

#### **INDIAN BANK**

Zonal Office Satna 2<sup>nd</sup> Floor, Indian Bank Building Jai Stambh Chowk, Satna – 485001 Madhya Pradesh Phone: 07672-414413

Email: zosatna@indianbank.co.in

#### **INVITATION OF TENDER**

# RATE CONTRACT FOR SUPPLY OF FIRE EXTINGUISHERS, MAINTENANCE OF FIRE EXTINGUISHERS, HPT & REFILLING OF FIRE EXTINGUISHERS (INCLUDING MAINTENANCE OF EXISTING FIRE EXTINGUISHERS) FOR THE INDIAN BANK OFFICES/BRANCHES INCLUDING ATM SITE UNDER SATNA ZONE

Tender Documents Availability : 16<sup>th</sup> Aug 2022

Last Date of Tender Submission : 14:00 PM on 30<sup>th</sup> Aug 2022

Date of Technical Bid Opening : 15:30 PM on 30<sup>th</sup> Aug 2022

EMD: by way of a demand draft for Rs. 5,000/- (Rupees Five Thousand only) favouring

Indian Bank Zonal Office, Satna and payable at Satna

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#### **SCHEDULE OF EVENTS**

Tender Bid Document Availability	Bidding document can be downloaded from website <a href="https://www.indianbank.in">www.indianbank.in</a> from 16 <sup>th</sup> Aug 2022		
Pre-bid Query	Up to <b>20<sup>th</sup> Aug 2022</b> from 3 PM to 4 PM either telephonically or at Indian Bank Zonal Office SATNA on bank working days		
Last date and time of submission of Bids	30 <sup>th</sup> Aug 2022- 14:00 HRS		
Opening of Technical Bids	30 <sup>th</sup> Aug 2022- 15:30 HRS Bidders may depute authorized representatives during the opening of Technical Bids. However Technical Bids would be opened even in the absence of any or all of the Bidders representatives.		
Contact Official and Mobile No	Binay Kumar, ZSO, 9406425545		
Address for communication and submission of bid	Zonal Office, 2 <sup>nd</sup> Floor, Indian Bank Building, Jai Stambh Chowk, Satna-485001, MP		
All correspondence relating to this Tender should be sent to email id	zosatna@indianbank.co.in		
Cost of the Tender Bid document	FREE OF COST		
Earnest Money Deposit	Rs.5,000/- (Rupees Five Thousand only) by way of a demand draft favouring <b>Indian Bank</b> and Payable at <b>Satna</b> .		

#### **IMPORTANT DEFINITIONS**

TERMS	DEFINITIONS
Bank	Indian bank
ZO	Zonal Office, 2 <sup>nd</sup> Floor, Indian Bank Building, Jai Stambh Chowk, Satna-485001,
	MP
Branch	Indian Bank branch (including ATM site, if available)
TENDER	Request for Quotation/ Tender
Vendor	Participating Company/ Firm/ Manufacturer/ Authorized dealer
OEM	Original Equipment Manufacturer
Tender	Tender, Bid documents
Bidder	A Firm/Company/OEM/Authorized dealer participating in TENDER
FE	FIRE EXTINGUISHERS
NA	Not Applicable

#### **NOTICE INVITING TENDER**

Rate contract for Supply of Fire Extinguishers, Maintenance of Fire Extinguishers, HPT & Refilling of Fire Extinguishers (including maintenance of existing Fire Extinguishers)

#### **INTRODUCTION**

- 1. Indian Bank, Zonal Office Satna, invites sealed quotations in two bid system for rate contract for New installation, repair and maintenance of Fire Extinguishers (including maintenance of existing Fire Extinguishers) at branches/ offices under its jurisdiction comprising of 09 districts of Madhya Pradesh i.e. **Satna, Rewa, Katni, Sidhi, Shahdol, Singrauli, Panna, Chhatarpur and Tikamgarh** (list & category of Branches as attached in Annexure-V) from reputed Firms/Manufacturers/Authorized dealers. The first bid shall be technical bid and the sealed envelope of Technical Bid shall contain the details of OEM, Acceptance of terms and conditions, and other eligibility conditions, etc. The second bid shall be financial bid and the sealed envelope of Financial Bid shall contain the price information of the product and services in prescribed format as per the annexure. **Financial bids shall invariably be submitted in sealed envelope. Any financial bid found open for any reason shall make the bidder ineligible for participation.**
- 2. India Bank, Zonal Office Satna has a network of 76 Branches/ Offices. The branches/ offices function directly under the Zonal office.

