of execution of work for the purpose aforesaid, and he may require the contractor to make arrangements for inspection or work or any part thereof or any material at his premises or at any other place specified by the Bank's Engineer and if the contractor has been permitted to employ the service of a sub-contractor, reserve to the Bank's Engineer a similar right.

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

(f) Cost of Inspection: - The contractor shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which the Bank's Engineer may demand of him for any test/inspection and examination which he shall require to be so made on the contractor's premises and shall bear and pay all costs attendant thereon. However, cost of traveling, boarding and lodging, of Bank's Engineer (s) to the site of inspection shall be borne by the Bank.

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

(h) Inspector Authority to certify performance: - The Bank's Engineer shall have the power:

- i) Before any equipment or part thereof are submitted for inspection to certify that they or any portion thereof are not in accordance with the contract owing to adoption of any unsatisfactory method of manufacture;
- ii) To reject any equipment or parts submitted as not being in accordance with the specification;
- iii) To reject the whole of the equipment tendered for inspection, if after inspection of such portion thereof as he may in his discretion think fit, he is satisfied that the same is unsatisfactory; and
- iv) To mark the rejected equipment or parts with a rejection mark so that it may easily be identified if re-submitted.

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

- i) Allow the contractor to re-submit the equipment or parts in replacement of those rejected, within a time to be specified, the contractor bearing the cost of freight if any, on such replacement without being entitled to any extra payments on that account; or
- ii) Purchase/execute or authorize the purchase/execution of quantity/work of the equipment or parts rejected or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank which shall be final, readily available) to the contractor at his risk and cost and without affecting the contractor's liability as regards supply under the contract; or

iii) Cancel the contract and purchase/execute or authorize the purchase/execution of the equipment or others of a similar description (when equipment or parts exactly complying with specifications are not in the opinion of the Bank, which shall be final, readily available) at the risk and cost of the contractor.

(j) Bank's Engineer decision as to rejection: - The Bank's Engineer's decision as regards the rejection shall be final and binding on the contractor subject to contractor's appeal.

**3.9 The following terms of payment shall be applicable to this contract:**

(a) The following terms of payment, subject to statutory deductions and retention money, will apply to the contract:

- 95% of the quoted rate against delivery of materials at site, erection, testing, commissioning and handing over of the system and on submission of the following documents.

(i) Manufacturer's inspection and test certificate of materials as mentioned in the technical specifications.

(ii) Insurance policies as per tender terms.

- 5% of the quoted rate will be kept as retention money and will be returned after the completion of Defect Liability Period.

(b) **Bank Guarantee:** The tenderer shall submit a separate **Bank guarantee of 10%** of the contract value as Security Deposit ([Annexure - I](#)) for due fulfilment of terms and obligation of defect liability period from the date of commissioning and handing over the works as specified in the tender. The amount of Bank Guarantee will be valid for one year and after one year, the BG will be **reduced by 10% of its initial value** every year for next 9 years.

3.10 (a) Time is the essence of the contract. The entire work shall be completed within **60 days** from the 14th day of letter of acceptance failing which liquidated damages @ **0.25% of the contract value per week** of delay beyond the stipulated period with an upper ceiling of 10% of the contract amount, will be levied.

(b) The successful tenderer shall execute an agreement with the Bank on stamped paper within fourteen days of receipt of letter of acceptance. However, the issue of letter of acceptance by the Bank shall be construed as a binding contract, as though such an agreement has been executed and all the terms and conditions shall apply on this contract.

(c) The payment for the system will be made by Chandigarh Office to which the system is supplied and installed. Any dispute arising out of this contract will also be sorted out within the jurisdiction of Chandigarh.

(d) The tenderer shall furnish the name and address of the Bankers with whom they normally Bank. They shall also furnish the name and addresses of their recent clients for whom they have carried out similar works/supplies in the recent past, along with full details like the cost and capacity of the system/machine supplied, the date of the supply etc.

(e) The Bank reserves the right to accept or reject any or all the tenders either in full or in part without assigning any reasons thereof.

(f) The Contractor shall strictly comply with the provision of safety code annexed hereto.

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

**Date:**

**Signature of the contractor with company seal**

**Place:**

## **SAFETY CODE**

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

## **FIRE SAFETY CODE**

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

## SECTION (IV)

### Conditions of contract - Commercial

THE CONDITIONS HEREINBEFORE REFERRED TO

#### 4.1 Interpretation Clause

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

(a) "Employer" shall mean the Reserve Bank of India and shall include its assigns and successors.

(b) "Contractor" (i) in the case of partnership shall mean \_\_\_\_\_ and \_\_\_\_\_ trading as partners in the names and style of \_\_\_\_\_ and having a place of business at \_\_\_\_\_ and shall include the partners for the time being of the said firm and legal representative of the deceased partner (ii) in the case of individual shall mean Shri \_\_\_\_\_ trading in the name and style of \_\_\_\_\_ and shall include his heirs, successors and legal representatives (iii) in the case of company shall mean \_\_\_\_\_ a company incorporated under \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and shall include its successors and assigns.

(c) "Site" shall mean the site of the Contract works including any building and erections thereon and any other land (inclusively) as aforesaid allotted by the Employer for the Contractor's use.

(d) "This Contract" shall mean the Articles of Agreement, the Special Conditions, the Conditions, the Appendix, the Schedule of Quantities, Specifications, and Drawings, etc, attached hereto and duly signed.

(e) "Architect" shall mean Chief General Manager, Premises Department, Central office, Reserve Bank of India, Mumbai or his authorized representative/s.

(f) Bank's Engineer: The term "Bank's Engineer" shall mean the person appointed and paid by the Employer to inspect the works. The Contractor shall afford the Bank's Engineer every facility and assistance for inspecting the works and materials, and for checking and measuring time and materials. Neither the Bank's Engineer nor any representative of the Bank shall have power to set out works or to revoke, alter, enlarge or relax any requirements of the Contract, or to sanction any day work, additions, alterations, deviations, or omissions, or any extra work whatever, except insofar as such authority may be specially conferred by a written order of the Bank's Engineer with the prior concurrence in writing of the Employer.

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

(g) "Notice in Writing" or Written Notice shall mean a notice written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office and shall be deemed to have been received when in the ordinary course of post it would have



been delivered.

