



## भारतीय रिजर्व बैंक, भोपाल संपदा विभाग

### ई-निविदा सूचना

भारतीय रिजर्व बैंक भोपाल में अग्रिशामक यंत्र की आपूर्ति एवं इंस्टॉलेशन से संबंधित कार्य के लिए पात्र और इच्छुक फर्मों से ई-निविदा आमंत्रित करता है। इस कार्य पर ₹6,45,932/- (कर सहित) खर्च होने का अनुमान है।

2. यह एक खुली निविदा है केवल वे फर्मों, जो एमएसटीसी पोर्टल पर पंजीकृत हैं, निविदा प्रक्रिया में भाग ले सकेंगी। निविदा दस्तावेज डाउनलोड करने के लिए वेबसाइट <https://www.mstcecommerce.com/eprocn/> पर उपलब्ध है।
3. निविदा दो भागों में ऑनलाइन प्रस्तुत की जाएगी। निविदा के भाग-। में प्रस्तावित कार्य के लिए बैंक की मानक तकनीकी शर्तें शामिल होंगी, जिन पर निविदाकर्ताओं की सहमति होनी चाहिए। निविदा के भाग-॥ में बैंक की मात्रा की अनुसूची और निविदाकर्ता की मूल्य बोली ऑनलाइन जमा की जाएगी।
4. पात्रता मानदंडों को पूरा करने वाली और काम देने के लिए विचार किए जाने की इच्छुक फर्मों को <https://www.mstcecommerce.com/eprocn/> पर 19 जनवरी 2026 (सुबह 10:00 बजे) तक या उससे पहले सभी आवश्यक दस्तावेज अपलोड करने चाहिए।
5. निविदा का भाग-।, 19 जनवरी 2026 को सुबह 11:30 बजे, MSTC की वेबसाइट पर खोला जाएगा। निविदा की समय-सीमा इस प्रकार है:

A	ई-निविदा सं.	RBI/Bhopal Regional Office/Estate/20/25-26/ET/725
B	निविदा की प्रणाली	ई-प्रोक्योरमेंट प्रणाली <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> के माध्यम से ऑनलाइन भाग। – तकनीकी - बोली और भाग ॥ - मूल्य बोली
C	डाउनलोड करने हेतु पार्टियों को एनआईटी उपलब्ध होने की तारीख	18 दिसम्बर 2025 को 12:00 बजे से 07 जनवरी 2026 को 18:00 बजे तक
D	बोली-पूर्व बैठक -	08 जनवरी 2026 को 11: 30 बजे पता - Estate Department, 5 <sup>th</sup> Floor, Reserve Bank of India, Hoshangabad Road, Arera Hills, Bhopal

E	वेबसाइट <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> पर ऑनलाइन तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा शुरू होने की तिथि	10 जनवरी 2026 को 11:00 बजे से
F	i) बयाना राशि (Last date and time for receipt of EMD at RBI Bhopal – 09/01/2026 upto 10: 00 hrs)  ii) अनुमानित लागत  iii) निविदा शुल्क	₹12,919/- (सभी बोलीदाताओं द्वारा प्रस्तुत किया जाना है)  ₹12,919/- shall be remitted by all the intending bidders, except those having MSE (Micro and Small Enterprises only) Udyam Registration Number (Udyog Aadhar Memorandum Number), who are exempted from submission of the EMD at the time of bidding [such bidders must submit their MSE (Micro and Small Enterprises only) registration certificate at the time of submission of their bid (Part I) for claiming exemption of EMD. Failure to do so will disqualify themselves from participating in the bid], on or before 10:00 Hrs on January 19, 2026.  ₹6,45,932/- (including GST) and a rebate (buy-back / scrap value) of ₹4,100/-.  NIL
G	तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	19 जनवरी 2026 को 10:00 बजे
H	भाग-। (अर्थात् तकनीकी बोली) खुलने की तिथि और समय  भाग-॥ (अर्थात् मूल्य बोली) : भाग-॥ खुलने की तिथि और समय	19 जनवरी 2026 को 11:30 बजे  सूचना अलग से दी जाएगी।
I	लेनदेन शुल्क	As intimated by MSTC to be paid through MSTC Payment Gateway/NEFT/RTGS in favour of MSTC Limited or as advised by M/s MSTC Ltd.

क्षेत्रीय निदेशक  
भारतीय रिज़र्व बैंक  
भोपाल



भारतीय रिज़र्व बैंक  
संपदा विभाग, भोपाल

भारतीय रिज़र्व बैंक भोपाल में अग्रिशामक यंत्र की आपूर्ति एवं इंस्टॉलेशन से  
संबन्धित कार्य।

निविदा आमंत्रण सूचना - (एनआईटी)

निविदाकार का नाम \_\_\_\_\_

पता: \_\_\_\_\_

प्रस्तुत करने की अंतिम तिथि	:	19 जनवरी 2026 को 10:00 बजे तक
भाग-। (अर्थात तकनीकी बोली) खुलने की तिथि और समय	:	19 जनवरी 2026 को 11:30 बजे
भाग-॥ मूल्य बोली : खुलने की तिथि और समय	:	मूल्य बोली की सूचना अलग से दी जाएगी।

## अस्वीकरण

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

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

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

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

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

a. ई-निविदा सं.	<b>RBI/Bhopal Regional Office/Estate/20/25-26/ET/725</b>
b. निविदा की प्रणाली	ई-प्रोक्योरमेंट प्रणाली <a href="https://www.mstcecommerce.com/eprochn">https://www.mstcecommerce.com/eprochn</a> के माध्यम से ऑनलाइन भाग I – तकनीकी बोली और भाग II - मूल्य बोली
c. डाउनलोड करने हेतु पार्टियों को एनआईटी उपलब्ध होने की तारीख	18 दिसम्बर 2025 को 12:00 बजे से 07 जनवरी 2026 को 18:00 बजे तक
d. बोली-पूर्व बैठक	08 जनवरी 2026 को 11: 30 बजे  Location - Estate Department, 5th Floor, Reserve Bank of India, Hoshangabad Road, Arera Hills, Bhopal
e. i) बयाना राशि (Last date and time for receipt of EMD at RBI Bhopal)	₹12,919/- (सभी बोलीदाताओं द्वारा प्रस्तुत किया जाना है) 19 जनवरी 2026 को 10:00 बजे तक  ₹12,919/- shall be remitted by all the intending bidders, except those having MSE (Micro and Small Enterprises only) Udyam Registration Number (Udyog Aadhar Memorandum Number), who are exempted from submission of the EMD at the time of bidding [such bidders must submit their MSE (Micro and Small Enterprises only) registration certificate at the time of submission of their bid (Part I) for claiming exemption of EMD. Failure to do so will disqualify themselves from participating in the bid], on or before 10:00 Hrs on January 19, 2026.
ii) अनुमानित लागत	₹ 6,45,932/- (including GST) and a rebate (buy-back / scrap value) of ₹ 4,100/-.
iii) निविदा शुल्क	निरंक

f. वेबसाइट <a href="https://www.mstcecommerce.com/eprocn">https://www.mstcecommerce.com/eprocn</a> पर ऑनलाइन तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ई-निविदा-शुरू होने की तिथि	10 जनवरी 2026 को 11:00 बजे से
g. तकनीकी बोली और मूल्य बोली प्रस्तुत करने के लिए ऑनलाइन ई-निविदा के बंद होने की तिथि	19 जनवरी 2026 को 10:00 बजे
h. भाग-I (अर्थात् तकनीकी बोली) खुलने की तिथि और समय  भाग-II मूल्य बोली : खुलने की तिथि और समय	19 जनवरी 2026 को 11:30 बजे  मूल्य बोली की सूचना अलग से दी जाएगी।

### i. Eligibility Criteria

Type of the bidders:	The bidders should be the <b>Original Manufacturers or Authorised Dealers of the Original Manufacturers</b> of the makes & models of fire extinguishers specified herein. Bidders shall upload documentary evidence in support of this Pre-Qualification Criterion, along with Part - I (Techno-commercial bid) of the tender.
Composition of the firm / organization:	Details of registration of the firm / organisation - whether Sole Proprietorship / Partnership Firm / Private Limited / Limited or Co-operative Body etc. - Name of the Registering Authority, Date, and Registration number, etc.
	The Bidder should have <b>valid Goods and Service Tax registration</b> .
Experience:	The bidder should have an <b>experience of not less than 5 years in manufacturing &amp; supplying of fire extinguishers / Dealership of Original Manufacturers</b> of the makes & models of fire extinguishers specified herein. Bidders shall upload documentary evidence in support of this Pre-Qualification Criterion ( <b>minimum experience of 5 years, prior to December 01, 2020</b> ), along with Part I (Techno-commercial bid) of the tender.
Minimum value of each successfully completed supply, during specified period:	The bidders should have successfully completed supply of fire extinguishers, during the last 5 years ending November 30, 2025, from December 01, 2020, having value not less than any one of the following:  i) <b>Three</b> successfully completed supplies, each costing not less than <b>₹ 2.58 lakh</b> . Or ii) <b>Two</b> successfully completed supplies, each costing not less than <b>₹ 3.23 lakh</b> Or iii) <b>One</b> successfully completed supply, each costing not less than <b>₹ 5.16 lakh</b> .

	Bidders shall upload documentary evidence in support of this Pre-Qualification Criterion, along with Part I (Techno-commercial bid) of the tender.
Annual financial turnover:	Bidders should have an annual financial turnover of not less than <b>₹ 6.46 lakh</b> per year, during the last 3 consecutive Financial Years, ending <b>on 31<sup>st</sup> March 2025</b> . Bidders shall upload documentary evidence [copies of Balance Sheets, duly audited by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN)], in support of this Pre-Qualification criterion, along with Part I (Techno-commercial bid) of the tender.
Local service setup:	The bidders should have a service set up in Bhopal for rendering after sales service. Bidders shall upload documentary evidence (copies of registration certificate, electricity bills, Telephone (landline) bills, rental agreements etc.), in support of this Pre-Qualification criterion, along with Part I (Techno-commercial bid) of the tender.
Banker's certificate:	The bidders shall upload their bankers' certificate, as per the proforma provided as Annex-IV in the tender document. Such certificate(s) shall be addressed to the tender inviting authority of the Reserve Bank of India and shall be uploaded along with Part I (Techno-commercial bid) of the tender.

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

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

## ई-प्रॉक्यूरमेंट हेतु महत्वपूर्ण अनुदेश

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

### ई-निविदा की प्रक्रिया:

**A) पंजीकरण:** इस प्रक्रिया में एमएसटीसी ई-प्रॉक्यूरमेंट पोर्टल पर विक्रेता का पंजीकरण शामिल है जो निःशुल्क है। पंजीकरण के बाद ही, विक्रेता अपनी बोलियां इलेक्ट्रॉनिक रूप से प्रस्तुत कर सकते हैं। तकनीकी बोली के साथ-साथ वाणिज्यिक बोली प्रस्तुत करने हेतु इलेक्ट्रॉनिक बोली इंटरनेट के माध्यम से की जाएगी। विक्रेता के पास श्रेणी-III हस्ताक्षर प्रकार का डिजिटल प्रमाणपत्र होना चाहिए। विक्रेताओं को बोली लगाने हेतु इंटरनेट से जुड़े पीसी की व्यवस्था करनी होगी। ऐसी व्यवस्था करने के लिए एमएसटीसी जिम्मेदार नहीं है। (डिजिटल हस्ताक्षर के बिना बोलियां रिकॉर्ड नहीं की जाएंगी)।

**विशेष नोट:** तकनीकी बोली और वाणिज्यिक बोली <https://www.mstcecommerce.com/eprocn> पर ऑनलाइन प्रस्तुत की जानी है।

1) विक्रेताओं को एमएसटीसी वेबसाइट पर स्वयं को ऑनलाइन पंजीकृत करना आवश्यक है, जिसका पाथ इस प्रकार है <https://www.mstcecommerce.com/eprocn> → ई-प्रॉक्यूरमेंट → पीएसयू/सरकारी विभाग → आरबीआई लोगो का चयन करें > विक्रेता के रूप में पंजीकरण करें – विवरण भरें और अपना यूजर आईडी तथा पासवर्ड बनाएं → सबमिट करें।

2) विक्रेताओं को पंजीकरण फार्म भरने के दौरान दिए गए ईमेल पर उनके पंजीकरण की पुष्टि के संबंध में सिस्टम जनरेटेड मेल प्राप्त होगा।

किसी भी स्पष्टीकरण के मामले में, ई-निविदा के निर्धारित समय से पहले आरबीआई/एमएसटीसी से संपर्क करें:

### संपर्क व्यक्ति (आरबीआई):

1. श्री साबू एंटनी, सहा महाप्रबंधक (तकनीकी) - 0755-2519570

2. श्री कांत शर्मा, प्रबंधक - 0755-2519598 ([estatebhopal@rbi.org.in](mailto:estatebhopal@rbi.org.in))

### संपर्क व्यक्ति (एमएसटीसी लिमिटेड):

MSTC IVRS Helpdesk number: 07969066600

After system settings please download “Bidding Guide” for better understanding the bid-submission process

MSTC Bhopal Office numbers: 0755-2552241, 2593772, 2593775, 2593776;

Mr. Neeraj Mathur, Manager, Mob. 8871111473, Email: [bplop4@mstcindia.in](mailto:bplop4@mstcindia.in), [mstcbpl@mstcindia.in](mailto:mstcbpl@mstcindia.in)

### B) सिस्टम संबंधी आवश्यकताएँ:

- i. Windows 7 or above Operating System
- ii. IE-7 and above Internet browser.
- iii. Signing type digital signature
- iv. Latest updated JRE 8 (x86 Offline) software to be downloaded and installed in the system.

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

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

Tools => Internet Options => General => Click on Settings under “browsing history/ Delete Browsing History” => Temporary Internet Files => Activate “Every time I Visit the Webpage”.