#### **ELIGIBILITY CRITERIA**

- 3. The eligibility criteria for rate contract are given below and only those agencies that fulfill the following criteria are eligible to bid.
  - a) The prospective bidder should be a registered company/ firm including manufacturers (OEMs as described in point no.7) or their authorized dealers, capable of providing FIRE EXTINGUISHERS for New installation, repair and maintenance of Fire Extinguishers (including maintenance of existing Fire Extinguishers) and should be in business for at least 3 years.
  - b) The OEM/ its authorized dealers must have his own registered office with adequate technical manpower and material at any of the above mentioned district. Proof for the same to be submitted like Lease Agreement/ Registration Certificate under Shops and Establishment Act. The Bank may inspect the facilities of the Manufacturer/ Firm/ Company/ Dealer/ Vendor to verify the genuineness and to ensure the conformity with the details given. (Details to be provided in format Annexure II).
  - c) There is no minimum limit to annual turnover. However, the prospective applicant/bidder should be in profit for last three years. (Relevant copies of Balance Sheets and IT return to be submitted).
  - d) The prospective applicant/bidder must be on panel of at least one PSUs / Banks (Public/Private)/NBFCs/Government Departments and have at least one running contract with PSU/ Banks (Public/Private)/NBFCs/Government Department. Performance report/certificate of running contract for same to be enclosed.

- e) The bidder should have valid PAN, GST registration number etc., allotted by competent authorities.
- f) The prospective applicant/bidder should have requisite trade/manufacturing/factory license from appropriate authority (BIS).
- g) The Company/ Firms/ Authorized dealer which participates in the Tender process shall only be eligible for rate contract. **All existing empanelled vendors have to apply afresh.** Telephonic/ email intimation to prospective applicants for participating in TENDER will not be initiated from ZO, even to the existing vendors.
- h) Vendor should have valid license in accordance to IS 15683/2018 for supply of Extinguishers or agreement with authorized licensed vendor having IS 15683/2018 Licenses (Copy of Proof to be submitted).

#### **NATURE AND SCOPE OF WORK**

- 4. New installation, repair and maintenance of Fire Extinguishers (including maintenance of existing Fire Extinguishers) at branches/ offices of Indian Bank, Satna Zone. Concerned Vendor will have to enter into an agreement (as per the format decided by the bank) with the Zone and shall start the work from the date of issuance of the work order. The work order for new installation, repair and maintenance of Fire Extinguishers (including maintenance of existing Fire Extinguishers) shall be placed by the Zone as per requirement basis.
  - a) Please note that the invitation of tender is for new installation, repair and maintenance of Fire Extinguishers (including maintenance of existing Fire Extinguishers) installed in all existing Branches & offices of the Zone. However, new installations are subject to requirement of Bank. Bank has discretion to revise the scope of work upward / downward as per its requirement.
  - b) It is to bring to the notice of prospective Applicants that they will be required to supply and replace newly installed components at their own cost during warranty period and the warranty period of each component has to be specified in the tender document.
  - c) The Vendor will maintain the data sheet of Fire Extinguishers of each branch/ office with details such as manufacturing date, date of installation, warranty valid up to, AMC carried out on, AMC due on, etc. A copy of the Branch / Office wise data sheet of Fire Extinguishers to be provided to the Zonal Office as well as to the concerned Branch/office.
  - d) The Vendor must ensure quarterly AMC visit. **There should be a gap of minimum 45 days between two AMC visits**. During AMC Visit all preventive maintenance activities to be carried out and recorded.
  - e) The vendor will follow the norms and procedures laid down for installation, repair and maintenance of Fire Extinguishers (including maintenance of existing Fire Extinguishers).
  - f) The vendor will carry defective components to his own workshop for repair only after taking written prior approval of the Branch Manager.
  - g) The detail specification for new installation will be decided by the Zonal Office.

h) The vendor will impart training and live fire fighting demo to staff members about operating procedure during the AMC visit. Vendor should also submit the copy of above exercise done at Branch by duly singed by the branch head.