(h) "Net Prices" if in arriving at the Contract amount the Contractor shall have added to or deducted from the total of the items in the tender any sum either as percentage or otherwise, than the net prices of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage of proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "Net rates" or "Net Prices" when used with reference to the Contract or accounts shall be held to mean rates or prices so arrived at.

"The Works" shall mean DSITC of FIRESPOOT ® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat/flame detecting polymer tube and UL Listed Clean Agent System certified by National Test House, Dept of Consumer Affairs, Govt. of India at Bank's office RBI Chandigarh

(i) Words imparting persons include firms and corporations. Words imparting the singular only also include the plural and vice versa, where the context requires.

#### 4.2 Scope of Contract:

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

- i. The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- ii. Any discrepancy in the drawings or between the Schedule of Quantities and/or Drawings and / or Specifications.
- iii. The removal from the site of any materials brought thereon by the Contractor and the substitution of any other material therefor.
- iv. The removal and/or re-execution of any works executed by the Contractors.
- v. The dismissal from the works of any persons employed thereupon.
- vi. The opening up for inspection of any work covered up.
- vii. The amending and making good of any defects under clause 4.19 hereof.

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

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

4.3.1 Notwithstanding anything herein contained, the Bank's Engineer or his representative shall not, without the prior concurrence in writing of the employer issue any instructions, verbal or in writing, which will result in the Employer having to pay the Contractor an additional sum and all instructions issued to the Contractor should forthwith be brought to the notice of the Employer. The Contractor shall submit a

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

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

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

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

4.5.1 The Contractor shall provide at his cost everything necessary for the proper execution of the works according to the intent and meaning of the Drawings, Schedule of Quantities and Specifications taken together whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred therefrom, and if the Contractor finds any discrepancy in the Drawings or between the Drawings, Schedule of Quantities and Specifications he shall immediately and in writing refer the same to the Bank's Engineer who shall decide which is to be followed.

#### 4.6 Authorities, Notices and Patents:

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

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

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

#### 4.7 Setting out of Works

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

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

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

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

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

#### 4.10 Dismissal of Workmen

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

#### 4.11 Access to Work

4.11.1 The Employer and their representatives shall at all reasonable times have free access to the work and/or to the workshops, factories or other places where the material is lying or from which they are being obtained and the Contractor shall give every facility to the Employer and their representatives necessary for the inspection and examination and test of the materials and workmanship. Any person not authorized by the Employer except the representatives of public authorities shall be allowed on the works at any time.

#### 4.12 Assignment and Sub-letting

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

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

#### 4.13 Schedule of Quantities

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

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

#### 4.14 Sufficiency of Schedule of Quantities

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

#### 4.15 Measurement of Works

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

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

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

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

#### 4.16 Prices for extras etc.

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

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

(a) The net rates or prices in the original tender shall determine the valuation of the extra work where such extra work is of similar character and executed under similar conditions as the work priced therein.

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

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

(d) Where the extra works are not of similar character and/or executed under similar conditions as aforesaid or where the omissions vary the conditions under which any remaining items of works are carried out or if the amount of any omission or additions relative to the amount of the whole of the Contract Works or to any part thereof shall be such that in the opinion of the Bank's Engineer the net rate or price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or it by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances he shall think reasonable and proper, with the prior approval in writing of the Employer.

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

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

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

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

#### 4.18 Removal of Improper Works

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

#### 4.19 Defects after Virtual Completion

4.19.1 Any defect, shrinkage, settlement or other faults which may appear within the "Guarantee period" stated in the Appendix hereto or, if none stated, then within twelve months from the date of handing over of the plant after successful completion of acceptance testing, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the Contract, shall upon the directions in writing of

the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at his own cost and in case of default the Employer may employ and pay other persons to amend and make good such defects, shrinkage, settlements or other faults, and all damages, loss and expenses consequent thereon or incidental thereto shall be made good and borne by the Contractor and such damages, loss and expenses shall be recoverable from him by the Employer or may be deducted by the Employer from any money due or that may become due to the Contractor, or the Employer may in lieu of such amending and making good by the Contractor, deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer, equivalent to the cost of amending such work and in the event of the amount retained under Clause 4.30 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Employer may have incurred in connection therewith. Should any defective work have been done or material supplied by any sub-Contractor employed on the works, who has been nominated or approved by the Bank's Engineer as provided in Clauses 4.11 and 4.12 hereof the Contractor shall be liable to make good in the same manners as if such work or material had been done or supplied by this Contractor and been subject to the provisions of the Clause 4.2 hereof. The Contractor shall remain liable under the provisions of this clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

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

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

#### 4.21 Nominated Sub-Contractors

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

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

(a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in respect of this Contract.

(b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plant, the property of the Contractor or under any Workmen's Compensation Act in force.

(c) Payment shall be made to the nominated Sub-Contractor within fourteen days of his receipt of the Bank's Engineer's certificate provided that before any Certificate is issued the Contractor shall upon request furnish to the Bank's Engineer proof that all nominated Sub-Contractor's accounts included in previous Certificates have been duly discharged; in default whereof the Employer may pay the same upon a certificate of the Bank's Engineer and deduct the amount thereof from any sums due to the Contractor. The exercise of this power shall not create privacy of Contract as between Employer and Sub-Contractor.

#### 4.22 Other Persons Employed by Employer

4.22.1 The Employer reserves the right to use the premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have

carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or materials for the execution of such work except by special arrangements with the employer. Such work shall be carried out in such manner as not to impede the progress of the works included in the Contract and the Contractor shall not be responsible for any damage or delay which may happen to, or occasioned by, such work.

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

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

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

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

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

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

1. Transit, storage, erection, testing and commissioning policy (C.A.R. Policy) for the total

amount of contract including fire.

2. Workmen compensation policy.

3. Third party liability policy with the limits as under.

(a) ₹10,00,000/- for a year and

(b) ₹2, 00,000/- per occurrence.

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

#### 4.24 Date of Commencement & Completion

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

#### 4.25 Damage for Non-completion

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

#### 4.26 Delay & Extension of Time

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

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

4.27.1 If the Contractor after receipt of written notice from the employer requiring compliance within ten days fails to comply with such further drawings and/or Bank's Engineer's instructions, the Employer may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in



connection therewith shall be recoverable from the Contractor by the Employer on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any moneys due to the Contractor.