To enable ALL active X controls and disable ‘use pop up blocker’ under Tools Internet Options → custom level (Please run IE settings from the page <https://www.mstcecommerce.com/eprocn> once)

2. तकनीकी वाणिज्यिक बोली बोली और मूल्य बोली को <https://www.mstcecommerce.com/eprocn/> पर ऑनलाइन प्रस्तुत करना होगा। निविदाएं निविदा में विनिर्दिष्ट तिथि और समय पर इलेक्ट्रॉनिक रूप से खोली जाएंगी।
3. निविदा में सभी प्रविष्टियां बिना किसी त्रुटि के तकनीकी और वाणिज्यिक प्रारूपों में ऑन लाइन माध्यम से दर्ज की जानी चाहिए।

### **लेनदेन शुल्क हेतु विशेष नोट:**

विक्रेता, लॉगिन में "my menu" के अंतर्गत "लेन-देन शुल्क भुगतान" लिंक का उपयोग करके लेनदेन शुल्क का भुगतान करेगा। विक्रेताओं को इवेंट ड्रॉपडाउन बॉक्स से संबंधित निविदा का चयन करना होगा। विक्रेता के पास एनईएफटी या ऑनलाइन भुगतान के माध्यम से भुगतान करने की सुविधा होगी। विक्रेता एनईएफटी का चयन करते हुए एक फॉर्म भरकर चालान जनरेट करेगा। विक्रेता चालान पर मुद्रित ब्यौरे के अनुसार इसमें कोई बदलाव किए बिना लेन-देन शुल्क की राशि जमा करेगा। ऑनलाइन भुगतान का चयन करने पर, विक्रेता को अपने क्रेडिट/डेबिट कार्ड/नेट बैंकिंग का उपयोग करके भुगतान करने का प्रावधान होगा। एक बार जब भुगतान एमएसटीसी के नामित बैंक खाते में जमा हो जाता है, तो लेनदेन शुल्क स्वतः स्वीकृत हो जाएगा और विक्रेता को एक सिस्टम जनरेटेड मेल प्राप्त होगा।

### **लेनदेन शुल्क वापस न करने योग्य है।**

लेन-देन शुल्क का भुगतान किए बिना विक्रेता को ऑनलाइन ई-निविदा का एक्सेस नहीं प्राप्त होगा।

### **नोट:**

बोलीदाताओं को सूचित किया जाता है वे उक्त के समापन से पर्याप्त समय पहले लेनदेन शुल्क जमा कर दें ताकि बोली प्रस्तुत करने के लिए पर्याप्त समय प्राप्त हो सके।

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

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

### **6. ई-निविदा में बोली लगाना:**

a) ई-निविदा में ऑनलाइन बोली लगाने हेतु निविदा शुल्क (यदि कोई हो) और लेनदेन शुल्क (यदि कोई हो) का भुगतान विक्रेताओं को आवश्यक जमा करना होगा। निविदा शुल्क और लेनदेन शुल्क वापसी न करने योग्य हैं। निविदा, जिसके साथ ईएमडी नहीं है, पर विचार नहीं किया जाएगा। ईएमडी पर कोई ब्याज देय नहीं होगा। असफल विक्रेता (विक्रेताओं) की ईएमडी निविदा आमंत्रित करने वाले प्राधिकारी द्वारा वापस कर दी जाएगी।

b) इस प्रक्रिया में तकनीकी और वाणिज्यिक बोली प्रस्तुत करने के लिए इलेक्ट्रॉनिक बोली शामिल है।

c) केवल लेन-देन शुल्क जमा करने वाले विक्रेता एमएसटीसी वेबसाइट पर इंटरनेट के माध्यम से अपनी तकनीकी बोली और वाणिज्यिक बोली प्रस्तुत कर सकते जिसका पाथ इस प्रकार है:

<https://www.mstcecommerce.com/eprocn> → e-procurement →PSU/Govt depts→ Login under RBI→My menu→ Auction Floor Manager→ live event →Selection of the live event.

d) विक्रेता को जावा एप्लिकेशन संचालन की अनुमति देनी चाहिए। यह प्रक्रिया बिड फ्लोर खुलने के तुरंत बाद करना है। फिर उन्हें कॉमन टर्म्स/कमर्शियल स्पेसिफिकेशन भरना होगा और उसे सेव करना होगा। इसके बाद टेक्निकल बिड पर क्लिक करें। यदि इस एप्लिकेशन को रन नहीं किया जाता है, तो विक्रेता अपनी तकनीकी बोली को सेव/सबमिट नहीं कर पाएगा।

e) तकनीकी बोली भरने के बाद, विक्रेता को अपनी तकनीकी बोली रिकॉर्ड करने के लिए 'सेव' पर क्लिक करना चाहिए। एक बार ऐसा करने के बाद, वाणिज्यिक बोली लिंक सक्रिय हो जाता है और उसे भरना होता है और फिर विक्रेता को अपनी वाणिज्यिक बोली दर्ज करने के लिए "सेव" पर क्लिक करना चाहिए। फिर एक बार तकनीकी बोली और वाणिज्यिक बोली दोनों सेव कर लिए जाने के बाद, विक्रेता अपनी बोली दर्ज करने के लिए "फाइल सबमिशन" बटन पर क्लिक कर सकता है।

f) विक्रेताओं को निर्देश दिया जाता है कि वे एक से अधिक दस्तावेज़ अपलोड करने के लिए अटैच डॉक बटन का उपयोग कर सकते हैं।

g) सभी मामलों में, विक्रेता को अपनी बोली जमा करते समय डिजिटल हस्ताक्षर के साथ अपनी आईडी और पासवर्ड का उपयोग करना चाहिए।

h) पूरी ई-निविदा प्रक्रिया के दौरान, विक्रेता एक दूसरे और अन्य सभी के लिए पूरी तरह से गुमनाम रहेंगे।

i) ई-निविदा फ्लोर पूर्व-निर्धारित तिथि और समय से और ऊपर बताई गई अवधि तक खुली रहेगी।

j) ई-निविदा प्रक्रिया के दौरान प्रस्तुत सभी इलेक्ट्रॉनिक बोलियां विक्रेता पर कानूनी रूप से बाध्यकारी होंगी। विक्रेता द्वारा प्रस्तावित किसी भी बोली को वैध बोली के रूप में माना जाएगा और क्रेता द्वारा उसकी स्वीकृति, आपूर्ति के निष्पादन हेतु क्रेता और विक्रेता के बीच एक बाध्यकारी अनुबंध होगी।

k) यह अनिवार्य है कि सभी बोलियों को डिजिटल हस्ताक्षर प्रमाण पत्र के माध्यम से प्रस्तुत किया जाए अन्यथा इसे सिस्टम द्वारा स्वीकार नहीं किया जाएगा।

l) क्रेता के पास बिना कोई कारण बताए निविदा को रद्द करने या अस्वीकार करने या स्वीकार करने या वापस लेने या पूर्ण रूप से या आंशिक रूप से विस्तारित करने का अधिकार सुरक्षित है।

m) निविदा दस्तावेज के नियमों और शर्तों में कोई परिवर्तन स्वीकार्य नहीं है। किसी भी विक्रेता द्वारा ई-निविदा फ्लोर में बोली प्रस्तुत करना निविदा के नियम और शर्तों की स्वीकृति की पुष्टि करता है।

n) इस निविदा के परिणामस्वरूप कोई भी आदेश उसमें उल्लिखित नियमों और शर्तों द्वारा शासित होगा।

o) निविदा आमंत्रित करने वाले प्राधिकारी को यह अधिकार है कि वह बिना कोई कारण बताए इस ई-निविदा को रद्द कर सकता है या बोली (बोलियों) की प्राप्ति की नियत तारीख को बढ़ा सकता है।

p) विक्रेताओं से अनुरोध है कि वे विक्रेता मार्गदर्शिका पढ़ें और बोली लगाने से पहले सिस्टम से परिचित होने के लिए <https://www.mstcecommerce.com/eprocn/> पर उपलब्ध वीडियो देखें।

q) तकनीकी और वाणिज्यिक नियमों और शर्तों में किसी भी विचलन की अनुमति नहीं है।

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

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

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

क्षेत्रीय निदेशक  
भारतीय रिज़र्व बैंक  
भोपाल



**भारतीय रिजर्व बैंक, संपदा विभाग, भोपाल**  
**Reserve Bank of India, Estate Department, Bhopal**

**Tender - Part I (Techno-Commercial Bid)**

**For**

**भारतीय रिजर्व बैंक भोपाल में अग्निशामक यंत्र की आपूर्ति एवं इंस्टॉलेशन से संबन्धित कार्य।**

**Supply and Installation of Fire Extinguishers at Reserve Bank of India (RBI) Bhopal, Madhya Pradesh - 462011.**

<b>Due date for submission of the completed tender on MSTC portal:</b>	<b>On or Before 10:00 Hrs on January 19, 2026</b>
<b>Date &amp; time of pre-bid meeting:</b>	<b>January 19, 2026, at 11.30 Hrs.</b>
<b>Earnest Money Deposit (EMD):</b>	<b>₹ 12,919/- shall be remitted by all the intending bidders, except those having MSE (Micro and Small Enterprises only) Udyam Registration Number (Udyog Aadhar Memorandum Number), who are exempted from submission of the EMD at the time of bidding [such bidders must submit their MSE (Micro and Small Enterprises only) registration certificate at the time of submission of their bid (Part I) for claiming exemption of EMD. Failure to do so will disqualify themselves from participating in the bid], on or before 10:00 Hrs on January 19, 2026.</b>

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## 1 **Important information**

a. E-tender No.:	RBI / Bhopal Regional Office /Estate/ 20/ 25-26 / ET / 725.
b. Name of work:	Supply and Installation of Fire Extinguishers at Reserve Bank of India (RBI) Bhopal, Madhya Pradesh - 462011
c. Mode of Tender:	e-Procurement System (Online Part I - Techno-Commercial Bid and Part II - Price Bid through <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a> Guidelines for e-tender has been provided as Annexure - I.
d. Date of NIT & Tender Documents available to the intending bidders to view / download:	From 12:00 Hrs on December 18, 2025, to 18:00 Hrs on January 07, 2026.
e. <b>Earnest Money Deposit (EMD):</b>	₹ 12,919/- (Twelve thousand nine hundred and nineteen only) shall be remitted by all the intending bidders, except those having MSE (Micro and Small Enterprises only) Udyam Registration Number (Udyog Aadhar Memorandum Number), who are exempted from submission of the EMD at the time of bidding [such bidders must submit their MSE (Micro and Small Enterprises only) registration certificate at the time of submission of their bid (Part I) for claiming exemption of EMD. Failure to do so will disqualify themselves from participating in the bid], on or before 10:00 Hrs on January 19, 2026.
f. Due date and time for submission of EMD:	On or Before 10:00 Hrs on January 19, 2026.
g. Date of starting of e-Tender for submission of online Techno-Commercial Bid and price Bid at <a href="https://www.mstcecommerce.com/eprocn/">https://www.mstcecommerce.com/eprocn/</a>	From 11:00 Hrs on January 10, 2026
h. Date of closing of online e-tender for submission of Techno-Commercial Bid & Price Bid.	10:00 Hrs on January 19, 2026.
i. Date & time of opening of Tender Part - I (Techno-commercial Bid)	At 11:30 Hrs on January 19, 2026.
j. Date & time of opening of Tender Part - II (Price Bid)	Will be communicated separately, by e-mail to only those bidders, who are found to be qualified by the Bank, after opening of Part I (Techno-commercial bid) of the tender and verification of the documents submitted in support of the Pre-Qualification Criteria, stipulated therein.
k. Transaction Fee	Payment of Transaction Fee as mentioned in the MSTC portal through MSTC payment gateway / NEFT / RTGS in favour of MSTC Limited.

## **1.1 Guidelines for e-Procurement (Annexure - I).**

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

### **Process of e-tender:**

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

**Special Note:** The Techno-Commercial Bid and Price Bid must be submitted on-line through <https://www.mstcecommerce.com/eprocn/>

- 1) Vendors are required to register themselves online with [www.mstcecommerce.com](https://www.mstcecommerce.com) => e-Procurement => PSU/Govt depts. => Select RBI Logo => Register as Vendor => Filling up details and creating own user id and password => Submit.
- 2) Vendors will receive a system generated mail confirming their registration in their e-mail which has been provided during filling the registration form. In case of any clarification, vendors may contact RBI / MSTC before the scheduled time of the e-tender.

### **Contact Persons (RBI - During Office Hours only):**

1. Shri. Sabu Antony, AGM (Tech-Civil), Estate Department  
755-2519570 / (estatebhopal@rbi.org.in)
2. Shri. Shrikant Satish Sharma, Manager, Estate Department  
755-2519598 / (estatebhopal@rbi.org.in)
3. Smt. Pratiba Bais, Assistant Manager, Estate Department  
755-2519569 / (estatebhopal@rbi.org.in)

### **Contact Persons (MSTC Ltd):**

Contact person (MSTC Ltd): For system related technical assistance: MSTC IVRS Helpdesk number: 07969066600. After system settings please download 'Bidding Guide' for better understanding the bid submission process MSTC Bhopal Office numbers: 0755-2552241, 2593772, 2593775, 2593776; Mr. Neeraj Mathur, Manager, Mob. 8871111473, e-mail: bplopn4@mstcindia.in, mstcbpl@mstcindia.in

## **B) System Requirements:**

- i) Windows 7 or above Operating System.
- ii) IE-7 and above Internet browser.
- iii) Signing type Digital Signature.
- iv) Latest updated JRE 8 (x86 offline) software to be downloaded and installed in the system.

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

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

Other Settings:

- Tools => Internet Options => General => Click on Settings under 'browsing history / Delete Browsing History' => Temporary Internet Files => Activate 'Every time I Visit the Webpage'.

To enable ALL active X controls and disable 'use pop up blocker' under Tools => Internet Options => custom level (Please run IE settings from the page [www.mstcecommerce.com](http://www.mstcecommerce.com) once)

The 'Techno-Commercial Bid' and the 'Price Bid' shall have to be submitted online at <https://www.mstcecommerce.com/eprocn/>. Tenders will be opened electronically on specified date and time as given in the tender.