#### **APPLICATION FORM**

5. The application form to be filled and submitted as per Annexure I (Cover Letter) and Annexure II (Bidder Profile). The tender notice should be signed by authorized signatory on each page with official seal and enclosed along with the Application Documents. **Considering the impact of COVID 19 pandemic on economy, the Indian Bank will bear the cost of application form.** 

#### RATE CONTRACT PROCESS

6. The selection of Bidders for supply, new installation, repair and maintenance of Fire Extinguishers (including maintenance of existing Fire Extinguishers) shall be done in two bid formats as under.

#### a) **PHASE I -TECHNICAL BID:**

- i) Technical bid shall be submitted in a separate sealed envelope. It should be super scribed in bold "Technical Bid for New installation, repair and maintenance of Fire Extinguishers (including maintenance of existing Fire Extinguishers)".
- ii) Technical bid shall contain Annexure I (Application), Annexure II (Bidder profile) and Annexure III (Testimonials).
- iii) The Applications of the bidders (Annexure II) will be valid for 120 days from the date of opening of the same.
- iv) The selection/ short listing of the applications so received will be done by carrying out evaluation and checking of various parameters/ criteria fixed by the bank.
- v) The technical bids shall be opened at **15:30 AM on 30**<sup>th</sup> **Aug 2021**, or on any suitable date as decided by the bank's committee for the purpose. If any change in the date will be published in this website.
- vi) An undertaking that firm is capable of undertaking installation, repair and maintenance of Fire Extinguishers (including maintenance of existing Fire Extinguishers) work in rural and far away areas where majority of bank's branches are located (To be enclosed with Technical Bids).

#### b) PHASE II - FINANCIAL BID

- i) Financial bid shall be submitted in a separate sealed envelope. It should be super scribed in bold "Financial Bid for New installation, repair and maintenance of Fire Extinguishers (including maintenance of existing Fire Extinguishers)".
- ii) Financial bids of only technically qualified short listed bidders will be opened. Bank's evaluation of the financial bids will take into account the status of compliance of terms and conditions.

- iii) The Financial Bid should contain all relevant rates and charges (Service Charge / Installation Charge), taxes and the rates should be quoted in Indian Rupees only. GST component must be explained (inclusive/exclusive) clearly. In case of any irregularities during comparing quoted prices arouse because of GST, Bank may take a call to disqualify such bids.
- iv) The Bank may select multiple vendors for entering into rate contract and becoming L1 is not the only criteria.
- c) Interested Bidders may arrange to submit their application duly complete in all respects in a sealed envelope cover superscripted "Application for New Installation, repair and maintenance of Fire Extinguishers (including maintenance of existing Fire Extinguishers)" and this envelope should contain two separate envelopes superscripted as details below:

Envelope 1: Technical Bid Envelope 2: Financial Bid

And, it should reach on or before 14.00 PM on 30<sup>th</sup> Aug 2022, at the following address:

Zonal Office, 2<sup>nd</sup> Floor, Indian Bank Building, Jai Stambh Chowk, Satna-485001, MP

#### PERFORMANCE AND PRODUCT CERTIFICATION:

- 7. The Bidders should have the following product certification and other criteria:-
- a) **Product Certification:** The products of the Bidder must have certification of quality given by the Bureau of Indian Standard (BIS) and acceptable to Bank. The products should be based on latest technology for the specific requirement.
- b) **OEM Certificate:** The Bidder should have OEM certificate along with confirmation that they would supply spare parts for the quoted components for a period of 5 years from the date of installation.
  - i) OEM should be ISO 9001 certified.
  - ii) Documents of Manufacturing license/ Registration of the OEM factory need to be submitted for verification.
  - iii) Product Certification copies to be attached as per the BIS specifications.
  - v) The firm should produce authorization from OEM for its offered makes in original.
  - vi) Multiple brand Techno-commercial bids from single bidder will be rejected.
  - vii) Serial number & IS certificate of products to be provided by the OEM.
  - viii) Audit for Banks, whether actual material is provided or not, needs to be done by OEM as and when required by Bank without any additional cost.