#### 4.28 Termination of Contract by the Employer

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

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

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

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

i) has abandoned the Contract, or

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

iii) has failed to proceed with the works with such due diligence and failed to make such due progress as would enable the works to be completed within the time agreed upon, or

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

Then and in any of the said cases the Employer may, notwithstanding any previous waiver, after giving seven days' notice in writing to the Contractor, determine the Contract, but without thereby affecting the powers of the Bank's Engineer or the obligations and liabilities of the Contractor, the whole of which shall continue in force as fully as if the Contract had not been so determined, and as if the works subsequently executed had been executed by or on behalf of the Contractor. And further, the Employer by his agents or servants may enter upon and take possession of the works and all plant, tools, scaffoldings, shade, machinery, steam and other power utensils and materials lying upon the premises of the adjoining lands or roads, and use the same as his own property or may employ the same by means of his own servants and workmen in carrying on and completing the works or by employing any other Contractor or other person or persons to complete the works, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and plant, and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Employer may sell the same

by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to, or by the Employer, for the value of the said plant and materials so taken possession of by the Employer and the expenses or loss which the Employer shall have been put to in procuring the works to be completed, and the amount, if any, owing to the Contractor and the amount, which shall be so certified, shall thereupon be paid by the Employer to the Contractor or by the Contractor to the Employer, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

#### 4.29 Termination of Contract by Contractor:

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

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

#### 4.30 Certificate & Payments

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

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

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

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

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

#### 4.31 Delayed Payment

4.31.1 Any amounts payable by the Employer to the Contractor in pursuance of any Certificate given by the Bank's Engineer hereunder shall, if not paid within the "Period for

honoring Certificate" named in the Appendix, carry interest at the rate named in the Appendix, as the "Rate of Interest for Delayed Payment" from the date upon which such sum ought to have been paid by the Employer until the payment.

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

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

#### 4.33 Settlement of Dispute by Arbitration:

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

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

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

4.33.4 Upon every or any such reference, the cost of and incidental to the reference and award respectively shall be in the discretion of the Arbitrator or Arbitrators, as the case may be, who may determine, the amount thereof, or direct the same to be taxed as between attorney and client or as between party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to Arbitration within the meaning of the Indian Arbitration and Conciliation

Act, 1996 or any statutory modification thereof. The Award of the Arbitrator or Arbitrations, as the case may be shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration but shall proceed with the work with all due diligence and shall, until the decision of the Arbitrator or Arbitrators, as the case may be, given abide by the decision of the Bank's Engineer and no Award of the Arbitrator or Arbitrators, as the case may be, shall relieve the Contractor of his obligations to adhere strictly to the Bank's Engineer's instructions with regard to the actual carrying out of the works. The Employers and the Contractor hereby also agree that arbitration under this Clause shall be a condition precedent to any right to action under the Contract.

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

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

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

4.35.1 If, for any reason, the Employer is obliged, by virtue of the provisions of the 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 to the Contractor under this Contract or otherwise. The Employer shall not be bound to contest any claim made against it under the said Act, except on the written request of the Contractor and upon his giving to the Employer full security to the satisfaction of the Employer for all costs for which the Employer might become liable in consequence of contesting such claim.

#### 4.36 Abandonment of Works

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

#### 4.37 Return of Surplus Materials

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

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

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

4.39 Testing

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

4.40 Work at Site:-

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

**Date:**

**Signature of the contractor with company seal**

**Place:**

**Section- V**

**TECHNICAL SPECIFICATION FOR FIRESHOT PANEL SYSTEM**

**Technical Requirement of FIRESHOT Panel Protection System**

**Standard Specification**

## **1. Scope**

This section covers the design, layout, performance guarantee, Operation and Maintenance, quality requirement of local flooding type gas-based Panel fire protection system

The scope covers Design, supply, installation, testing and commissioning of automatic fire extinguishing clean gas based FIRESPOOT® Panel Protection System (FPS) complete suitable for UPS panel, Server panel, Electric panel, DG panel, Fire panel etc. and integrated with other optional accessories for buzzer and voice calls

The work described in this specification includes all engineering, labour, materials, equipment and services necessary, and are required, to complete and test the suppression system

The work shall cover briefly as under:

- Providing polyamide tube inside the panel.
- Mounting Clean agent cylinders for discharge inside the panel. Quantity of clean agent shall be estimated as per NFPA 2001 only.
- Audio Visual annunciation devices for after actuation of the system.
- Wiring between SMPS, hooters, pressure switch and GSM Dialler.
- Any other item required for successful commissioning of the system.
- Layout diagram and standard operating process (SOP) needs to be placed at prominent place.

## **2. Codes and Standards**

Clean agent quantity shall be estimated as per NFPA 2001, National Building Code 2016 (Part IV) – Fire and Life Safety, Municipal Corporation of Chandigarh (Fire & Rescue Services) and construction of cylinder shall conform to IS 15683: 2018 and CE requirement. Design of complete system shall conform to relevant IS and NFPA specification OR OEM guidelines for the system, material and workmanship

## **3. Design Requirement**

- System shall be designed strictly as per NFPA 2001 only
- Only UL approved gas shall be used as extinguishing agent. No other proprietary agent shall be used in the system
- Gas shall be suitable for panel protection and should be non-toxic in nature. The fire extinguishing agent address in this specification shall be electrically non-conducting and leave no residue upon evaporation.
- The design, installation, service and maintenance of clean agent systems shall be performed by those skilled in clean agent fire extinguishing system technology
- Design concentration is as per NFPA 2001 for selected agent for room protection
- Suitable no Notification devices shall be provided in the control room
- The bidder will be responsible for total integration of designing the product, manufacture/supply, assembly, erection, testing and commissioning at site to the satisfaction of the Chandigarh Electricity Board.

- The bidder shall submit technical data sheet of the components used in the system.