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

## **Special Note towards Transaction fee:**

The vendors shall pay the transaction fee using '**Transaction Fee Payment**' link under 'My Menu' in the vendor login. The vendors must select the 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. **Transaction fee is non-refundable.** A vendor will not have the access to online e-tender without making the payment towards transaction fee.

**Note**

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

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

E-tender cannot be accessed after the due date and time mentioned in NIT.

**Bidding in e-tender:**

a) **Earnest Money Deposit (EMD)** for a sum of 12,919/- (Twelve thousand nine hundred and nineteen only) shall be remitted by all the intending bidders, except those having MSE (Micro and Small Enterprises only) Udyam Registration Number (Udyog Aadhar Memorandum Number), who are exempted from submission of the EMD at the time of bidding [such bidders must submit their MSE (Micro and Small Enterprises only) registration certificate at the time of submission of their bid (Part I) for claiming exemption of EMD. Failure to do so will disqualify themselves from participating in the bid], on or before **10:00 Hrs on January 19, 2026**, to the bank account of Reserve Bank of India, Bhopal, by NEFT. The account details for NEFT transactions are as follows:

**Beneficiary Name: RBI BHOPAL**

**IFSC: RBIS0BLPA01 (0 refers to Zero)**

**Beneficiary account No: 186003001**

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

The bidders are also advised to send the proof of remittance with transaction number (scanned copy) to [estatebhupal@rbi.org.in](mailto:estatebhupal@rbi.org.in).

The bidders may also remit the Earnest Money Deposit (EMD) in the form of an account payee Demand Draft (DD), drawn from a scheduled commercial bank, in favour of the Reserve Bank of India, Bhopal and payable at Bhopal or an irrevocable Bank Guarantee issued by a scheduled commercial bank, as per the proforma provided as Annexure - II, which shall be submitted to the Bank before **10:00 hrs on January 19, 2026**.

EMD will be interest free and will be returned to unsuccessful bidders after issuing supply order to the L-1 bidder and EMD of L-1 / successful bidder will be returned after supplying, assembling and placing the fire extinguishers in positions.

- b) The process involves Electronic Bidding for submission of 'Techno-Commercial Bid' and 'Price Bid'.
- c) The vendor(s) who have submitted transaction fee can only submit their Bids through internet in MSTC website [www.mstcecommerce.com](http://www.mstcecommerce.com) => e-procurement => PSU / Govt. depts => Login under RBI => My menu => Auction Floor Manager => live event => Selection of the live event.
- d) The vendor should have running JAVA application. This exercise has to be done immediately after opening of Bid floor. Then they have to fill up Common terms / Commercial specifications and save the same. After that, they should click on the 'Techno-Commercial Bid'. If this JAVA application does not run, then the vendor will not be able to save / submit his 'Techno-Commercial Bid'.
- e) After filling the 'Techno Commercial Bid', vendors must click 'save' for recording the same. Once the 'Price Bid' link becomes active and the details are filled up, vendors have to click on "save" to record the 'Price Bid'. After both the 'Techno-Commercial Bid' & 'Price Bid' have been saved, vendor must click on the "Final submission" button to register the bids.
- f) Pages of Part I (Techno-Commercial Bids) of the tender where details shall be filled in and signed, shall be downloaded from the uploaded tender documents, details filled in, signed and uploaded. Vendors are instructed to use 'Attach Doc' button to upload documents. Multiple documents can be uploaded.
- g) In all cases, vendors are advised to use their own ID and Password along with Digital Signature at the time of submission of their bids.
- h) During the entire e-tender process, the vendors will remain completely anonymous to one another and also to everybody else.
- i) The e-tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.
- j) All electronic bids submitted during the e-tender process shall be legally binding on the vendor. Any bid will be considered as the valid bid offered by that vendor and acceptance of the same by the 'Buyer' will form a binding contract between 'Buyer' and the 'Vendor' for execution of the work.

k) It is mandatory that all the bids are submitted with Digital Signature Certificate otherwise the same will not be accepted by the system.

l) 'Buyer' reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part, without assigning any reason thereof.

**No deviation of the terms and conditions of the tender document is acceptable after opening of Part I of the tender.** Submission of bid in the e-tender floor by any vendor confirms his acceptance of terms & conditions for the tender. Any order resulting from this tender shall be governed by the terms and conditions mentioned therein. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reasons thereof.

Vendors are requested to read the vendor guide and see the video in the page <https://www.mstcecommerce.com/eprocn/> to familiarize them with the system before bidding.

**Vendors are requested to quote rates including applicable G.S.T. Thus, the final total amount shown in the system including G.S.T will be the final bid amount. No change in quoted rates will be accepted after opening of the tender.**

## 2 Form of tender

To

**Ms. Rekha Chandanaveli  
Regional Director  
Reserve Bank of India  
Estate Department  
Bhopal, Madhya Pradesh - 462011.**

Madam,

Having examined the specifications, designs and Schedule of Quantities relating to the supply of item, specified in the memorandum hereinafter set out and having visited and examined the site of supply, specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I / We hereby offer to supply, and place in positions, the fire extinguishers specified in the said memorandum within the time specified at the rates mentioned in the attached Schedule of Quantities, specifications, and in accordance, in all respects, with the specifications, Designs, Photos / Drawings (if any) and instructions in writing referred to in Articles of Agreement, Special Conditions, Schedule of Quantities and General Conditions of Contract, Annexures 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)	Name of the work:	<b>Supply and Installation of Fire Extinguishers at Reserve Bank of India (RBI)'s Main Office Building (MOB), Bhopal, Madhya Pradesh - 462011.</b>
(b)	Estimated cost of the work:	₹ 6,45,932/- (including GST) and a rebate (buy-back / scrap value) of ₹ 4,100/- for taking away the old fire extinguishers in as is where is conditions, from the Bank's Main Office Premises.
(c)	Earnest Money Deposit (EMD):	₹ 12,919/- shall be remitted by all the intending bidders, except those having MSE (Micro and Small Enterprises only) Udyam Registration Number (Udyog Aadhar Memorandum Number), who are exempted from submission of the EMD at the time of bidding [such bidders must submit their MSE (Micro and Small Enterprises only) registration certificate at the time of submission of their bid (Part I) for claiming exemption of EMD. [Failure to do so

		will disqualify themselves from participating in the bid], on or before 10:00 Hrs on January 19, 2026.
(d)	Date of commencement:	Within 10 days from the date of issue of written supply order.
(e)	Time for completion of the supply:	21 Days, which shall be reckoned from the 10th day of issue of written supply order.
(f)	Liquidated Damages (LD) for delay in completion of the work, beyond the stipulated time:	0.25 % of the 'Contract Amount' per week, subject to a ceiling of 10% of the 'Contract Amount'.
(g)	Defects Liability Period (DLP):	One year from the date of supply, assembling and placing in position of all the fire extinguishers.

2. I / We also agree that our tender will remain valid for acceptance by the Bank for 90 days, from the date of opening of Part - I of the tender and this period of validity may be extended for such period as may be mutually agreed between the Bank and me / us in writing. I / We also agree to keep the bank guarantee towards Earnest Money Deposit (EMD), valid during the entire period of validity of tender, as per enclosed proforma.

3. Should this Tender be accepted, I / We hereby agree to abide by and fulfil all the terms and conditions of the Tender and in the event of any default thereof, to forfeit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the conditions contained in the tender document 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. We have deposited a sum of ₹ 12,919/- (Twelve thousand nine hundred and nineteen only), as Earnest Money Deposit (EMD) with Reserve Bank of India, Bhopal which amount is not to bear any interest or submitted my / our MSE (Micro and Small Enterprises only) registration certificate along with our bid (Part I). Should we fail to execute the contract when called upon to do so, we do hereby agree that this sum shall be forfeited by us to the Reserve Bank of India.

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

### **3 Articles of Agreement.**

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

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

जबकि नियोक्ता, "भारतीय रिज़र्व बैंक भोपाल में अग्निशामक यंत्र की आपूर्ति एवं इंस्टॉलेशन से संबन्धित कार्य" करवाने का इच्छुक है और उसने निर्धारित कार्य की ड्राइंग, विशिष्टताओं और परिमाणों की सूची आमंत्रित की है। तथा जबकि संख्या \_\_\_\_\_ से, ..... तक की उक्त ड्राइंग, विशिष्टताओं, और परिमाणों की सूची के संबंध में पार्टीयों या उनकी ओर से हस्ताक्षर किए गए हैं।

WHEREAS the Employer is desirous of taking up the "**Supply and Installation of Fire Extinguishers at Reserve Bank of India (RBI) Bhopal, Madhya Pradesh- 462011**", (hereinafter called 'the said work') and has caused drawings, specifications and schedule of quantities describing the work to be done. AND WHEREAS the said drawings from Numbers \_\_\_\_\_ to \_\_\_\_\_, the specifications, and the schedule of quantities have been signed by or on behalf of the parties hereto.

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

AND WHEREAS the Contractor has agreed to execute upon the subject work to the conditions set forth herein and to the conditions set forth in the special conditions and in the schedule of quantities and conditions of Contract as modified and finally accepted by both the parties ( all of which are collectively hereinafter referred to as "the said Conditions") the works 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').

अब दोनों पक्ष पारस्परिक रूप से इस पर निम्नानुसार सहमत हैं :

NOW IT IS HEREBY AGREED AS FOLLOWS:

उक्त संविदा के संबंध में भुगतान समय पर और संविदा की उक्त शर्तों के अनुसार किया जाना है, ठेकेदार उक्त शर्तों के अधीन ड्राइंग में दर्शाए गए और उक्त विशिष्टाओं तथा परिमाणों की अनुसूची में वर्णित कार्य को निष्पादित करेगा और पूरा करेगा।

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

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

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

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

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

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

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

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

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

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

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

2.6. यह संविदा न तो एक निश्चित एकमुश्त संविदा है और न ही कार्य का एक हिस्सा है, बल्कि यह “**भारतीय रिज़र्व बैंक भोपाल में अग्निशामक यंत्र की आपूर्ति एवं इंस्टॉलेशन से संबंधित कार्य**” हेतु एक संविदा है, जिसके लिए दर अनुसूची में निहित दरों/ राशि और संभाव्य मात्रा अथवा उक्त शर्तों में प्रदत मात्रा के अनुरूप भुगतान किया जाएगा।

This Contract is neither a fixed lump sum contract nor a piece work but is a contract to carry out the work in respect of provision of “**Supply of Fire Extinguishers at Reserve Bank of India (RBI) Bhopal, Madhya Pradesh – 462011**”, to be paid for at the rates / amount contained in the Schedule of Rates and Probable Quantities or as provided in the Said Conditions.

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

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

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

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

2.9 समय को इस अनुबंध का सार माना जाएगा और ठेकेदार उक्त शर्तों के अनुसार कार्य आदेश/स्वीकृति पत्र जारी होने की तारीख से 10 दिनों के भीतर काम शुरू करने के लिए सहमत है और कार्य आदेश जारी होने के 10वें दिन से **21 दिनों** के भीतर पूरा काम पूरा करेगा, फिर भी ऐसे फॉर्म (यानी समझौते के विलेख के माध्यम से या पत्रों/ईमेल के आदान-प्रदान द्वारा) द्वारा लिखित रूप में समय के विस्तार के प्रावधानों के अधीन, जैसा कि

पार्टियों द्वारा पारस्परिक रूप से तय किया जा सकता है, ऐसा न करने पर नियोक्ता उक्त शर्तों के अनुसार निश्चित हर्जना वसूलने का हकदार होगा।

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

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

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

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

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

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

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

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

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

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

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

2.14 परिनिर्धारित हर्जना: “समय” को इस ठेके का मूल आधार समझा जाएगा। आपूर्ति आदेश जारी होने के 10वें दिन से **21 दिनों** के भीतर संपूर्ण किया जाना है, जिसमें विफल होने पर निर्धारित अवधि के पश्चात स्वीकृत निविदा राशि के **%0.25** प्रति सप्ताह की दर से परिनिर्धारित हर्जना लगाया जाएगा, जिसकी ऊपरी सीमा अनुबंध

राशि का 10% होगी। किसी भी खंडित अवधि के विलंब को एक सप्ताह के विलंब के रूप में माना जाएगा और तदनुसार परिनिर्धारित हरजाना लगाया जाएगा।

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

2.15 जिएफआर 2017 के नियम 144 (xi) का प्रावधान: सार्वजनिक खरीद प्रभाग, व्यविधान, वित्त मंत्रालय, भारत सरकार द्वारा जारी 23 जुलाई, 2020 के कार्यालय ज्ञापन (ओएम) एफ.सं.6/18/2019-पीपीडी के तहत शामिल किए गए 2017 के नियम 144 (xi) के अनुपालन स्वरूप जारी सार्वजनिक खरीद आदेश, और उसके बाद के संशोधन अनिवार्य रूप से लागू होंगे।

इस संबंध में, बोलीदाता अनुबंध-III में दिए गए प्रारूप में अधिकृत हस्ताक्षरकर्ता द्वारा अपने पत्र-शीर्ष पर मुहर सहित विधिवत हस्ताक्षरित वचनबद्धता/घोषणा/प्रमाण पत्र की एक प्रति प्रस्तुत करेगा। यदि बोलीदाता द्वारा जमा किया गया वचनबद्धता/घोषणा/प्रमाण पत्र गलत पाया जाता है, तो उसका/उसकी/निविदा/कार्य आदेश तत्काल समाप्त कर दिया जाएगा, और बयाना राशि/प्रदर्शन बैंक गारंटी/प्रतिभूति जमा राशि को जब्त करने सहित विधि सम्मत कानूनी कार्रवाई की जाएगी और बैंक भविष्य में बैंक द्वारा आमंत्रित निविदाओं में भाग लेने से बोलीदाता को वंचित कर सकता है।

**Provision of Rule 144 (xi) of the GFR 2017:** Compliance with the Rule 144 (xi) of GFR 2017 inserted vide Office Memorandum (OM) F.No.6/18/2019-PPD dated July 23, 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India, the Public Procurement Orders issued in furtherance thereto, and their subsequent revisions shall be mandatory.