- c) **Past Record**: The Bidder or their entities should not have been blacklisted by any PSU/PSB/Government Organization in past 3 years and undertaking in this regard to be submitted.
  - i) Bidders A/c should not be classified as NPA by any bank. A self- declaration in this regards to be submitted by bidder along with Bid Documents.

#### **PAYMENT TERMS**

- 8. No advance payment shall be made against purchase order
  - i) Payments shall be made after delivery & installation of new Fire Extinguishers at per site Basis. The payment shall be made against delivery challans and invoices and commissioning report duly signed by the Branch Manager.
  - ii) The vendor empanelled to have a Bank Account with Indian Bank for operational convenience.
  - iii) The Annual Maintenance Charges shall be paid once in three months subject to satisfactory maintenance for the previous three months. Vendors failing to render requisite maintenance service visits shall be paid only on the pro rata Basis for the number of mandatory service visits.
  - iv) All Annual Maintenance Charges shall be paid from Zonal Office only.
  - iii) All other terms and conditions are spelt out in the Terms and conditions attached to this tender.

#### **TERMS & CONDITIONS OF CONTRACT (TCC)**

- 9. Indian Bank's Right to Accept/ Reject any/or all Application:
  - i) Indian Bank reserves the right to accept/ reject any or all application and to annul the rate contract process and accept/ reject all applications at any time prior to TENDER process or any time after TENDER process, without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for Indian Bank action.
  - ii) Indian Bank's Right to Split the Service Area Work: Indian Bank reserves the right to split and distribute the work among the participating Bidders partly or fully amongst the bidders agreeing at lowest quoted rates. Indian bank reserves the Right to Issue Clarifications, Addendums, and Corrigendum etc.
  - iii) Discrepancies or omission, if found by any bidder, in the terms & conditions of the tender document, or if any clarification is sought by the bidder, a written request, to the application inviting authority, for correction / clarification or interpretation can be submitted up to **5.00PM**, **28**<sup>th</sup> **Aug 2022 at zoSatna@indianbank.co.in**. Indian Bank can at any time issue clarifications, addendums or corrigendum. The same will be published in the bank's website. The Bidders are advised to regularly visit the Bank's website.

#### **CONDITIONS FOR APPLICATION REJECTION/ CANCELLATION:**

- 10. Bidder's application for rate contract or the registration after rate contract of Bidder may be rejected / cancelled on the following grounds:
  - i) Any effort by Bidder/applicant to influence Indian Bank's decisions on evaluation and registration process may result in rejection of application or cancellation of registration.
  - ii) Conditional applications will not be considered and will be rejected summarily.
  - iii) Submission of false/fake Application Documents or if the information provided by the Bidder is found to be incorrect/misleading at any stage / time during the rate contract process or thereafter.
  - iii) Applications received by Indian Bank after the last date and time prescribed for receipt of application or applications without signature of person(s) duly authorized on required pages of the application or applications without power of authorization and any other document consisting of adequate proof of the ability of the signatory to bind the Bidder shall be rejected.
  - iv) Malpractice / attempt to influence / Manipulation of rates at Zonal level by itself or by cartelization shall be viewed very seriously. If such a situation comes to the notice and/ or there are reasons/ circumstances for Indian Bank to believe so, the concerned Bidder will be called in to give justification of rates quoted by them to the Zonal Office. If they are not able to give a proper/ satisfactory justification of their quoted rates, their rate contract / enlistments are liable to be cancelled.
  - v) If the Bidders are found, subsequent to their registration, not complying with, any of the eligibility criteria.
  - vi) If the performance and services of the bidder have been found poor or substandard.
  - vii) If it is found that false/amplified/manipulated bill(s) raised by vendor.
  - vii) Any other grounds as decided by Indian Bank management after due diligence.