#### **4. Quality Assurance**

- The name of the manufacturer shall appear on cylinder.
- All devices, components and equipment shall be new, standard products of the manufacturer's latest design and suitable to perform the function intended.
- The Date of Manufacture should be embossed or Tally of same should be imprinted on the clean agent cylinder

#### **5. Bidder Qualification Criteria**

- The manufacturer's brand shall have a minimum presence of 10 years in India with BIS certification
- The installing contractor / bidder shall have an experienced staff firm regularly engaged in the installation of various types of firefighting systems
- The OEM shall ensure the availability of spares for maintenance at least for 10 years
- The bidder must be OEM/Authorized partner of OEM, in case of Authorized partner OEM should issue a Letter of Authorization to participate in this particular Tender.

#### **6. Document submission**

- Drawings for approval with complete BOQ
- Technical data sheet of all major component

#### **7. System Description & Operation**

- The System consists of detection / discharge tubing, valve assembly and agent cylinder as system component. It is self- contained system, meaning is that it is equipped with its own automatic detection system, which when actuated, automatically discharges the contents on hazard area.
- This pre-engineered system minimizes the amount of engineering involved in the system design. Discharge tubing length is calculated based on size, volume of panel, no hydraulic calculations are required to determine pressure drop, agent flow or discharge time.
- The System provide automatic actuation. No electric or manual actuation is provided.
- OPERATION: When melting temperature of detection tubing reaches, it ruptures the detection tubing and forming nozzle at rupture point, allow agent to flow through, distributing pressurized clean agent into the hazard area.
- HFC 236fa extinguishes fire by absorbing heat from hazard location. This system is effective for class A, Class B and Class C type of fire.
- HFC 236fa is clean and leave no residue after discharge, thereby minimizing after cleaning up and expensive downtime. Components of the protected area (any material, metallic or non-metallic) are unaffected by exposure to HFC236fa. The agent is environmental friendly and having zero ODP.
- Polyamide tube acts as a detection device
- Distance between polyamide tube shall be maintained as per fire- prone area inside the



panel

- The system shall be simple, self-detecting and activating system, specifically designed for closed panel to detect automatically and extinguish fire.
- It should be suitable for application where the potential fire risk is located within an enclosed or confined space.
- The system shall be designed by expert design cell and installed by expert team after an assessment of location and risk. The most suitable option can be installed based on assessment and requirement of the location/hazard.
- The System shall work on mini suppression principle, apply an extinguishing agent to a three-dimensional enclosed space in order to achieve a concentration of the agent (volume percent of the agent in air) adequate to extinguish the fire. The system shall operate automatically by detection.
- System shall work on a local application principle, apply an extinguishing agent directly onto a fire (usually a two-dimensional area), or into the three-dimensional region immediately surrounding the substance or object on fire.

## 8. Material & Equipment Technical Details

i. **Clean Agent** – The extinguishing agent shall be UL approved Hexa- fluoro-propane, synonyms are HFC236fa, designed for fire extinguishing, suppression and prevention agent for use in portable extinguisher or total flooding systems. However, CO<sub>2</sub> gas shall not be used as it is not clean agent

ii. **Agent Container** – The seamless body & seamless pipe tank shall be constructed of Mild Steel sheet of 1.4mm thickness with, grade CR1 of IS 513. Container shall be in 2 kg, 4 kg or 6 kg capacity. The Container should have a working pressure of 8 bar, a test pressure of 35 bar, and a minimum burst pressure of 80 bar. The container includes pressure gauge, siphone Tube and valve assembly.

iii. **Polymer tube** – UL approved, having monolayer construction, red in color. Tube is made up of polyamide material, having 4 mm internal diameter and 6 mm outside diameter. Tube burst at 110°C.

iv. **Pressure Switch** – Pressure switch used in the system is optional component. Pressure switch is only required if system contains hooter and GSM dialler. Pressure is NO-NC type and provide potentially free contact which will be used for hooter activation or sending signal to GSM dialler for activation. It is directly connected to pressure port of the cylinder valve. Pressure switch is used to monitor the system pressure, system actuation and to energize and de-energize electrically operated equipment.

v. **Hooter** - The Hooters shall be designed to provide audio-visual alarms when System will discharge the content from the container. Hooter shall be UL approved

## 9. Performance Testing & Acceptance

- System shall be certified by NABL approved laboratory, Govt of India, preferably by National Test House, Central Government Laboratory, Govt. of India.
- After system installation has been completed, the entire system shall be checked out, inspected and functionally tested by qualified personnel, in accordance with Manufacturers recommended procedures.
- All containers and detector tubing shall be checked for proper mounting and installation.

- Prior to final acceptance, the installing contractor shall provide complete training to staff nominated by User.
- Prior to final acceptance, the bidder shall provide complete operation and maintenance manual.
- Checklist and procedure for emergency situations, troubleshooting techniques, maintenance and operations and procedures shall be included in the manual.
- All system components furnished and installed under this shall be warranted against manufacturing defects in design, materials and workmanship for one year from date of system acceptance.

**A. Mandatory Bidding Requirements:**

1. The Bidder shall be any one of the approved National/ International Distributors or Original Equipment Manufacturer (OEM) for FIRESHOT PANEL equipment, to manufacture and market FIRESHOT PANEL Fire Protection Systems.
2. Indian distributors of the National/International certified OEMs could bid for the project, provided they furnish their Authorisation Certificate from the OEMs. However, Authorisation certificate should preferably be for the exclusive purpose of participation in this tender only, or any such agreement between the Indian Bidder and an International OEM which could be implied to be on a case-to-case basis, shall not be acceptable, and such tender bids shall be summarily rejected.
3. The Indian distributor shall have an established relationship with the OEM, quantifiable by a track record in terms of jobs executed using the OEM's systems.
4. The OEM/Bidder shall give a Certificate stating that their FIRESHOT PANEL system is approved by UL/FM/VDS/LPC for use with Seamless Steel Cylinders (Component as well as System Approval).
5. The Indian Distributor shall have in India, a Chief Controller of Explosives, Nagpur Certified FIRESHOT PANEL refilling station, as well as a Gas Chromatography Facility to test the purity and chemical properties of the gas, should such a test be required.