In this regard, Bidder shall submit a copy of Undertaking / Declaration / Certificate on their letter head duly sealed and signed by the authorized signatory in the format given at Annexure -III. If the Undertaking / Declaration / Certificate submitted by the bidder is found to be false, his/her/its tender / work order will be immediately terminated, and legal action in accordance with law including forfeiting of Earnest Money Deposit / Performance Bank Guarantee / Security Deposit may be initiated and the Bank may also debar the bidder from participating in the tenders invited by the Bank in future.

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

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

करने का हकदार होगा। इस करार के अधीन गोपनीय जानकारी का प्रकटीकरण न किए जाने के दायित्व को सुनिश्चित करने के लिए संविदाकार अपने कर्मचारियों के संबंध में सभी उचित कार्रवाई करेगा। प्रकटीकरण न करने और गोपनीयता के संबंध में ठेकेदार का दायित्व इस करार के समाप्त होने या किसी भी कारण से समाप्त किए जाने तक बना रहेगा।

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

## 2.17. यौन उत्पीड़न खंड Sexual harassment Clause:

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

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

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

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

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

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

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

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

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

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

### **2.18. अप्रत्याशित घटना Force Majeure:**

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

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

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

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

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

I \_\_\_\_\_ that the work of \_\_\_\_\_ awarded to me. I undertake to actually pay wages to all labourers of all description to be engaged by me for completion of \_\_\_\_\_ work awarded to me at the rate which is not less than the one prescribed under Minimum Wages Act 1948 and to ensure compliance to the provisions of CLRA

Act 1970 and also keep the Principle Employer indemnified against all the actions that may be initiated against the Principle Employer by the Statutory Authorities for his failure to pay such wages and for failure to comply with the provisions of CLRA Act 1970. I shall keep and maintain all necessary documents/records for inspection of Government authorities/Bank's officials from time to time.

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

1. यदि यह निर्धारित किया जाता है कि बोलीदाता ने सत्यनिष्ठा संहिता के उल्लंघन में निम्नलिखित कार्य या चूक की है:
  - a. एक खरीद प्रक्रिया में अनुचित लाभ या अन्यथा खरीद प्रक्रिया को प्रभावित करने के बदले प्रत्यक्ष या अप्रत्यक्ष रूप से प्रस्ताव, याचना या रिश्वत, इनाम या उपहार या किसी भी भौतिक लाभ की स्वीकृति।
  - b. कोई भी चूक या गलत बयानी जो गुमराह कर सकती है या गुमराह करने का प्रयास कर सकती है ताकि वित्तीय या अन्य लाभ प्राप्त किया जा सके, या किसी दायित्व से बचा जा सके।
  - c. किसी भी मिलीभगत, बोली में हेराफेरी या प्रतिस्पर्धा-विरोधी व्यवहार जो पारदर्शिता, निष्पक्षता और खरीद प्रक्रिया की प्रगति को बाधित कर सकता है।
  - d. खरीद प्रक्रिया में या व्यक्तिगत लाभ के लिए अनुचित लाभ प्राप्त करने के इरादे से खरीदकर्ता इकाई द्वारा बोलीदाता को प्रदान की गई जानकारी का अनुचित उपयोग।
  - e. निविदा या अनुबंध की निष्पादन प्रक्रिया से संबंधित बोलीदाता और खरीद इकाई के किसी भी अधिकारी के बीच कोई वित्तीय या व्यावसायिक लेनदेन, जो प्रत्यक्ष या अप्रत्यक्ष रूप से खरीद इकाई के निर्णय को प्रभावित कर सकता है।
  - f. खरीद प्रक्रिया को प्रभावित करने के लिए प्रत्यक्ष या अप्रत्यक्ष रूप से, किसी भी हिस्से या उसकी संपत्ति को नुकसान पहुंचाने या नुकसान पहुंचाने के लिए कोई जबरदस्ती या कोई खतरा।
  - g. खरीद प्रक्रिया की किसी भी जांच या लेखा परीक्षा में बाधा।
  - h. किसी निविदा प्रक्रिया में भाग लेने या अनुबंध सुरक्षित करने के लिए झूठी घोषणा करना या झूठी जानकारी प्रदान करना।
  - i. हितों के टकराव का खुलासा करने में विफल
  - j. पिछले तीन वर्षों के दौरान भारत या किसी अन्य देश में किसी भी सार्वजनिक संस्थान / संस्था के साथ उपर्युक्त (i) के प्रावधानों के संबंध में किए गए किसी भी पिछले उल्लंघन का खुलासा करने में विफल रहा या किसी सार्वजनिक खरीद संस्थान / संस्था द्वारा प्रतिबंधित किया गया।
2. सत्यनिष्ठा संहिता के उल्लंघन के अलावा बोलीदाता द्वारा किसी भी कार्रवाई या चूक के लिए, जो बैंक की राय में घटिया सामग्री की आपूर्ति, सामग्री की गैर-आपूर्ति, कार्यों का परित्याग, - कार्यों की मानक गुणवत्ता, निविदा की शर्तों का पालन करने में विफलता आदि।
3. यदि बोलीदाता को किसी अपराध का दोषी ठहराया गया है - (ए) भ्रष्टाचार निवारण अधिनियम, 1988 के तहत; या (बी) सार्वजनिक खरीद अनुबंध के निष्पादन के हिस्से के रूप में जीवन या संपत्ति के किसी भी नुकसान या सार्वजनिक स्वास्थ्य के लिए खतरा पैदा करने के लिए भारतीय दंड संहिता या किसी भी समय लागू कोई अन्य कानून।

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

1. If it is determined that the bidder has committed the following acts or omissions in contravention of the code of integrity:

- a. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
- c. any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- f. any coercion or any threat to impair or harm directly or indirectly, any part or its property to influence the procurement process.
- g. obstruction of any investigation or auditing of a procurement process.
- h. making false declaration or providing false information for participation in a tender process or to secure a contract.
- i. failed to disclose conflict of interest.
- j. failed to disclose any previous transgressions made in respect of the provisions of sub clause with any public institution / entity in India or any other country during the last three years or of being debarred by any public procuring institution / entity.

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

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

**2.21 दोष दायित्व अवधि के दौरान जुर्माना - ₹500/- प्रति दिन, यदि सूचना के 02 कार्यादिवस के भीतर दोष को ठीक करने का कार्य शुरू नहीं किया जाता है, अधिकतम ₹5000/- प्रति घटना।**

**Penalty during Defect Liability Period** – ₹ 500/- per day, if work for rectification of defect is not started within 02 working days of intimation subject to maximum of ₹ 5,000/- per instance.

## **2.22 मध्यस्थता द्वारा विवाद का निपटारा**

किसी भी प्रकार के सभी विवाद और मतभेद, जो अनुबंध या कार्य के निष्पादन के संबंध में या के संबंध में उत्पन्न होते हैं (चाहे कार्यों की प्रगति के दौरान या उनके पूरा होने के बाद और अनुबंध के परित्याग या उल्लंघन के निर्धारण से पहले या बाद में) बैंक द्वारा संदर्भित और तय किया जाएगा जो लिखित रूप में अपना निर्णय बताएगा। ऐसा निर्णय अंतिम प्रमाणपत्र या अन्यथा के रूप में हो सकता है। किसी भी अपेक्षित मामले के संबंध में बैंक का निर्णय अंतिम होगा और अपील के बिना जैसा कि उसमें कहा गया है। लेकिन यदि ठेकेदार किसी भी मामले पर असंतुष्ट है, जिस पर बैंक द्वारा उपरोक्त निर्णय लिया जाता है, तो किसी भी अपेक्षित मामले को छोड़कर, ठेकेदार ऐसे निर्णय की सूचना प्राप्त करने के 28 दिनों के भीतर दूसरे पक्ष को एक लिखित नोटिस दे सकता है, जिसमें

यह अपेक्षा की जाती है कि विवादित मामलों में मध्यस्थता की जाए। इस तरह की लिखित सूचना में उन मामलों को निर्दिष्ट किया जाएगा, जो विवाद या मतभेद में हैं, जिसके लिए ऐसी लिखित सूचना दी गई है। यदि दोनों पक्ष सहमत होते हैं, तो इस उद्देश्य के लिए एक ही मध्यस्थ नियुक्त किया जाएगा। यदि एकल मध्यस्थ की नियुक्ति पर कोई समझौता नहीं हो पाता है, तो दोनों पक्ष अपनी ओर से एक-एक व्यक्ति को मध्यस्थ के रूप में नामित करेंगे। पार्टियों द्वारा नामित दो मध्यस्थ तीसरे मध्यस्थ के रूप में कार्य करने के लिए एक और व्यक्ति को नामित करेंगे।

मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, के पास किसी भी प्रमाण पत्र, राय, निर्णय, मांग या नोटिस को खोलने, समीक्षा करने और संशोधित करने की शक्ति होगी, अपवादित मामलों के संबंध में छोड़कर, पूर्ववर्ती खंड में संदर्भित, और निर्धारित करने के लिए विवाद के सभी मामले जो मध्यस्थता के लिए प्रस्तुत किए जाएंगे और जिनमें से पूर्वोक्त के रूप में नोटिस दिया जाएगा। मध्यस्थ या मध्यस्थ, जैसा भी मामला हो, एक वर्ष के भीतर अपना निर्णय देगा (या ऐसा आगे बढ़ाया गया समय जैसा कि उसके द्वारा तय किया जा सकता है या पार्टियों की सहमति से मामला हो सकता है) की तारीख से संदर्भ में प्रवेश। यदि मध्यस्थता की कार्रवाई के दौरान पक्ष परस्पर अपने विवाद या मतभेद को सुलझा लेते हैं या समझौता कर लेते हैं, तो पार्टियों द्वारा समझौते या समझौते का संयुक्त ज्ञापन दाखिल करने पर, मध्यस्थ या मध्यस्थों, जैसा भी मामला हो, इस तरह के समझौते के संदर्भ में एक निर्णय देगा। या समझौता।

इस तरह के किसी भी संदर्भ पर, संदर्भ और पुरस्कार के लिए आकस्मिक लागत पर निर्णय क्रमशः मध्यस्थ या मध्यस्थों के विवेक पर होगा, जो उस राशि का निर्धारण कर सकते हैं या पार्टी के बीच उस पर कर लगाने का निर्देश दे सकते हैं। और पार्टी, और किसके द्वारा और किसके द्वारा और किस तरीके से वहन और भुगतान किया जाएगा। इस निवेदन को भारतीय मध्यस्थता और सुलह अधिनियम, 1996 या उसके किसी भी वैधानिक संशोधन के अर्थ के भीतर मध्यस्थता के लिए प्रस्तुत करना माना जाएगा।

मध्यस्थ या मध्यस्थों का निर्णय, जैसा भी मामला हो, अंतिम और पार्टियों के लिए बाध्यकारी होगा। यह सहमति है कि ठेकेदार ऐसे किसी भी मामले, प्रश्न या विवाद को मध्यस्थता के लिए भेजे जाने के कारण कार्यों को पूरा करने में देरी नहीं करेगा, लेकिन सभी उचित परिश्रम के साथ कार्यों को आगे बढ़ाएगा और मध्यस्थ या मध्यस्थों के निर्णय तक करेगा, जैसा भी मामला हो, दिया जाता है, बैंक के निर्णय का पालन करें। मध्यस्थ या मध्यस्थों का कोई भी निर्णय, जैसा भी मामला हो, ठेकेदार को कार्यों के वास्तविक निष्पादन के संबंध में बैंक के निर्देशों का सख्ती से पालन करने के अपने दायित्वों से मुक्त नहीं करेगा। नियोक्ता और ठेकेदार इस बात से भी सहमत हैं कि इस खंड के तहत मध्यस्थता अनुबंध के तहत कार्रवाई के किसी भी अधिकार के लिए एक पूर्व शर्त होगी। मध्यस्थता का स्थान भोपाल, भारत होगा।

### **Settlement of dispute by Arbitration**

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

nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to function as third arbitrator.

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

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

Upon any such reference, the decision on the cost incidental to the reference and Award respectively shall be in the discretion of the Arbitrator or Arbitrators as the case may be, who may determine the amount thereof or direct the same to be taxed as between the party and party, and shall direct by whom and to whom and in what manner the same shall be borne and paid. This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof.

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

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

यदि ठेकेदार एक कंपनी हो  If the Contractor is a company	गवाह जिनकी मौजूदगी में ऊपर उल्लिखित दिनांक और वर्ष को इस करार को निष्पादित करने हेतु नियोक्ता और ठेकेदार दोनों ने अपने विधिवत प्राधिकृत अधिकारियों के माध्यम से मुहर सहित हस्ताक्षर किया है तथा इसे दो प्रतियों में तैयार किया गया है।  IN WITNESS WHEREOF the Employer has set its hands to these presents through its duly authorized official and the Contractor has caused its common seal to be affixed hereunto and the said two duplicates / has caused these presents and the said two duplicates hereof to be executed on its behalf, the day and year first hereinabove written.
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### हस्ताक्षर खंड

#### Signature Clause:

भारतीय रिजर्व बैंक की ओर से निम्नलिखित द्वारा हस्ताक्षर और सुपुर्द किया गया।

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

.....  
(नाम और पदनाम)/(Name and designation)  
.....