#### **MONITORING OF PERFORMANCE AND OTHER CONDITIONS:**

- 11. The Bidder's performance on the job will be constantly monitored for quality, adherence to the Safety Regulations, Labour / Statutory regulations, Conduct / Discipline etc, while executing jobs. Any deviations from stated conditions can lead to appropriate deterrent action as deemed fit by Indian Bank.
  - i) Indian Bank reserves the exclusive right and absolute discretion to call for tenders for any job or otherwise as deemed fit from open market, even during the validity of the rate contract period.
  - ii) Successful rate contract by Indian Bank is no guarantee of any future award of work or inclusion on a particular tender list.

#### **EMD AMOUNT:**

12. **Rs.5,000/-** (Rupees Five Thousand only) by way of a demand draft favouring **Indian Bank, Zonal Office, Satna** and payable at **Satna**.

#### **JURISDICTION AND GOVERNING LAW:**

13. All disputes or differences whatsoever arising between the parties out of or in relation to the construction/ meaning and operation or effect of this rate contract document or breach thereof shall be settled amicably. If, however, the parties are not able to solve it amicably the same shall be settled by arbitration in accordance with the Arbitration and Conciliation Act 1996 (with latest amendments) and the award made in pursuance thereof shall be binding on the parties. The Arbitrator/Arbitrators shall give a reasoned award. Any appeal will be subject to exclusive jurisdiction of courts at Satna.

#### **LIQUIDATED DAMAGES:**

14. Any delay in completion of the work over the stipulated period will attract penalty of 0.5% of the contract value (site Basis) per week subject to maximum of 10% of the contract value. The Bank reserves its right to recover this amount by any mode, which includes adjusting from any payment to be made by the Bank to the Vendor.

#### **VALIDITY PERIOD:**

- 15. The successful Bidders/ Firms/ Vendors will remain in the list of the Bank for **three year** from the date of contract or till the completion of next contract period at the Bank's own discretion (whichever is earlier).
  - i) The Rate contract will be valid for **(03)** Three Year. Initially work will be allotted to one year **(1)** and will be renewed on yearly basis up to maximum three years. On successful completion of first year, renewal for second year will be subject to the satisfactory performance and review by Security Department. Revision of rates during the contract period will not be entertained by Bank for whatsoever reasons.
  - ii) Contract will be valid only, if all eligibility criteria mentioned in the Tender Notice are fulfilled during the entire contract period.
  - iii) If the service provided by bidder is found to be poor and unsatisfactory or if at any point of time during the Tender process it is found that the information provided by bidder is false, the Bank reserves the right to cancel the contract. Bank's decision in this regard will be final.

#### **BANK'S DISCRETION:**

- 16) Bank reserves the right to reject an offer under any of the following circumstances:
  - i) Incomplete offer and/or all documents not attached.
  - ii) Offer is not in conformity with the terms and conditions stipulated in this document.
  - iii) Specifications stipulated in TENDER are not met with.
  - iv) If Financial Bid and Technical Bid are not submitted in sealed envelope separately.
  - v) Financial Bid format differs from actual Financial Bid format of Annexure IV.
  - vi) Violates any terms and conditions in the TENDER document.
  - vii) If found that the information provided in the offer is false.

#### **EVALUATION CRITERIA**

#### 17. **Technical Bids:**

- i) The Technical Bid should be complete in all respects and contain all information asked for in this document. It should not contain any price information.
- ii) The Technical Bid must be submitted in an organized, numbered and structured manner (spiral binding will be appreciated). No brochures/ leaflets etc should be submitted in loose form.
- iii) Technical bid should contain all testimonials as mentioned in previous section of this TENDER document.
- iv) Bank will evaluate the technical bid considering the technical and functional parameters of bidder and evaluation matrix decided by bank.

#### 18. Commercial Bids:

- i) Commercial bids of only technically qualified short listed bidders will be opened. Bank's evaluation of the commercial bids will take into account the status of compliance of terms and conditions. The Price Bid should contain all relevant rates and charges (Service charge / installation Charge) and the rates should be quoted in Indian Rupees only.
- ii) Cost economics of the tender will be decided on the Basis of Total Cost of Equipment/cost of components having low MTBF/ services as enumerated in Annexure-IV.