**B. Specific Technical Requirements:**

1. The Storage Container offered shall be of Seamless type, meant for exclusive use in FIRESHOT PANEL systems, with VDS/ FM/ UL component approval. Welded cylinders are not permitted.
2. The Seamless storage cylinder shall be approved by Chief Controller of Explosives, Nagpur and shall have NOC from CCOE, Nagpur as applicable in the case for import of the same. Documentary evidence to be provided for earlier imports done by the Indian bidder.
3. The FIRESHOT PANEL Valve operating actuators shall be of Electric (Solenoid) type, and it should be capable of resetting manually. The valve should be capable of being functionally tested for periodic servicing requirements and without any need to replace consumable parts.
4. The individual FIRESHOT PANEL Bank shall also be fitted with a manual mechanism operating facility that should provide actuation in case of electric failure.
5. The system flow calculation be carried out on certified software, suitable for the Seamless Steel Cylinder being offered for this project. VDS/UL/ FM shall also approve such system flow calculations.
6. The system shall utilize High pressure (600 psi) technology that allows for a higher capacity to overcome frictional losses and allow for higher distances of the agent flow; and also allow

for better agent penetration in enclosed electronic equipment such as Server Racks/ Electrical Panels etc.

### **C. General Technical Requirements**

1. The bidder shall consider and address possible Fire hazards within the protected volume. The delivery of the FIRESHOT PANEL system shall provide for the highest degree of protection and minimum extinguishing time. The design shall be strictly as per NFPA 2001.
2. The suppression system shall provide for high-speed release of FIRESHOT PANEL based on the concept of total Flooding protection for enclosed areas. A Uniform extinguishing concentration shall be 7% (v/v) of FIRESHOT PANEL for 70o F, or higher as recommended by the system/ agent manufacturer.
3. The system discharge time shall be 10 seconds or less, in accordance with NFPA standard 2001.
4. The ceiling void (above false ceiling) has been included in the protected volume.
5. Integrated Auto Detection and Alarm System (with cross zoning method) to be provided for actuation of FIRESHOT PANEL PROTECTION system. Bidder shall provide Gas Release Unit, Manual Gas release and Inhibit units for FIRESHOT PANEL Fire Suppression System.
6. The FIRESHOT PANEL system to be supplied by the bidder must satisfy the various and all requirements of the Authority having jurisdiction over the location of the protected area and must be in accordance with the OEM's product design criteria.
7. The bidder shall check & satisfy the correctness of Location of Detectors & gas discharge nozzles in the drawing so as to ensure operation of gas release mechanism without any failure.
8. FIRESHOT PANEL shall be stored in seamless storage containers complying with the SMPV Rules set out by Chief Controller of Explosives, Nagpur, India, or equivalent authority if applicable. The Bidder shall be required to produce a NOC or relevant document from the Chief Controller of Explosives, Nagpur if applicable for the storage containers against the cylinder identification numbers punched on them.
9. Welded cylinders for agent storage will not be acceptable.
10. The Cylinder shall be equipped with differential pressure valves and no replacement parts shall be necessary to recharge the FIRESHOT PANEL containers.
11. FIRESHOT PANEL shall be discharged through the operation of an Electric (solenoid) operated device or pneumatically operate device, which releases the agent through a differential pressure valve.
12. Systems that employ explosive or pyrotechnic devices for FIRESHOT PANEL discharge shall not be permitted.
13. All system components shall be New and of Current Manufacturer and shall be installed in accordance with local codes.
14. RBI, Chandigarh reserves the Exclusive Rights to unconditionally reject any and all such components which may not be or are suspected not to be of current manufacture; and/or on the grounds of authenticity of the system components and designs.
15. The suppression agent shall be UL component recognized and the approved agent shall be filled as certified by the OEM.

16. The bidder shall provide all documentation such as Cylinder Manufacturing Certificates, Test and Inspection Certificates and Fill Density Certificates.

17. The extinguishing system shall include the following components:

- Agent storage container with cylinder valve, pressure gauge, Low- pressure switch.
- FIRESLOT PANEL Clean agent.
- Discharge nozzle (s)
- Solenoid valve (s) and Pneumatic Actuator(s).
- Manual Actuator (s).
- Mounting brackets.
- Discharge hoses.
- Check valves,
- Inter-connecting Actuation hoses
- Manifolds and piping with fittings.
- Any other items required for the completeness of the system but not specifically stated in the bill of material.

18. The FIRESLOT PANEL discharge shall be activated by an output directly from the 'FIRESLOT PANEL' Gas Release Unit, which will activate the solenoid valve. FIRESLOT PANEL agent is stored in the container as a liquid. To aid release and more effective distribution, the container shall be super pressurized to 726 psi (g) at 70-degree F with dry requisite agent.

19. Cylinder valve bodies shall be brass. Any other materials of construction shall not be acceptable. The thickness of each cylinder should be embossed on its body.

20. The releasing device shall be easily removable from the cylinder without emptying the cylinder. While removing from cylinder, the releasing device shall be capable of being operated, with no replacement of parts required after this operation.

21. Upon discharge of the system, no parts shall require replacement other than gasket, lubricants, and the FIRESLOT PANEL agent. Systems requiring replacement of disks, squibs, or any other parts that add to the recharge cost will not be acceptable.

22. Systems containing components that have a dated life span and must be periodically replaced shall not be acceptable.

23. The releasing of FIRESLOT PANEL Cylinder(s) shall also be possible through direct mechanical actuation, providing a means of discharge in the event of total electrical malfunction.

24. The manual release device fitted on the FIRESLOT PANEL Cylinder(s) shall be of a manual lever type and a faceplate with clear instruction of how to mechanically activate the system. In all cases, FIRESLOT PANEL cylinders shall be fitted with a manual mechanical operating facility that requires two-action actuation to prevent accidental actuation. Adequate 'Built-In' safety shall be provided to prevent unauthorised operation of this manual override facility.

25. FIRESHOT PANEL storage cylinder valves shall be provided with a safety rupture disc. An increase in internal pressure due to high temperature shall rupture the safety disc and allow the content to vent before the rupture pressure of the container is reached. The contents shall not be vented through the discharge piping and nozzles.

26. FIRESHOT PANEL containers shall be equipped with a pressure gauge to display internal pressure. The gauge shall be an integral part of the container and shall be colour-coded for fast referencing of pressure reading.

27. Brass Discharge nozzles shall be used to disperse the 'FIRESHOT PANEL'. The nozzles shall be brass with female threads and available in sizes as advised by the OEM system manufacturer. Each size shall come in two styles: 180o and 360o dispersion patterns. The nozzles provided shall be UL listed or VDS/ LPC approved.