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

(1)

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

(2)

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

द्वारा हस्ताक्षरित और सुपुर्द SIGNED AND DELIVERED BY

यदि पार्टी साझेदारी फर्म या एक व्यक्ति है तो सभी साझेदारों द्वारा या उन सभी की ओर से हस्ताक्षरित किया जाना चाहिए  
**If the party is a partnership firm or an Individual should be signed by all or on behalf of all the Partners**

निम्न की उपस्थिति में In the presence of:

(1)

पता/Address: -----

(गवाह/Witness)

(2)

पता/Address: -----

(गवाह/Witness)

**नोट Note:**

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

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

#### **4 Instructions to Bidders.**

E-tenders comprising duly filled in Part I (Techno-Commercial Bid) and Part II (Price Bid) of the tender should be uploaded in MSTC website under RBI Portal for the work of **“Supply and Installation of Fire Extinguishers at Reserve Bank of India (RBI) Bhopal, Madhya Pradesh – 462011”** not later than **10.00 Hrs on January 19, 2026.**

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

Type of the bidders:	The bidders should be the <b>Original Equipment Manufacturers or Authorised Dealers of the Original Equipment Manufacturers</b> of the makes & models of fire extinguishers specified herein. Bidders shall upload documentary evidence in support of this Pre-Qualification Criterion, along with Part I (Techno-commercial bid) of the tender.
Composition of the firm / organization:	Details of registration of the firm / organisation - whether Sole Proprietorship / Partnership Firm / Private Limited / Limited or Co-operative Body etc. - Name of the Registering Authority, Date, and Registration number, certificate from OEM etc.
	The Bidder should have <b>valid Goods and Service Tax registration.</b>
Experience:	The bidder should have an <b>experience of at least 5 years in supplying of fire extinguishers / Dealership of Original Equipment Manufacturers</b> of the makes & models of fire extinguishers specified herein. Bidders shall upload documentary evidence in support of this Pre-Qualification Criterion ( <b>minimum experience of 5 years, prior to December 01, 2025</b> ), along with Part I (Techno-commercial bid) of the tender.
Minimum value of each successfully completed supply, during specified period:	<p>The bidders should have successfully completed supply of fire extinguishers, during the last 5 years ending November 30, 2025, from December 01, 2020, having value not less than any one of the following:</p> <p>i) <b>Three</b> successfully completed supplies, each costing not less than <b>₹ 2.58 lakh.</b> Or</p> <p>ii) <b>Two</b> successfully completed supplies, each costing not less than <b>₹ 3.23 lakh</b> Or</p>

	<p><b>iii) One successfully completed supply, each costing not less than ₹ 5.16 lakh.</b></p> <p>Bidders shall upload documentary evidence in support of this Pre-Qualification Criterion, along with Part I (Techno-commercial bid) of the tender.</p>
Annual financial turnover:	Bidders should have an annual financial turnover of not less than ₹ <b>6.46 lakh</b> per year, during the last 3 consecutive Financial Years, ending <b>on 31<sup>st</sup> March 2025</b> . Bidders shall upload documentary evidence [copies of Balance Sheets, duly audited by a Chartered Accountant (CA), certified by The Institute of Chartered Accountants of India (ICAI), with Unique Document Identification Number (UDIN)], in support of this Pre-Qualification criterion, along with Part I (Techno-commercial bid) of the tender.
Local service setup:	The bidders should have a service set up in Bhopal for rendering after sales service. Bidders shall upload documentary evidence (copies of registration certificate, electricity bills, Telephone (landline) bills, rental agreements etc.in name of the firm), in support of this Pre-Qualification criterion, along with Part I (Techno-commercial bid) of the tender.
Banker's certificate:	The bidders shall upload their bankers' certificate, as per the proforma provided as Annex-IV herein below. Such certificate(s) shall be addressed to the tender inviting authority of the Reserve Bank of India and shall be uploaded along with Part I (Techno-commercial bid) of the tender.

1. The Bank discourages stipulation of any additional condition(s) by the bidders. However, in case the bidders wish to include any condition(s) / clarification(s), it shall be addressed as a special remark. The clarification(s) / condition(s) etc., if any will be examined separately and after discussions with all the bidders, the condition(s) that are acceptable to the Bank will be intimated to the bidders.
2. Part I (Techno-commercial bid) of the tender will be opened **at 11:30 hrs on January 19, 2026**. After due scrutiny of Part-I (Techno-commercial bid) of the bids by the Bank, Part II (Price bid) of those bidders fulfilling the 'Pre-Qualification Criteria' stipulated herein and found to be eligible by the Bank to participate in the bidding process, will be opened on a subsequent date, which will be intimated to those eligible bidders, only by e-mail.
3. Bids shall remain valid for acceptance by the Bank for a period of 03 (three) months, from the date of opening of Part I of the tender, which period may be extended by mutual agreement and the bidders shall not cancel or withdraw their bids during this period.

4. Digital Signatures may be used to submit the bids in token of the bidder's acquaintance with the General Conditions of Contract, Specifications, Special Conditions etc., as laid down.
5. If any of the required document is missing, the tender may be considered invalid by the Bank at its discretion. No advice of any change in rate or conditions after opening of the tender will be entertained.
6. The vendors shall pay the transaction fee vide the procedures listed in **Annexure I - 'Guidelines for e-procurement'**.
7. Transaction fee is non-refundable. A vendor will not have the access to the online e-tender, without making the payment towards transaction fee.
8. **Earnest Money Deposit (EMD):** (i) ₹ 12,919/- (Twelve thousand nine hundred and nineteen only), **shall be remitted by all the intending bidders, except those having MSE (Micro and Small Enterprises only) Udyam Registration Number (Udyog Aadhar Memorandum Number), who are exempted from submission of the EMD at the time of bidding [such bidders must submit their MSE (Micro and Small Enterprises only) registration certificate at the time of submission of their bid (Part I) for claiming exemption of EMD. Failure to do so will disqualify themselves from participating in the bid], on or before 10:00 Hrs on January 19, 2026.** EMD received after the said date and time will not be considered.  
(ii) A tender which is not accompanied by Earnest Money Deposit (EMD) or vice-versa, shall be treated as non-responsive and will be summarily rejected by the Bank. Earnest Money Deposit (EMD), submitted by the unsuccessful bidders will be returned, without any interest, after issue of supply order to the successful bidder. Earnest Money Deposit (EMD) submitted by the successful bidder will be retained by the Bank as Security Deposit (SD) towards due fulfilment of the contractual obligations and shall be released without any interest after issue of 'Virtual Completion Certificate' by the Bank's Engineer for successful completion of the supply, installation and placing in positions of the fire extinguishers.
9. The Earnest Money Deposit (EMD) submitted by the successful bidder shall be forfeited in case she / he / they fail to supply, install and place in positions the fire extinguishers as per the work order, within the prescribed time limit.
10. The Reserve Bank of India does not bind itself to accept, the lowest or any tender and reserve to itself the right to accept or reject any or all the tenders, either in whole or in part, without assigning any reasons for doing so.
11. On receipt of intimation from the Bank about the acceptance of her / his / their bid, the successful bidder shall be bound to implement the contract and within 14 (fourteen) days thereof the successful bidder shall sign an agreement in

accordance with the draft 'Articles of Agreement' and the Schedule of Conditions provided herein, but the written acceptance of a tender by the Reserve Bank of India will constitute a binding contract between the Reserve Bank of India and the person so bidding, whether such formal agreement is or is not subsequently executed.

12. In case of a MSE vendor emerges as successful / L-1 (lowest bidder), the bidder shall submit the stipulated Earnest Money Deposit (EMD) at the time of award of work. This Earnest Money Deposit (EMD) submitted by the successful bidder will be retained by the Bank as Security Deposit (SD) towards due fulfilment of the contractual obligations and shall be released without any interest after issue of 'Virtual Completion Certificate' by the Bank's Engineer for successful completion of the supply, installation and placing in positions of the fire extinguishers.
13. In addition to the Earnest Money Deposit (EMD) submitted by the successful bidder, as per **Clause 8 & 12** herein above, as a further security, 5% of the value of the work done will be deducted as Retention Money (RM), from each payment to be made to the contractor by the Bank, which will not bear any interest. This Retention Money (RM) to be deducted from payments to be made to the contractor and the Earnest Money Deposit (EMD) submitted by the successful bidder together will be termed as 'Total Security Deposit'. On issue of a certificate of 'Virtual Completion' of the supply, assembling and placing in positions of the fire extinguishers, by the Bank's Engineer, the Earnest Money Deposit (EMD) portion of the 'Total Security Deposit' will be released by the Bank and balance portion of the 'Total Security Deposit', i.e., Retention Money (RM), will be released by the Bank after successful completion of the Defect Liability Period (DLP), including rectification of the defects observed during the Defects Liability Period (DLP). The amounts retained by the Employer shall not bear any interest.
14. All compensation or other sums of money payable by the Contractor to the Employer under the terms of this Contract may be deducted from the Security Deposit if the amount so permits and the Contractor shall, unless such deposit has become otherwise payable, within ten days after such deduction make good in cash the amount so deducted.
15. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the Contract whereupon the 'Total Security Deposit' shall stand forfeited to the Bank.
16. The Contractor shall make, supply, assemble and place the fire extinguishers in positions, strictly in accordance with details, specifications provided herein below and instructions of the Bank's Engineer.

17. A Schedule of Probable Quantities in respect of fire extinguishers to be supplied and specifications accompany these Instructions to Bidders. The Schedule of Probable Quantities is liable to alteration by omissions, deductions or additions at the discretion of the Bank. Each tender should contain not only the rates but also the value of each item of work entered in a separate column as mentioned in the MSTC Portal and all the items should be totalled to show the aggregate value of the entire tender.
18. The tenderer must obtain for herself / himself / themselves on her / his / their own responsibility and at her / his / their 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 photos / drawings (if any) and must inspect the site(s) of supply and acquaint herself / himself / themselves with all local conditions, means of access to the site(s) and all matters appertaining thereto.
19. The rate quoted shall be deemed to be for the made, assembled and placed in positions) fire extinguishers. The rate shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever.
20. **The rate in Part II shall be including applicable GST or any other taxes on fire extinguishers to be made, supplied, assembled and placed in positions. The total amount including G.S.T will be taken as the total Contract Value.** Each invoice / bill shall indicate amongst other things, the contractor's PAN and G.S.T Registration Number. The Contractor shall also produce to the Bank adequate proof of remittance of G.S.T within a reasonable time from remittance. The contract value will also be subject to TDS / TCS / TDS under GST / Withholding Tax / any other tax, as per statutes.
21. The Contractor should note that unless otherwise stated, the tender is strictly on item rate basis and attention is drawn to the fact that rate should be correct, workable and self-supporting. The quantity in the Schedule of Quantities is tentative and may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. The rate, being current ones, will not be eligible for price adjustment due to increase or decrease in prices of materials and labour rates as per escalation formula, if any, given in the tender.
22. Time allowed for making, supplying, assembling and placing the fire extinguishers in positions, as mentioned in the Memorandum shall be strictly observed by the Contractor and it shall be reckoned from the **10<sup>th</sup> day of the date of written supply order**, is issued.
23. The supply shall throughout the stipulated period of the contract be proceeded with all due diligence and if the Contractor fails to make, supply, assemble and place the fire extinguishers in positions, within the specified period, she / he / they shall

be liable to pay compensation as defined in Clause 27 of the General Conditions of the Contract.

24. The Contractor shall not be entitled to any compensation for any loss suffered by her / him / them on account of delays in making, supplying, assembling and placing the fire extinguishers in positions, whatever the cause of delays may be, including delays arising out of modifications to the quantity of supply. The Bank does not accept liability for any sum besides the Contract Amount, subject to such variations as are provided for herein.
25. The successful bidder is bound to make, supply, assemble and place the fire extinguishers in positions, including any additional quantity, if ordered by the Bank in writing at the same rates quoted by them while submitting the tenders. Schedule of instructions in respect of such additional quantities will be issued in writing by the Bank's Engineer.
26. The Contractor must bear in mind that the fire extinguishers shall be made, supplied, assembled and placed in positions, strictly in accordance with the Specifications made by the Bank's Engineer and provided herein below and no deviation on any account will be permitted.
27. The Contractor should make her / his / their own arrangement to obtain all materials required for making, supplying, assembling and placing the fire extinguishers in positions. The materials as far as procurable shall be first / premium quality conforming to relevant Indian standards.
28. The Contractor shall have to supply, assemble and place in positions, the fire extinguishers of the makes / manufacturers specified in the 'Approved Makes, Models & Brands of fire extinguishers contained in the e-tender clauses.
29. Electricity shall be provided free of cost for execution of the work at one point within the premises. Contractor shall make their own arrangements for conveying the same to the required locations. The contractor shall, however, take care to ensure that no undue wastage of electricity is caused. Necessary safety measures shall be taken by the contractor to avoid any mishap. The contractor shall be penalized by the Bank if any laxity on his part is observed in this matter.
30. The Contractor shall strictly comply with the provisions in the Safety & Fire Safety Codes annexed hereto, while working in the Bank's Premises.
31. IS Code numbers wherever mentioned in the tender shall be the latest version as on the date of opening of tenders.
32. Earnest Money Deposit (EMD) remitted by the successful bidder will be forfeited if she / he / they fail to comply with any conditions of the contract.

33. Errors, Omission and Descriptions: Between the description of the item in the General Specifications and the detailed descriptions in the Schedule of Quantities of the same item, the later shall be adopted.
34. Clarifications if any with respect to General Conditions, Special Conditions, Scope of work, specifications, (if any) or any other matter required for filling the tender shall be obtained from the Bank during working hours of the Bank, before submitting the tenders. Once a tender is submitted, the matter will be decided according to conditions in the tender in the absence of such authentic pre-clarification.
35. The contractor shall abide by and fulfil all requirements laid down under the Contract Labour (Regulation and Abolition) Act, 1970 and the rules framed thereunder. The contractor shall submit to the Bank the maximum number of workmen (labour) to be engaged on a single day for the job, to be done in the Bank's Premises. Any subsequent increase should be informed to the Bank without delay, if the number of labourers employed for the job are twenty or more, the contractor shall obtain the license from the Regional Labour Commissioner. The contractor should ensure payment of minimum wages to all his labourers / workmen staff employed by him. He shall submit a certificate to the effect that, He has actually paid all the dues of all the labourers of all designations / descriptions engaged by him for completion of the awarded job / work / project at the rate which is not less than that prescribed under Minimum Wages Act, 1948 and they have complied with the provisions of CLRA Act with regard to providing the essential amenities to the contract labour. Further, he may facilitate Bank's representative(s) to verify and certify the veracity of such certificate.
36. 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 while discharging its contractual obligations in connection with this agreement, to any third party and shall always hold the same in strictest confidence. The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out the obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous written consent of the Employer. The Contractor shall indemnify the Employer for any loss suffered by the Employer because of disclosure of any confidential information. Failure to observe the above shall be treated as breach of contract on the part of the Contractor and the Employer shall be entitled to claim damages and pursue legal remedies.  
The Contractor shall take all appropriate actions with respect to its employees to ensure that the obligations of non-disclosure of confidential information under this Agreement is fully satisfied.