#### **PATENTS RIGHTS**

19. The Vendor shall indemnify the purchaser against all third party claims on infringement of patent, trademark or industrial design rights arising from use of the Goods, or any part thereof in India.

- i) The vendor shall, at their own expense, defend and indemnify the Bank against all third party claims of infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or any part thereof in India or abroad.
- ii) The Vendor shall expeditiously extinguish any such claims and shall have full rights to defend it there from. If the Bank is required to pay compensation to a third party resulting from such infringement, the Vendor shall be fully responsible for, including all expenses and court and legal fees.
- iii) The Bank will give notice to the Vendor of any such claim without delay, provide reasonable assistance to the Vendor in disposing of the claim, and shall at no time admit to any liability for or express any Intent to settle the claim.
- iv) The Vendor shall grant to the Bank a fully paid-up, irrevocable, non- exclusive license throughout the territory of India or abroad to access, replicate and use software (and other software items) if any, provided by the Vendor, including-all inventions, designs and marks embodied therein in perpetuity.

#### **TERMINATION FOR INSOLVENCY**

22. The Bank may at any time terminate the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Bidder.

#### LIABILITY

- 23. Bidder's aggregate liability under the contract shall apply to third party claims for bodily injury/ electric shock (including death) and damage to real property (due to malfunction of equipment) and tangible personal property caused by bidder's gross negligence/ lapse or due to below standard equipment used by Bidder.
  - i) The Bidder shall be liable for any indirect, consequential, or special damages due to malfunction of the security equipments under the agreement / purchase order.

#### **WARRANTY**

- 24. The offer must include on-site warranty of at least one year or as offered by the OEM but not less than one year from the date of installation and replacement of components however there should not be any additional cost for the warranty period.
  - i) Vendor shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of all equipment, accessories, etc., covered by the offer.
  - ii) The Vendor must warrant all equipment, accessories, spare parts etc, against any manufacturing defects during the warranty period.
  - iii) During the warranty period the Vendor shall maintain the equipment and repair / replace all the defective components at the installed site at no additional charge of whatsoever nature to the Bank.

#### **DELIVERABLES & TIMELINES**

25. The Vendor should ensure that the defects reported in the Fire Extinguishers or its components, software, etc supplied to the Bank on any working day is set right and in no case later than the two working day for branches in any districts of Satna Zone. The defect will be reported by the office/branch directly to vendor, may be in the form of oral, telephone, notice, email, or any other mean of communication. The vendor shall generate a complain number for tracking the complaint status. In case, the system or any equipment cannot be repaired within the stipulated period, the Vendor should provide a replacement till the system/ equipment is returned duly repaired.

#### SPECIFICATION/REFILLING/MAINTENANCE

26. The detailed technical description is enumerated below. The specifications given are as per minimum requirement. Vendors can quote equivalent or higher technical specifications to meet the Bank's requirements. However, no weightage would be given for higher configurations. All components should be BIS certified. A quarterly visit to the offices/branches shall be mandatory for checking the pressure and condition of all the fire extinguishers.

#### a) SPECIFICATIONS FOR PORTABLE FIRE EXTINGUISHER CARBON DIOXIDE 4.5 KGS

SI	Values	Specification		
No				
1.	Scope of work	Supply of Portable CO <sub>2</sub> extinguisher 4.5 kgs-		
		confirming to IS-15683: latest revision and IS		
		marked complete with all fittings.		
2.	Extinguishing Media	CO <sub>2</sub> used in extinguisher shall of Comply IS		
		15222.		
3.	ULC fire rating	10-B:C		
4.	Cylinder Material	Mild steel.		
5.	Valve Material	Plated Brass		
6.	Handle/lever Material	Stainless steel		
7.	Operating Pressure(@70 deg F)	850 PSI		
8.	Temperature Range(Deg C)	-30 degree cent. to 55 degree Cent.		
9.	Nominal discharge time (Sec)	10-18 sec		
10.				
	Discharge horn	Non -conductor of electricity.		
11.	Hose	Min. bursting pressure shall be 275 kgf/cm <sup>2</sup> .		
12.	Discharge Range (mtr)	01-2.4		
13.	Operating type	Squeeze grip		
14.	Test Report & certificates	IS approved Certificate.		
15.	Recommended area for	Electrical/Electronics/inflammable liquid.		
	Utilization			