28. All the Major components of the FIRESHOT PANEL system such as the Cylinder, Valves and releasing devices, nozzles and all accessories shall be supplied by one single manufacturer under the same brand name.

29. Manual Gas Discharge stations and Manual Abort Stations, in conformance to the requirements put forth in NFPA 2001 shall be provided.

30. Release of FIRESHOT PANEL agent shall be accomplished by an electrical output from the FIRESHOT PANEL Gas Release Unit to the solenoid valve.

31. The entire pipe work shall be pneumatically tested as per Standards prior to commissioning.

32. **Acceptance Tests:** Acceptance for the System installation, inclusive of the piping and requisite cabling shall be strictly in accordance with the installation acceptance guidelines as put forth in the NFPA 2001. The bidder shall be required to carry out a simulation test [with the Electrical Solenoid on the FIRESHOT PANEL PROTECTION bank (/ Cylinder) disenabled/ disengaged so as to prevent discharge of gas] and prove the functionality of the System.

33. In case of any leakage or accidental discharge of FIRESHOT PANEL Gas, the bidder should give guarantee of getting these empty (discharged) FIRESHOT PANEL Cylinders re-filled with Gas & Commissioned back at client's location ready for operation within 48 Hours with their own cost.

### **Warranty**

System shall be warranted for not less than a period of one (1) year from the date of installation. The Contractor shall specify the maintenance to be performed during the warranty period to maintain warranty conditions and thereafter.

### **CODES AND STANDARDS:**

NFPA 2001 standard on Clean Agent Fire Extinguishing System.

Clean agent manufacturer's recommendation.

SMPV Rules set out by Chief Controller of Explosives, Nagpur, India or equivalent authority

National Building Code 2016 Part IV, Life & Fire Safety

I/We hereby declare that I/We have read and understood the above instructions which have been issued as conditions of the Contract.

**Date:**

**Signature of the tenderer with company seal**

**Place:**

**Section-VI**

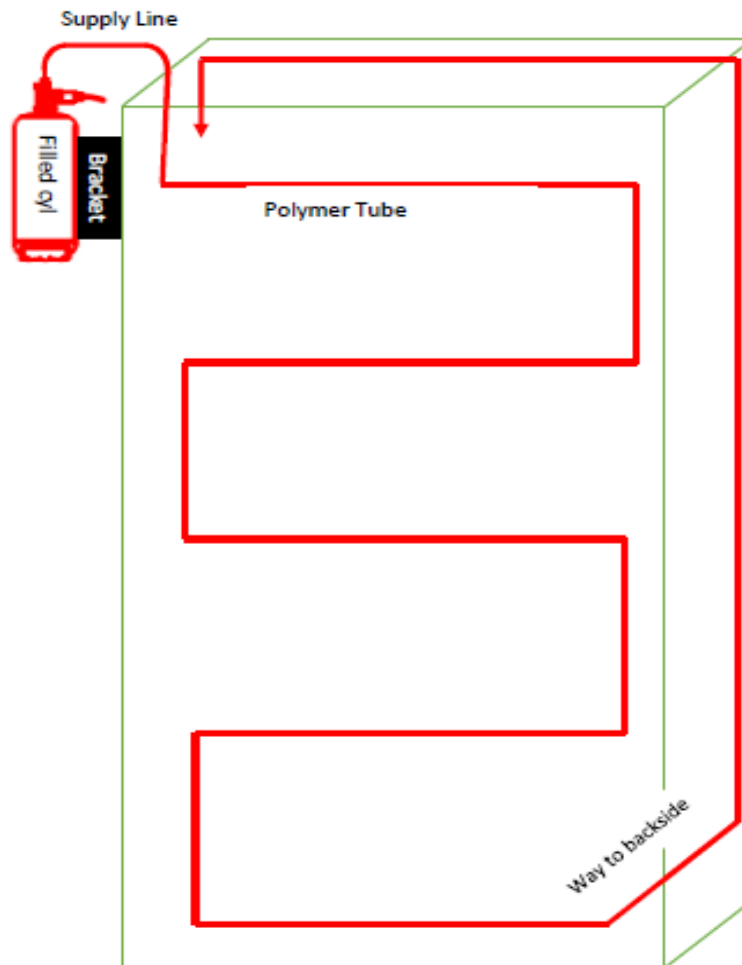
**Unpriced BOQ**

<b>S. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate / Unit (INR)</b>	<b>Amount (INR)</b>
1	FIRESPO <sup>®</sup> T Self activating Automatic Fire Suppression System for Panel Protection with automatic heat/flame detecting UL Listed polymer tube and UL Listed Clean Agent. System certified by National Test House, Dept of Consumer Affairs, Govt. of India				
1 (a)	FIRESPO <sup>®</sup> T 2 KG with pressure switch accessories	6	No.		
1 (b)	FIRESPO <sup>®</sup> T 4 KG with pressure switch accessories	4	No.		
1 (c)	Polymer Tube (FIRESPO <sup>®</sup> T) - per Meter	188	MTR		
1 (d)	Hooter cum Flasher	8	No.		
1 (e)	Fire Suppression Monitoring panel	8	No.		
1 (f)	End of Line Adopter with Pressure Switch	10	No.		
1 (g)	Installation & Commissioning Charges (Inclusive of Consumables) (Total no. of panels is 10)	10	No.		
	<b>Total amount including all taxes, GST in Rupees (A)</b>				
2	<b>Comprehensive Annual Maintenance Charges for FIRESPO<sup>®</sup>T Fire Suppression System including spares after defect liability period as per terms and condition mentioned in Part- I of the tender (excluding FIRESPO<sup>®</sup>T Panel Gas) including all taxes, GST in Rupees (B)</b>				
	<b>Grand Total (A+B) in Rupees</b>				
	<b>Grand Total in words (Inclusive all tax and GST)</b>				