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

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

b) Any complaint of sexual harassment from any aggrieved employee of the contractor against any employee of the Bank shall be taken cognizance of by the Regional Complaint Committee constituted by the Bank.

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

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

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

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

## **5 General Conditions of the Contract (GCC).**

### **5.1 The Conditions Hereinbefore referred to**

Interpretation of 1. In the contract (as hereinafter defined) constructing these  
Clauses Conditions, the specifications, Schedule of Quantities and  
Contract Agreement, the following words an expression shall  
have the meaning therein assigned to them except where the  
subject or context otherwise requires:

(a) 'Employer' Shall mean The Reserve Bank of India and shall include its assigns  
and successors.

(b) 'Contractor' in 'Contractor' shall mean .....  
the case of a and ..... partners in the name and style  
partnership firm of

.....  
..... and having a place of business at  
..... a  
nd shall include the partners for the time being of the said firm the  
legal representatives of a deceased partner.

In the case of 'Contractor' shall mean Shri .....  
Individual .....  
trading in the name and style of .....

.....  
.....  
..... and shall include its heirs, successors and legal  
representatives.

In the case of 'Contractor' shall mean .....  
company .....  
a company incorporated under .....  
19..... / 20..... and having its registered office at

.....  
..... and shall include his successors and assigns.

(c) 'Engineer' Shall means the person appointed by the Employer to act as  
Engineer for the purpose of the contract and named as such in the  
conditions.

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

(g) 'Net Prices'	If in arriving at the contract amount the Contractor shall have added to or deducted from the total of the items in the Tender any sum, either as a percentage or otherwise, then the net price of any item in the tender shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender as the price of that item a similar percentage or proportionate sum provided always that in determining the percentage or proportion of the sum so added or deducted by the Contractor the total amount of any Prime Cost items and provisional sums of money shall be deducted from the total amount of the tender. The expression "net rates" or "net prices" when used with reference to the contract or accounts shall be held to mean rates or prices so arrived at.
(h) 'The Works'	Shall mean " <b>Supply and Installation of Fire Extinguishers at Reserve Bank of India (RBI) Bhopal, Madhya Pradesh–462011</b> " as provided herein.

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

Scope of Contract	<p>The contractor shall make, supply, assemble and place the fire extinguishers in positions in every respect in accordance with this Contract and with the directions of and to the satisfaction of Bank's Engineer. The Bank's Engineer may in his absolute discretion and from time-to-time issue further drawings and / or written instructions, details directions and explanations which are hereafter collectively referred to as 'Bank's Instructions' regarding:</p> <p>The variation or modification of the design, quality or quantity of the fire extinguishers or the addition or omission or substitution the fire extinguishers.</p> <p>Any discrepancy in the Drawings (if any) or between the Schedule of Quantities and / or Drawings (if any) and / or Specification.</p> <p>The removal from the site of any material brought thereon by the Contractor and the substitution of any other material, therefore.</p> <p>The removal and replacement of any fire extinguishers supplied, assembled and placed in positions by the Contractor. The dismissal from the works of any persons employed thereupon.</p> <p>The opening up for inspection of any fire extinguishers supplied, assembled and placed in positions by the Contractor. The amending and making good of any defects under clause 21 thereof.</p>
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The Contractor shall forthwith comply with and duly execute any instructions of the Bank's Engineer's, provided always that the verbal instructions / directions and explanations given to the Contractor or her / his / their representative upon the works by the Bank's Engineer 's shall, if involving a variation, be confirmed in writing by the Contractor within seven days, and if not dissented from in writing within a further seven days by Bank's Engineer's such shall be deemed to be Bank's Engineer 's instructions within the scope of the Contract.

Variations to be approved by the Employer	3. The Contractor shall submit a statement of variations giving quantity and rates duly supported by analysis of rates, vouchers, etc. The rates on scrutiny and final acceptance by Employer shall form a supplementary tender. The Employer shall not be liable for payment of such variations until these statements are sanctioned by it.
Drawings, Schedule Quantities and Agreement	4. The Contract shall be executed in duplicate and the Bank's Engineer, the Employer and the Contractor shall be entitled to one executed copy of each for his use. The Contractor on the signing hereof shall be furnished by the Bank's Engineer free of cost one copy of each of the said Drawings (if any) and of the specification and one copy of all further Drawings (if any) issued during the progress of the works. Any further copies of such Drawings (if any) required by the Contractor shall be paid for by him. The contractor shall keep one copy of all Drawings (if any) on the works and the Bank's Engineer, or his representative shall at all reasonable times have access to the same. Before the issue of the final certificate to the Contractor he shall forthwith return to the Bank's Engineer all Drawings (if any) and Specifications.
Contractor to provide everything necessary at his cost	5. The contractor shall provide at his cost everything necessary for supplying, assembling and placing the fire extinguishers in positions, according to the intent and meaning of the specifications, photos / drawings etc. Schedule of quantities and specifications taken together with whether the same may or may not be particularly shown or described therein provided that the same can reasonably be inferred there from and it the contractor finds any discrepancy in the drawings (if any) or between the drawings (if any) schedule of quantities and specifications he shall immediately and in writing refer same to the Bank's Engineer who shall decide which is to be followed.

Authorities, notices and patents 6. This clause is not applicable to this tender.

Setting out of works. 7. This clause is not applicable to this tender.

Materials workmanship conform description & 8. All materials and workmanship shall so far as procurable be to of the respective kinds described in the Schedule of Quantities to and / or specifications and in accordance with the Bank's Engineer's instructions, and the contractor shall upon the request of the Bank's Engineer, furnish him with all invoices, accounts, receipts and other vouchers to prove that the materials comply therewith. The Contractor shall arrange for and / or carry out test of any materials, as per relevant IS code / other standard as standard provisions through a reputed laboratory prior to use in the work, if so desired by the Bank. The contractor shall arrange for manufactures' test certificate for any material which Bank may require from time to time before the execution using intended material.

Contractor's superintendence and representative on the works. 9. The Contractor shall give all necessary personal superintendence during the supply, assembling and placing the fire extinguishers in positions and as long thereafter as the Bank's Engineer may consider necessary until the expiry of the 'Defects Liability Period' stated in the Appendix hereto. The Contractor shall also during the whole time the supply, assembling and placing the fire extinguishers in positions are in progress employ a competent, qualified and experienced Engineer who shall be regularly in attendance at the site while the men are at work. Any directions explanation, instructions or notices given by the Bank's Engineer to such representative shall be held to be given to the contractor.

Dismissal of workmen. 10. The contractor shall on the advice of the Bank's Engineer immediately dismiss from the works any person employed thereon by him who may, in the opinion of the Bank's Engineer, be incompetent or misconduct himself and such persons shall not be again employed on the works without the permission of the Consultant.

Access to works 11. The Bank's Engineer and their respective representatives shall at all reasonable times have free access to the work and / or to the workshops, factories or other places where materials are lying or from which they are being obtained and the Contractor shall give every facility to the Bank's Engineer and their representatives necessary for inspections and

examination and test of the materials and workmanship. Person(s) not authorized by the Bank's Engineer, except the representatives of public authorities shall be allowed on the works at any time.

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

12. The term Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) shall mean the person employed by the Bank. The Contractor shall afford the Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.) every facility and assistance for inspecting the fire extinguishers and materials used for making them and for checking the factory / works and materials.

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

Assignment and Subletting

13. The supply and placing the fire extinguishers in positions, 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 Employers and no undertaking shall relieve the Contractor from the full and entire responsibility of the Contract or from active superintendence of the works during their progress.

Alterations, additions, omission etc.

14. No alteration, omission or variation shall vitiate this Contract but in case the Bank's Engineer thinks proper at any time during the progress of the supply, assembling and placing in positions of the fire extinguishers, to make any alterations in, or additions to, or omissions from, the scope of supply assembling and placing in positions or any alteration in the kind or quality of the materials to be used therein and shall give notice thereof in writing under its hand to the Contractor. The Contractor shall alter, add to, or omit from, as the case may be, in accordance with such notice, but the Contractor shall not do any alterations

or additions to or omissions from the scope of the supply or any deviation from any of the provisions of the Contract, Stipulation, Specification or Contract photos / Drawings (if any) without the previous consent in writing of the Bank's Engineer and the value of such extras, alterations, additions or omissions shall in all cases be determined by the Bank's Engineer, in accordance with the provisions of Clause 17 hereof, and the same shall be added to or deducted from the Contract Amount, as the case may be.

Schedule Quantities. of 15. The Schedule of Quantities, unless otherwise stated shall be deemed to have been prepared in accordance with the Standard Method of Measurement. Any error in description or in quantity or in omission of items from the Schedule of Quantities shall not vitiate this contract but shall be rectified and the value thereof, as ascertained under Clause 18 hereof, shall be added to, or deducted, from the Contract Amount (as the case may be) provided that no rectification of errors, if any, shall be allowed in the Contractor's Schedule of Rates.

Sufficiency Schedule quantities of 16. The Contractor shall be deemed to have satisfied himself of 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 matters and things necessary for the proper completion of the works.

Measurement works of 17. The Bank's Engineer may from time to time intimate to the Contractor and the Employer 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 the Bank's Engineer's representative or the Assistant Manager (Tech.) / Manager (Tech.) / Assistant General Manager (Tech.), in taking such measurements and calculations and to furnish all particulars or to give all assistance required by any of them. Should the Contractor not attend or neglect or omit to send such Agent then the measurement taken by the Bank's Engineer or some persons 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.  
The Contractor or his Agency may at the time of measurement take such notes and measurements as he may require.  
All authorized extra works, omissions and all variations made without the Bank's Engineer's knowledge, of subsequently

sanctioned by him in writing (with the prior approval in writing of the Employer) shall be included in such measurements.

Prices for extras etc. ascertainment of

18. The Contractor may, when authorized, and shall, when directed, in writing by the Bank's Engineer add to, omit from or vary the scope of supply shown upon the photos / drawings (if any), or described in the specifications, or included in the Schedule of quantities, but the Contractor shall make no addition, omission or variation without such authorization or direction. A verbal authority or direction by the Bank's Engineer shall, if confirmed by them in writing within seven days, be deemed to have been given in writing.

No claim for an extra shall be allowed unless it shall have been executed under provisions of Clause 6 hereof or by the authority of the Bank's Engineer 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.

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

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

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

a) 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 omissions 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 of price contained in the Priced Schedule of Quantities or tender or for any item of the works involves loss or expense beyond that reasonably contemplated by the Contractor or is by reason of such omission or addition rendered unreasonable or inapplicable, the Bank's Engineer shall fix such other rate or price as in the circumstances it shall think reasonable and proper 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 of the Priced Schedule of Quantities or, if

not so stated, then in accordance with the local day work rates and wages for the districts provided that in either case, vouchers specifying the daily time (and if required by the Bank's Engineer , the workman's names) and materials employed be delivered for verification to the Bank's Engineer or his representative at or before the end of the week following that in which the work has been executed.

The measurement and valuation in respect of the contract shall be completed within the 'Period of final measurements' stated in the Appendix or if not stated then within three months of the completion of the Contract works as defined in clause 22 hereof.

The Contractor should note that unless otherwise stated the tender is strictly on item rate basis and his attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the Schedule of Quantities indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the contract. The rates for all such items of work ,being current ones, will not be eligible for price adjustment due to increase or decrease in prices or materials and labour rates as per escalation formula, if any ,given in the tender .If any of the items of work is omitted from the accepted tender at the sole discretion of employer ,the contractor shall not be entitled to any claim on this account.

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

19. 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.

Removal of improper works

20. The Bank shall, during the progress of the works, have power to order in writing from time to time the removal of the works within such reasonable time or times as may be specified in the order, or any materials which in the opinion of the Bank's Engineer are not in accordance with the Specifications or the instructions of the Bank's Engineer , the substitution of proper materials, and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings (if any) and Specifications or instruction and the Contractor shall forthwith carry out such order at his own cost.

In case of default on the part of the contractor to carry out such order, the Employer shall have the power to employ and pay other persons to carry out the same; and all expenses consequent thereon, or incidental thereto, as certified by the Bank's Engineer shall be borne by the Contractor, or may be deducted by the Employer from any money due, or that may become due, to the Contractor.

Defects after virtual completion.

21. Any defect or other faults which may appear in the fire extinguishers supplied, assembled and placed in positions during the 'Defects Liability Period' stated in the Appendix hereto or, if none stated, then within **twelve months** after the successful completion of the supply, assembling and placing in positions of the fire extinguishers, arising in the opinion of the Bank's Engineer from materials or workmanship not in accordance with the contract, shall upon the directions in writing of the Bank's Engineer and within such reasonable time as shall be specified therein, be amended and made good by the Contractor, at her / his / their own cost and in case of default the Bank may employ and pay other persons to amend and make good such defects or other faults, and all damages loss and expenses consequent thereon or incidental thereon or incidental there to shall be made good and borne by the Contractor and such damage, loss and expenses shall be recoverable from her / him / them by the Bank or may be deducted by the Bank, upon the Bank's Engineer's Certificate in writing from any money due or that may become due to the Contractor, or the Bank may in lieu of such amending and making good by the Contractor deduct from any moneys due to the Contractor a sum, to be determined by the Bank's Engineer equivalent to the cost of amending such work and in the event of the amount retained under Clause 32 hereof being insufficient, recover the balance from the Contractor, together with any expenses the Bank may have incurred in connection therewith.

Should any defective fire extinguishers have been supplied, assembled and placed in positions or material supplied by any sub-contractor employed on the works who has been nominated or approved by the Bank's Engineer as provided in Clauses 13 and 23 hereof, the Contractor shall be liable to make good in the same manner as if such work or material had been done or supplied by the Contractor and been subject to the provisions of this Clause and Clause 2 hereof. The Contractor shall remain liable under the provisions of this

Clause notwithstanding the signing of any Certificate or the passing of any accounts, by the Bank's Engineer.

Certificate of 22. The supply, assembling and placing in positions of the fire extinguishers shall not be considered as completed until the Bank's Engineer has certified in writing that they have been 'Virtually Completed'. The Defects Liability Period (DLP) shall commence from the date of such Certificate.

Nominated Contractor. Sub- 23. All Specialists, Merchants, Tradesmen and other executing any work of supplying and fixing any goods for which prime cost prices or provisional sums are included in the Schedule of Quantities and/or specification who may be nominated or selected by the Bank's Engineer are hereby declared to be Sub-Contractors employed by the Contractor and are herein referred to as nominated Sub-Contractors.

No nominated Sub-Contractor shall be employed on or in connection with the works against the Contractor shall make reasonable objections or (Save where the 'Bank's Engineer' and Contractor shall otherwise agree) who will not enter into a Contract providing.

- a) That the nominated Sub-Contractor shall indemnify the Contractor against the same obligations in respect of the Sub-Contract as the Contractor is under in the respect of this Contract.
- b) That the nominated Sub-Contractor shall indemnify the Contractor against claims in respect of any negligence by the Sub-Contractor, his servants or agents or any misuse by him or them of any scaffolding or other plants, the property of the contractor or under any Workman's Compensation Act in force.
- c) Payment shall be made to the nominated Sub-Contractor within 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.

Other persons employed by Employer 24. The Employer reserves the right with the concurrence of the Bank's Engineer to use premises and any portions of the site for the execution of any work not included in this Contract which it may desire to have carried out by other persons and the Contractor shall allow all reasonable facilities for the execution of such work but shall not be required to provide any plant or material for the execution of such work except by special arrangement with the 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.

Date of commencement and completion. 25. The Contractor shall be allowed admittance to the site on the 'Date of Commencement' stated in the Appendix hereto, or such later date as may be specified by the Bank's Engineer and he shall thereupon and forthwith begin the works and shall regularly proceed with and complete the same (except such painting or other decorative work as the Bank's Engineer may desire to delay on or before the 'Date of Completion' stated in the Appendix subject nevertheless to the provisions for extension of time hereinafter contained).

Liquidated Damage for non-completion 26. If the Contractor fails to complete the supply, assembling and placing all the fire extinguishers as per the supply order, in positions within the stipulated time as in the Appendix or within any extended time under Clause 28 hereof and the Bank's Engineer certifies in writing that in his opinion the same ought reasonably to have been completed the Contractor shall pay the Bank the sum named in the Appendix as 'Liquidated Damages' for the period during which the said supply assembling and placing the fire extinguishers in positions shall so remain incomplete and the Bank may deduct such damages from any moneys due to Contractor.

Delay and extension of time 27. If in the opinion of the Bank's Engineer the supply assembling and placing the fire extinguishers in positions be delayed (a) by force majeure or (b) by reason of any exceptionally inclement weather or (c) by reason of proceedings taken or threatened by or dispute with adjoining or neighbouring owners or public authorities arising otherwise than through the Contractor's own default or (d) by the works of delays of other Contractors or Tradesmen engaged or

nominated by the Employer or the Bank's Engineer and not referred to in the Schedule of Quantities and / or Specification or (e) by reason of Bank's Engineer's instructions as per Clause 2 hereof or (f) by reason of civil commotion, local combination of workmen or strike or lockout affecting any of the building trades or (g) in consequences of the Contractor not having received in due time necessary instructions from the Bank's Engineer for which he specifically applied in writing or (h) from other causes which the Bank's Engineer may certify as beyond the control of contractor or (i) in the event, the value of supply assembling and placing the fire extinguishers in positions exceed the value of the priced Scheduled of Quantities owing to variation, the Bank's Engineer may with previous approval in writing of the Bank make a fair and reasonable extension of time for completion of the supply assembling and placing the fire extinguishers in positions; in case of such strike or lockout the Contractor shall nevertheless constantly use his endeavours to prevent delay and shall do all that may reasonably be required to the satisfaction of the Bank's Engineer to proceed with supply assembling and placing the fire extinguishers in positions.

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

28. If the Contractor after receipt of written notice from the Bank's Engineer requiring compliance within ten days fails to comply with such further photos / drawings (if any) and / or Bank's Engineer instructions the Bank may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect thereto, and all costs incurred in connection therewith shall be recoverable from the Contractor by the Bank on the Certificate of the Bank's Engineer as a debt or may be deducted by him from any money due to the Contractor.

Termination of the Contract by the Bank

29. If the contractor being an individual or a firm commits any 'act of insolvency', or shall be adjudged an insolvent or being an incorporated Company shall have an order for compulsory winding up made against it or pass an effective resolution for winding up voluntarily or subject to the supervision of the Court and the Official Assignee or the Liquidator in such acts of insolvency or winding up, as the case may be, shall be unable within 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 fulfil the Contract and to give security therefore, if so required by the Bank's Engineer .

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

Or shall suffer any payment under this Contract to be attached by or on behalf of any of the creditors of the Contractor.

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

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

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

Has abandoned the Contract, or

Has failed to commence the supply assembling and placing the fire extinguishers in positions, 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

Has failed to proceed with the supply assembling and placing the fire extinguishers in positions with such due diligence and failed to make such due progress as supply assembling and placing the fire extinguishers in positions enable the supply assembling and placing the fire extinguishers in positions to be completed within the time agreed upon or

Has failed to remove materials from the site or to replace fire extinguishers for seven days after receiving the Bank's Engineer written notice that the said fire extinguishers 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 of 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 Bank 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 supply assembling and placing the fire extinguishers in positions subsequently executed had been executed by or on behalf of the Contractor. And further, the Bank by its agents or servants may enter upon and take possession of the fire extinguishers or any other

materials lying upon the premises and use the same as its own property or may employ the same by means of his own servants and workmen in carrying on and completing the supply, assembling and placing them in positions or by employing any other Contractor or other person or persons to complete the supply, assembling and placing them in positions, and the Contractor shall not in any way interrupt or do any act, matter or thing to prevent or hinder such other Contractor or other person or persons employed for completing the supply, assembling and placing them in positions, using the materials and plant for the works. When the supply, assembling and placing them in positions shall be completed or as soon thereafter as convenient the Bank's Engineer shall give a notice in writing to the Contractor to remove his surplus materials and should the Contractor fail to do so within a period of fourteen days after receipt thereof by him, the Bank may sell the same by public auction, and give credit to the Contractor for the net amount realized. The Bank's Engineer shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Bank, for the value of the said plant and materials so taken possession of by the Bank and the expense or loss which the Bank shall have been put to in procuring the works to be completed and the amount, if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Bank to the Contractor or by the Contractor to the Bank, as the case may be, and the Certificate of the Bank's Engineer shall be final and conclusive between the parties.

Termination of the Contract by Contractor	30. If the payment of the amount payable by the Bank 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 Bank, or if the Bank interferes with or obstructs the issue of any such Certificate, or if the Bank shall repudiate the Contractor, or if the works be stopped for three months under the order of the Bank's Engineer or the Bank or by any injunction or other order of any Court of Law, then and in any of the said cases the Contractor shall be at liberty to determine the Contract by notice in writing to the Bank through the Bank's Engineer, and he shall be entitled to recover from the Bank, payment for all works executed and for any loss he may sustain upon any plant or materials supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment the net rates contained in the Contractor's original Tender shall be followed
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or where the same may not apply valuation shall be made in accordance with Clause 18 hereof.

Certificates and payments

31.(a) The Contractor shall be paid by the Bank from time to time by instalments under Interim Certificates to be issued by the Bank's Engineer to the Contractor on account of the works executed when in the opinion of the Bank's Engineer, work to the approximate value named in the Appendix as 'Value of work for Interim Certificates' (or less at the reasonable discretion of the Bank's Engineer ) has been executed in accordance with this Contract, subject, however, to a retention of the percentage of such value named in the Appendix hereto as 'Retention Percentage for Interim Certificates' until the total amount retained shall reach the sum named in Appendix as 'Total 'Retention Money' after which time instalments shall be up to the full value of the work subsequently so executed and fixed in the building. The Bank's Engineer may in his discretion include 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. And when the works have been virtually completed and the Bank's Engineer shall have certified in writing that they have been completed, the Contractor shall be paid by the Bank in accordance with the Certificate to be issued by the Bank's Engineer the sum of money named in the Appendix as 'Instalment after Virtual Completion' being a part of the said Total Retention money. And the Contractor shall be entitled to the payment of the final balance in accordance with the Final Certificate to be issued in writing by the Bank's Engineer at the expiration of the period referred to as the 'Defect Liability Period' in the Appendix hereto from the date of Virtual Completion or as soon as after the expiration of such period as the works shall have been finally completed and all defect made good according to the true intent and meaning hereof whichever shall last happen, provided always that the issue by the Bank's Engineer of any Certificate during the progress of the works or at or after their completion shall not relieve the contractor from his liability under Clause 2 and 21 not relieve the contractor of his inability in cases of fraud, dishonesty, or fraudulent concealment relating of the works or material or to any matter dealt with in the Certificate, and in case of all defects and insufficiencies in the works or materials which a reasonable examination would not have disclosed. No certificate of the Bank's Engineer shall of itself be conclusive evidence that any works or materials to which it relates are in accordance with the Contract neither will the

Contractor have a claim for any amounts which the Bank's Engineer might have certified in any interim bill and paid by the Employer and which might subsequently be discovered as not payable and in this respect the Employer's decision shall be final and binding.

(b) The Contractor must submit along with his all running account bills and final bill, a statement showing the details as well as the quantities of cement, steel and other building materials procured by him up to the date of the bill for verification of the same before settlement of such bills by the Bank.

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

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

(e) No certificate of payment shall be issued by the Bank's Engineer if the Contractor fails to insure the works and keep them insured till the issue of the Virtual Completion Certificate.

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

**Delayed Payment**

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

**Matters to be finally determined by Bank**

33. The decision, opinion, direction, Certificate (except for payment) with respect to all or any of the matters under Clause 2 (a), 2(b), 4, 7, 12, 20, 28 (a, c, d, e, f) hereof (which matters are herein referred to as excepted matters) shall be final and conclusive and binding on the parties hereto and shall be without appeal. Any other decision, opinion, direction, certificate or valuation of the Bank's Engineer or any refusal of the Bank's Engineer to give any of the same, shall be subject to the right of Arbitration and review under Clause 35 hereof in the same way in all respects (including the provisions as to opening the reference) as if it were a decision of the Bank's Engineer.

Settlement of disputes through arbitration

35. All disputes and difference of any kind whatever arising out of or in connection with the contract or the carrying out of the works (whether during the progress of the works or within 12 months from the date of virtual completion of work and whether before or within 12 months of determination abandonment or breach of contract) shall be referred to giving inter-alia full details of the matter under dispute like quantities, rates, amount claimed and the reason thereto, and settled by the Bank who shall state its decision in writing. Such decision may be in the form of a Final Certificate or otherwise. The decision of the Bank with respect to any of the exempted matter shall be final and without appeal as stated in Clause 34 hereof. But if the contractor be dissatisfied on any other matter, the contractor may within 28 days after receiving notice of such decision upon, shall submit in writing for arbitration. Such written notice shall specify the matters, which are in dispute of difference of which such written notice has been given. If both the parties agree, a single arbitrator would be appointed for the purpose. In case no agreement could be reached on the appointment of single arbitrator, both the parties will nominate one person each as an arbitrator on their behalf. The two arbitrators nominated by the parties shall nominate one more person to act as third arbitrator or umpire.

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

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

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

This submission shall be deemed to be a submission to arbitration within the meaning of the Indian Arbitration and Conciliation Act, 1996 or any statutory modification thereof. The award of the Arbitrator or Arbitrators shall be final and binding on the parties. It is agreed that the Contractor shall not delay the carrying out of the works by reason of any such matter, question or dispute being referred to arbitration, but shall proceed with the works with all due diligence and shall until the decision of the Arbitrator or Arbitrators is given, abide by the decision of the Bank. No award of the Arbitrator or Arbitrators shall relieve the Contractor of his obligations to adhere strictly to the Bank's instructions with regard to the actual carrying out of the works. The Employer and the Contractor hereby also agree that arbitration under this clause shall be a condition precedent to any right of action under the contract.

Right of Technical Scrutiny of Final Bill.	36. The Employer shall have a right to cause a technical examination of the works by any of the persons or organization as appointed by the employer and the final bill of the Contractor including all supporting vouchers, abstracts, etc. If because of this examinations or otherwise any sum is found to have been overpaid or over certified it shall be lawful for the Employer to recover the sum from any payment due to the Contractor for this works or any other works being carried out by the contractors elsewhere under the RESERVE BANK OF INDIA.
Employer entitled to recover compensation paid to workmen.	37. 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 for all cost for which the Employer might become liable in consequence of contesting such claim.
Abandonment of works.	38. 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 the execution of the whole works.

Right of Employer to terminate the contract in the event of death of contractor if individual

Marginal Notes.

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

40. The Marginal Notes and in the catch lines hereto and in the annexures hereto are meant only for convenience of reference and shall not in any way be considered in the interpretation of these present and the annexures hereto.