<b>Product:</b>	<b>FIRESLOT® Panel Protection HFC236fa agent</b>						<b>Panel Location</b>
<b>Panel</b>	<b>Item Description</b>	<b>Nos. of FIRESLOT®</b>	<b>Tube Length per system</b>	<b>Hooter</b>	<b>Panel</b>	<b>Total Tube</b>	
Panel 1	FIRESLOT® Mini Suppression System 4kg	3	20	1	1	60	LT Main Panel
Panel 2	FIRESLOT® Mini Suppression System 4kg	1	24	1	1	24	400KV DG set Panel
Panel 3	FIRESLOT® Mini Suppression System 2kg	1	15	1	1	15	380 KVA DG set AMF Panel
Panel 4	FIRESLOT® Mini Suppression System 2kg	1	17	1	1	17	400 KVA Panel
Panel 5	FIRESLOT® Mini Suppression System 2kg	1	16	1	1	16	Cash Lift Panel
Panel 6	FIRESLOT® Mini Suppression System 2kg	1	17	1	1	17	UPS Distribution Panel
Panel 7	FIRESLOT® Mini Suppression System 2kg	1	16	1	1	16	UPS incoming Panel
Panel 8	FIRESLOT® Mini Suppression System 2kg	1	23	1	1	23	Cash Department
				<b>8</b>	<b>8</b>	<b>188</b>	
	<b>Firespot Mini Suppression System 4kg</b>	<b>4</b>					
	<b>Firespot Mini Suppression System 2kg</b>	<b>6</b>					

**List of Approved Make**

S. No.	Description	Make
I	<b>FIRESLOT® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat/flame detecting UL Listed polymer tube and UL Listed Clean Agent. System certified by National Test House, Dept of Consumer Affairs, Govt. of India</b>	Honeywell / Minimax/ Ceasefire



Date:

Signature and seal of the Tenderer.

Place



**Section-VII**  
**Check List**  
**(COMMERCIAL CONDITIONS)**

Sr. No.	Description	Bank's Terms	Tenderers terms and acceptance of Bank's terms
1.	Validity	3 months	
2.	EMD	@ 2% of estimated cost from all bidders.	
3.	Terms of payment	(a) 95 % of the quoted supply rate against completion of erection, testing, commissioning and handing over the system and on submission of the documents [As per para-3.9 (a)].	
		(b) Balance 05 % of the quoted rates after completion of DLP [As per Para – 3.9 (a)].	
4.	Prices	Should be inclusive of all taxes, duties, insurance, levies during the contract period.	
5.	Guarantee period / DLP	12 months from date of handing over.	
6.	Service after sales	Free of cost during the guarantee period.	
7.	Completion period	<b>60 days from 14<sup>th</sup> day of issue of work order.</b>	
8.	Liquidated damages	@0.25% of contract value per week of delay subject to maximum of 10% of contract value.	
9.	(a) Time allowed for rectification	Maximum 24 Hours / 72 hours depending upon type of defect as per clause in Part I.	
	(b) Penalty for delay in providing service	₹2000/- per day, if complete system defect not rectified within 24 hours on receipt of complaint and ₹500/- per day if individual equipment defect not rectified within 72 hours. [as per para 3.7(e)]	
10.	Service facility	Shall be available at the center (Chandigarh / Mohali / Panchkula) where the system is installed and shall be approachable on telephone / mobile.	
11.	Committed period for system maintenance	At least 10 years from the date of handing over of the installation.	

Part II should not contain any terms and conditions but only priced bill of quantity. Terms and conditions, if any, incorporated in Part II, will not valid or considered.

**Note:-**

(i) In case of tenderer accepting all the terms and conditions of the Bank, there is no need for enclosing any terms and conditions of their own.

(ii) In case of tenderers proposing any deviation, they are advised to indicate the deviation only quoting relevant tender clause.

Date:

Signature and seal of the Tenderer.

Place:

**Appendix Herein before Referred To**

1.	Defects Liability Period (DLP)	One year from the date of Virtual Completion Certificate.
2.	Period of Final Measurement	3 months
3.	Date of Commencement	14 <sup>th</sup> day from the date of letter of acceptance.
4.	Date of Completion	Date of virtual completion certificate.
5.	Liquidated damages at the rate of	@0.25% of contract value per week subject to a maximum of 10% of the contract value.
6.	Value of works for interim certificates	Nil
7.	Period for honoring certificates	One month for interim bills and 3 months for final bill.
8.	Interest for delayed payment	3% per annum

Date:

Signature and seal of the Tenderer.

Place:

**PROFORMA OF BANK GUARANTEE for PERFORMANCE SECURITY DEPOSIT**

(On Non-Judicial Stamp Paper of appropriate value purchased in the name of the issuing bank)

Place : \_\_\_\_\_

Date : \_\_\_\_\_

The Regional Director  
Reserve Bank of India  
Estate Department  
Chandigarh-160017

Madam / Dear Sir,

FIRESPOT® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat / flame detecting polymer tube and UL Listed Clean Agent System certified by National Test House, Dept of Consumer Affairs, Govt. of India

Bank Guarantee For PERFORMANCE SECURITY DEPOSIT

WHEREAS

Reserve Bank of India, having its Central Office at Shahid Bhagat Singh Road, Mumbai, (hereinafter called "the RBI") has awarded the Contract for the captioned project (hereinafter called the "Contract") to M/s \_\_\_\_\_ (Name of the Contractor) (hereinafter called "the said Contractor" which expression shall include its successors and assigns).

AND Whereas the Contractor is bound by the said Contract to submit to RBI a Performance Security for a total amount of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) (Amount in figures and words) for the due fulfilment by the said contractor of the terms and conditions contained in the contract. We, \_\_\_\_\_ (Name of the Bank), (hereinafter called "the Bank"), at the request of M/s \_\_\_\_\_, the contractor, do hereby undertake to pay to the RBI an amount not exceeding ₹ \_\_\_\_\_ as Performance Guarantee for due fulfilment of the terms and conditions of the contract.

NOW THIS GUARANTEE WITNESSETH

1. We (Name of the Bank) do hereby agree with and undertake to RBI, their Successors, Assigns that in the event of the RBI coming to the conclusion that the Contractor has not performed his obligations under the said conditions of the contract or have committed a breach thereof, which conclusion shall be binding on us as well as the said contractor; we shall on demand by the RBI, pay without demur to the RBI, a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) or any lower amount that may be demanded by the RBI. Our guarantee shall be treated as equivalent to the Performance Guarantee Amount for the due performance of the obligations of the Contractor under the said Contract, provided, however, that our liability against such sum shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

2. We also agree to undertake to and confirm that the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) as aforesaid shall be paid by us without any demur or protest, merely on demand from the RBI on receipt of a notice in writing stating that the amount is due to them and we shall not ask for any further proof or evidence and the notice from the RBI shall be conclusive and binding

on us and shall not be questioned by us in any respect or manner whatsoever. The Bank shall pay to RBI any money so demanded notwithstanding any dispute/disputes raised by the Contractor in any suit or proceedings pending before any Court, Tribunal or Arbitrator/s relating thereto and the liability under this guarantee shall be absolute and unequivocal. We undertake to pay the amount claimed by the RBI within a period of one week from the date of receipt of the notice as aforesaid.

3. We confirm that our obligation to the RBI under this guarantee shall be independent of the agreement or agreements or other understandings between the RBI and the Contractor.

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

We hereby further agree that –

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

b) Our liability under these presents shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).

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

d) This guarantee shall remain in force up to ..... (60 days beyond the Defect liability period) provided that if so desired by the RBI, this guarantee shall be renewed for a further period as may be indicated by them on the same terms and conditions as contained herein.

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

In witness whereof I/We of the Bank have signed and sealed this guarantee on the ..... day of ..... (Month) 2021 (Year) being herewith duly authorized.

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For and on behalf of \_\_\_\_\_ (Name of the Bank)

Signature of authorized Bank official

Name:

Designation

Stamp/ Seal of the Bank

Signed, sealed and delivered for and on behalf of the Bank by the above named in the presence of:

Witness 1

Signature .....

Name .....

Address .....

(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).

**CLIENT'S CERTIFICATE REGARDING PERFORMANCE OF CONTRACTOR**

Name &amp; address of the Client:

Details of Works executed by Shri /M/s

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

	(c) Mobilization of adequate T&P	Outstanding / Very Good / Good / Satisfactory / Poor
	(d) Mobilization of manpower	Outstanding / Very Good / Good / Satisfactory / Poor
	(e) General behavior	Outstanding / Very Good / Good / Satisfactory / Poor
	<b>Signature of the Reporting Officer* with Office seal</b>	

Note:

(i) All columns should be filled in properly

(ii) \* Clients Report/certificate (a) for each of qualifying similar completed works carried out for Government/ public sector companies, the certificate should be signed by the concerned Executive Engineer / Superintending Engineer or an officer in an equivalent or higher rank (b) for each of the qualifying similar completed works carried out for **Private companies shall accompany Tax deduction at source, TDS certificate has to be submitted for proving the credentials / contract amount.**



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

1. Composition of the firm (whether Partnership/ Private Limited / Proprietorship / Public Limited.)
2. Name of the Proprietor/ Partners/ Directors of the firm.
3. Turnover of the firm for the last 3 years (ending March 31, 2021).
4. Credit facility / Overdraft facility enjoyed by the firm.
5. Dealings
6. The period from which the firm has been banking with your bank.
7. Any other remarks.

You may also kindly forward your opinion whether the above firm is considered financially sound to be entrusted with the contract for works estimated to cost ₹9.70 lakhs.

(Signature) For the Bank

Note:

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



भारतीय रिज़र्व बैंक  
संपदा विभाग  
चंडीगढ़

बैंक परिसर, भारतीय रिज़र्व बैंक, चंडीगढ़ में राष्ट्रिय परीक्षण शाला, उपभोक्ता मामले विभाग, भारत सरकार द्वारा प्रमाणित पैनल की सुरक्षा के लिए स्वतः गर्मी / लौ का पता लगाने वाले पॉलिमर ट्यूब और यूएल लिस्टेड क्लीन एजेंट सिस्टम के साथ FIRESLOT® सेल्फ एक्टिवेटिंग ऑटोमैटिक फायर सप्रेस सिस्टम की डिजाइन, आपूर्ति, स्थापना, परीक्षण और कमीशनिंग

हेतु  
ई-निविदा

RBI/Chandigarh/Estate/74/21-22/ET/102

भाग- II

बोलीदाता का नाम \_\_\_\_\_

पता \_\_\_\_\_

बोली- पूर्व बैठक की तिथि एवं समय	13 सितंबर 2021 को अपराहन 15:00 बजे
स्थान	संपदा विभाग, तृतीय तल, भारतीय रिज़र्व बैंक, सेंट्रल विस्टा, सेक्टर-17, चंडीगढ़-160017
टेक्नो-कमर्शियल बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	27 सितंबर 2021 को पूर्वाहन 11:00 बजे तक

**PART II**

<b>S. No.</b>	<b>Description</b>	<b>Qty.</b>	<b>Unit</b>
1	FIRESPOT® Self activating Automatic Fire Suppression System for Panel Protection with automatic heat/flame detecting UL Listed polymer tube and UL Listed Clean Agent. System certified by National Test House, Dept of Consumer Affairs, Govt. of India		
1 a	FIRESPOT® 2 KG with pressure switch accessories	6	No.
1 b	FIRESPOT® 4 KG with pressure switch accessories	4	No.
1 c	Polymer Tube (FIRESPOT®) - per Metre	188	MTR
1 d	Hooter cum Flasher	8	No.
1 e	Fire Suppression Monitoring panel	8	No.
1 f	End of Line Adopter with Pressure Switch	10	No.
1 g	Installation & Commissioning Charges (Inclusive of Consumables) (Total no. of panels is 10)	10	No.
	<b>Total amount including all taxes, GST in Rupees (A)</b>		
2	Comprehensive Annual Maintenance Charges for FIRESPOT® Fire Suppression System including spares after defect liability period as per terms and condition mentioned in Part- I of the tender (excluding FIRESPOT® Panel Gas) including all taxes, GST in Rupees (B)	1	LS

Tenders will therefore be evaluated based on the net present value (NPV) of the net owning cost of the system comprising of the following –

- i. Cost of the system (A),
- ii. NPV of the Comprehensive annual maintenance service contract charges for the period of 9 years after 1year defect liability period (B), which will be calculated assuming 5% increase in contract amount every year after first year of AMC, Half yearly payment and with a discount rate of 8%.

**Net present value of the work = A + B x M.F (M.F will be 7.05)**

The work will be awarded to the lowest value of the above, which will be treated as **“Successful bidder.”**

**Place:**

**Date:**

**Seal & Signature of the Tenderer**