## 5.2 Appendix Hereinbefore Referred to

1.	Earnest Money Deposit (EMD):	₹ 12,919/- (Twelve thousand nine hundred and nineteen only) shall be remitted by all the intending bidders, except those having MSE (Micro and Small Enterprises only) Udyam Registration Number (Udyog Aadhar Memorandum Number), who are exempted from submission of the EMD at the time of bidding [such bidders must submit their MSE (Micro and Small Enterprises only) registration certificate at the time of submission of their bid (Part I) for claiming exemption of EMD. Failure to do so will disqualify themselves from participating in the bid], on or before <b>10:00 Hrs on January 19, 2026.</b>
2.	Defects Liability Period (DLP):	<b>12 months</b> from the date of 'Virtual Completion' of the supply, assembling and placing the fire extinguishers in positions.
3.	Period of final measurement:	<b>01 (one) month</b> from the date of 'Virtual Completion' of the supply, assembling and placing the fire extinguishers in positions.
4.	Date of commencement:	<b>Within 10 days</b> from date of written order to commence the work.
5.	Time for completion of the supply, assembling and placing the fire extinguishers in positions.	<b>21 days</b> which may be reckoned from the 10 <sup>th</sup> day of issue of written order to commence the work.
6.	Rate of Liquidated Damages (LD):	<b>0.25% of the 'Contract Value'</b> per week or part thereof on pro-rata basis, for the period for which the supply, assembling and placing all the fire extinguishers as per the supply order in positions remains incomplete beyond the stipulated period of completion.
7.	Value of works for interim certificates:	The entire cost of the fire extinguishers successfully supplied, assembled and placed in positions will be paid against one final bill.
8.	Retention Money (RM):	5% from each payment against the Contractor's bill(s).
9.	Total Security Deposit:	Retention Money (RM) of 5% of the cost of the fire extinguishers successfully supplied, assembled and placed in

		positions, to be deducted from each payment against Contractor's bill(s).
10.	Instalment to be released after 'Virtual Completion' of the successful completion of the supply, assembling and placing in positions of the entire quantity of fire extinguishers as per the supply order:	Earnest Money Deposit (EMD).
11.	Instalment to be released after successful completion of the Defect Liability Period (DLP):	Retention Money (RM) of 5% of the cost of the fire extinguishers successfully supplied, assembled and placed in positions, to be deducted from each payment against Contractor's bill(s).
12.	Period for honouring certificates of payment:	45 days from the date of completion of joint measurements and submission of bill by the Contractor, along with the required documents specified herein.
13.	Interest for delayed payment:	3% simple interest per annum.

## **6 Special Conditions of the Contract.**

- 1) The supply, assembling and placing the fire extinguishers in positions shall be done in various departments / locations on different floors of the Main Office Building of the Reserve Bank of India, Bhopal. Since the supply, assembling and placing the fire extinguishers in positions must be executed during working hours of the Bank, it shall be ensured that the same shall be carried out without causing any hindrance to the functioning of the Bank.
- 2) Contractors shall acquaint themselves of the security procedures of the Bank. They shall make necessary arrangements to obtain necessary passes for their workmen and supervisory staff posted at site against submission of required ID proof as required by the Security Officials of the Bank.
- 3) Materials shall be unloaded / stored only at location(s) identified by the Bank's Engineer, within the Bank's premises.
- 4) Wherever contractors propose to use equivalent make, the same shall be done with prior approval of Banks Engineer in writing. Any additional expenditure and time due to this shall be solely on contractor's account and no claims whatsoever shall be entertained in this regard.
- 5) The contractor shall submit a properly planned & prepared work programme to the Bank, before commencement of the work to enable the Bank to intimate other agencies in advance for smooth working, progress and coordination and the time schedule in the work programme should be strictly adhered to.
- 6) **21 days** period for completion of the work mentioned in the tender is inclusive of holidays, Sundays and Saturdays failing within in the contract period. However, if the Contractors wish to work on Saturdays / Sundays / beyond normal working hours, they shall be permitted to work with prior approval of the Bank. The Contractor shall obtain necessary work permits, photo / entry passes well in advance for working on Saturdays / Sundays / Holidays / beyond office hours of the Bank, for which they shall not be entitled for any additional payment. The contractors shall comply with statutory requirements to work on holidays at their own risk & cost and indemnify the Bank for any risks associated with it.
- 7) The Contractors shall be responsible for safety & security of their materials / labour & fire safety at all the times as per the Safety & Fire Safety Codes provided hereof.

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

The scope of work covers execution and completion of the work of "**Supply and Installation of Fire Extinguishers at Reserve Bank of India (RBI) Bhopal, Madhya Pradesh – 462011**" in accordance with specifications prepared by the Bank's Engineer and to the satisfaction of the Bank's Engineer.

### **7.1 Quality**

Materials to be used for the work shall conform to relevant BIS Codes as far as procurable & best quality of their respective kinds as specified herein and shall be of approved make and shall comply strictly with the tests prescribed hereinafter or, where tests are not laid down, with the requirements of the latest edition of the relevant Indian standards approved by the Engineer.

### **7.2 Inspection and testing**

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

### **7.3 Samples**

Samples of all materials proposed to be used or incorporated in the works and to be supplied by the Contractor may be called for at any time by the Engineer or his representative.

### **7.4 Independent tests.**

Independent tests and analysis of any of the materials may be made from time to time by a Testing House or Analyst appointed by the Engineer / Employer in order to check the supplier's works tests and analysis. The frequency, the procedure for the testing and acceptance criteria will be as stated in the respective I S codes. The contractor shall at his own expenses supply and deliver to a Testing House or Analyst such materials as may be directed by the Engineer. Should the result of any test be unsatisfactory to the Engineer or his representative, the materials represented will be rejected.

### **7.5 List of approved makes / manufacturers of materials.**

1. All Fire extinguishers shall strictly conform to the detailed technical specification under each item.
2. They shall be of the best quality available in the market and conform to the relevant Indian / international standard.
3. If the approved brand mentioned are not available in the market, equivalent material with the written approval of the Engineer- in -charge only shall be supplied. Wherever the contractor proposes to use equivalent makes (i.e. other than those specified) the same shall be done with prior approval of the Engineer-in-charge. In such cases, it is the responsibility of the contractor to prove, to the satisfaction of the Engineer-in-charge, with necessary technical data/ documents / test reports that the equivalent materials proposed to be used in the work conform to all the technical specifications/ parameters of this shall be solely on contractor's account and no claims whatsoever shall be entertained by the Bank in this regard.

1.	Fire Extinguishers.	Ceasefire, Minimax, Kanex and Safex.
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### **After-Sales Service**

The Offered make should have Service Setup for After-Sales Services in Bhopal.

## **7.6 Technical Parameters/Specifications of Fire Extinguishers to be supplied:**

1. All Extinguishers must have dependable drawn steel type cylinders.
2. All Extinguishers must conform to BIS standards viz; IS 2190 and IS 15683, etc; CE (as per PED-Pressure Equipment Directive) certification and any other certification specifically mentioned for each type.
3. All fire extinguishers should have a minimum Manufacturer's warranty as mentioned under the specifications, inclusive of coverage of manufacturing defects as well as cost of refilling and recharging in case the pressure falls below the acceptable/required level. During the warranty period, the bidder must take the responsibility of repair/replacement of the defective device(s). All charges viz. loading and unloading charges, transportation charges etc. arising due to repair/replacement/maintenance during the warranty period shall be borne by the bidder. The Bank shall entertain no claims in this regard from the bidder.
3. The copy of the ISI Certificate issued by Bureau of Indian Standard should be submitted along with the tender. The certificate should clearly mention the respective type of extinguishers and the validity period. The copy of CE certification and hydro test certificate shall be submitted along with the supply of material at site.
4. The bidder shall mention the make of all fire extinguishers offered by him/them. Product brochure/data sheets of all types of fire extinguishers shall be submitted along with the tender. ***The extinguishers must be newly manufactured and not refurbished; each extinguisher should have a valid manufacturing date within last twelve (12) months from the date of tender.***
5. On-site sample checking of the fire extinguishers will be done at the time of installation at site.
6. After the installation of fire extinguishers, if any of them is found defective, such defective fire extinguisher shall be replaced within 05 days from the date of information to the bidder.
7. All types of the fire extinguishers shall have relevant certification mark as per the specification mentioned, on the body of the cylinder.
8. The serial no., manufacturing date, and specifications of the fire extinguishers shall be labelled on to the devices.
9. The contractor shall submit the detailed operating procedure of each fire extinguisher supplied to the Bank. The procedure thus submitted should comply with the Manufacturer's Operating procedure. A copy of the detailed operating procedure, clearly visible and legible, in bold and large characters (in English and Hindi) shall be labelled on each fire extinguisher after consulting with the Bank. The Contractor shall also provide training on usage to the identified staff members of the Bank.

## 8 Annexure II

### PROFORMA OF PERFORMANCE BANK GUARANTEE / BID SECURITY

(On Non-Judicial Stamp Paper of appropriate value)

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

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

**The Regional Director  
Reserve Bank of India  
Estate Department  
Bhopal, Madhya Pradesh - 462011.**

Madam,

**Name of Work:** .....

Ref: NIT / Advt. No.

Date: ...

WHEREAS

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

It is one of the terms of invitation of tenders that the tenderer shall furnish a Bank Guarantee for a sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

M/s. (Name of the Tenderer / Bidder) \_\_\_\_\_, (hereinafter called as 'the Tenderer / Bidder'), who are our Clients / Constituents intend to submit their tender / Bid for the said work and have requested us to furnish Bank Guarantee to RBI in respect of the said sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

#### 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 Tenderer have not performed their obligations under the said conditions of the tender or have committed a breach thereof, which conclusion shall be binding on us as well as the said Tenderer, 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 Bid security for the due performance of the obligations of the Tenderer under the said Conditions, provided, however, that our liability against such sum shall not exceed the sum of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

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

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

5. We hereby further agree that:

a) Any forbearance or commission on the part of the RBI in enforcing the conditions of the said agreement or in compliance with any of the terms and conditions stipulated in the said tender and/or hereunder or granting of any time or showing of any indulgence by the RBI to the Tenderer 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 Tenderers of their obligations and in the event of their failure to do so, by payment by us of the sum not exceeding ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

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

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

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

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

Yours faithfully,

For and on behalf of \_\_\_\_\_

bank.

Authorised Official (with seal)

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

## **9 Annex - III**

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

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

Regional Director  
Reserve Bank of India,  
Estate Department,  
Bhopal.

Madam,

**Name of work: Supply and Installation of Fire Extinguishers at Reserve Bank of India (RBI) Bhopal, Madhya Pradesh - 462011.**

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

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

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

*(strikeout whichever of the above is not applicable)*

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

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

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

Date:

Place:

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

**To**

**The Regional Director,  
Reserve Bank of India,  
Bhopal**

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

For the bank with name, designation & seal

**Note:**

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

## 11 Schedule of Quantities.

Item No.	Description of item	Quantity	Unit
1.	<p><b>Supply and installation of Fire Extinguisher Clean agent type FK5112 4kg capacity:</b></p> <p>Clean Agent 4 kg Fire Extinguisher filled with "Chemours" make UL listed FK5112 gas, Electrically nonconductive noncorrosive, colourless and non-residual gas, Applicable for Classes A, B, C, and electrical fires, approved with US EPA (environmental protection agency), listing under USA Signification New Alternative Policy (SNAP) &amp; also approved by UL, compliant with ASTM -D6541-11. UGTS Pressure Gauge, Gross Weight 6.7 Kg, empty Weight 2.7 Kg, Can Height 490mm, Diameter <math>140 \pm 10</math>mm, Discharge Time 14 Sec, Controllable discharge mechanism, Jet Range 3.5 Meters, Average Discharge is 95%, Deep Drawn with MIG Welding technology, EPDM Rubber Hose with PVC Nozzle, External Coting Pure Polyester Powder (UV resistant), CE Mark Valve with Safety Release Provision &amp; Safety pin is of SS material, Helium Leak Detection Tested, Fire rating 2A : 34B . FE-36 having zero ozone depletion potential, and Welding Procedure approved by TPI with 6 G certification. Confirms to IS 15683, ISI &amp; CE marked, Warranty: 5 Years.</p>	30.00	Nos.
2.	<p><b>Supply and installation of Fire Extinguisher CO2 type 9kg capacity:</b></p> <p>CO2 High Pressure trolley mounted 9 kg Fire Extinguisher, filled with Co2 Gas as per IS 15222, Gross Weight 36 Kg, empty weight 27 Kg, Control discharge mechanism fitted with 2 Meter Wire Braided Hose &amp; Flat Horn with Diffuser Nozzle for dispersed discharge of CO2, Discharge Time 30 Sec, Average Discharge is 95%, applicable on Class B, C and electrically started Fire, Internal coating is not applicable &amp; External coating is of</p>	7.00	Nos.

Item No.	Description of item	Quantity	Unit
	enamel spray painting, Valve Confirm to IS 3224 ISI Marked, CO2 Cylinder construction: hot spinning by seamless pipes & bearing ISI mark, Body confirms to IS 7285 and PESO APPROVED, Extinguishers confirmed to IS 16018:2012 and ISI make. Fire Rating: 55B Warranty: 3 years.		
3.	<p><b>Supply and installation of Fire Extinguisher K type 9ltrs capacity.</b></p> <p>K Class Kitchen Wet chemical (Blend of Potassium Acetate, Potassium citrate or Potassium carbonate) 9 ltr. Fire Extinguisher , Smooth and Polished Stainless Steel body, Applicable fire class K, UGTS Pressure Gauge, Can Height 610 mm, Diameter 180 ± 10mm, Discharge Time 13 Sec, Jet Range 2 Meters, Average Discharge is 95%, Controllable discharge mechanism with EPDM Hose &amp; Specially designed Nozzle that allows a broad, dispersed discharge of agent that delivers a high volume, low velocity delivery of wet chemical which doesn't cause the cooking oil to splash, CE Marked Valve with inbuilt NRV &amp; Safety Release Provision and safety Pin is of SS material, Sheet metal thickness : 0.9 to 1 mm. CE Marked. Warranty: 3 years</p>	4.00	Nos.
4.	Buyback of the old Fire extinguishers	37.00	Nos.