16.	Marking	Extinguisher permanently marked with the
		following information:
		a) Manufacture's Name or Trade -mark,
		b) Year of Manufacture of the cylinder and test
		pressure.
		c) Method of operation in prominent letters.
		d) ISI Marking, CE marking

#### Refilling/Maintenance of 4.5 Kg CO<sub>2</sub> Fire Extinguisher

- 1. Every carbon Di-oxide extinguisher installed in premises shall be hydraulically pressure tested once in five years. There shall not be any leakage or visible distortion. Extinguisher which fails in these requirements shall be replaced.
- 2. Always discharge gas from extinguisher before sending for HPT and refilling.
- 3. Refilling should be done when cylinder weight is reduced by 10% or more than 10% from gross weight of Cylinder or after Hydraulic pressure Test (HPT).
- 4. Checked the vendor license and demand for supply of HPT certificate after HPT of Cylinder.
- 5. Fire Extinguisher shall comply with IS 15683:2018.
- 6. Maintenance to be done in accordance to IS 2190:2010.
- 7. Shelf life of carbon Di-oxide extinguishers is 15 years only from manufacturing date.

### b) SPECIFICATIONS FOR PORTABLE FIRE EXTINGUISHER STORED PRESSURE 4 KGS ABC TYPE

SI No	Values	Specification		
1.	Scope of work	Supply of Portable extinguisher 4 kgs-confirming to IS -1S683: latest revision and ISI marked complete with all fittings.		
2.	Extinguishing Media	MONNEX.		
3.	ULC fire rating	3A,55B		
4.	Cylinder Material	Mild steel.		
5.	Valve Material	Plated Brass		
6.	Handle/lever Material	Stainless steel		
7.	Operating Pressure(@70 deg F)	15 KGF/CM2		
8.	Temperature Range(Deg C)	-30 degree cent. to 55 degree Cent.		
9.	Nominal discharge time (Sec)	10-20 sec		
10.	Discharge horn	Flexible PVC braided hose fitted with end connection		
11.	Hose	Min. bursting pressure shall be 55 kgf/cm <sup>2</sup> .		
12.	Discharge Range (mtr)	2 Mtr		
13.	Operating type	Squeeze grip		
14.	Test Report & certificates	IS approved Certificate.		

15.	Recommended Utilization	area	for	Class A, B and C i.e. Wood, Paper, Petroleum and electrical equipment.		
16.	Marking			Extinguisher permanently marked with the		
				following information:		
				a) Manufacture's Name or Trade-mark,		
				b) Year of Manufacture of the cylinder and		
				test pressure.		
				c) Method of operation in prominent		
				letters.		
				d) ISI Marking, CE marking		

#### Refilling/Maintenance of 4.5 Kg ABC Fire Extinguisher

- 1. Every Dry chemical powder extinguisher installed in premises shall be hydraulically pressure tested once in three years. There shall not be any leakage or visible distortion. Extinguisher which fails in these requirements shall be replaced.
- 2. Always emptied out Powder from extinguisher before sending for HPT and refilling.
- 3. Refilling should be done when pressure is drop 10% or more than 10% in stored pressure type and caking of powder in DCP cartridge type or after Hydraulic Pressure test (HPT).
- 4. Checked the vendor license and demand for supply of HPT certificate after HPT of Cylinder.
- 5. Fire Extinguisher shall comply with IS 15683:2018.
- 6. Maintenance to be done in accordance to IS 2190:2010.
- 7. Shelf life of DCP extinguisher is 10 years only from manufacturing date.

### c) SPECIFICATIONS FOR PORTABLE FIRE EXTINGUISHER WATER STORED PRESSURE / WATER SQUEEZE GRIP CARTRIDGE TYPE

SI	Values	Specification		
No				
1.	Scope of work	Supply of Portable Water extinguisher 09 lts-		
		confirming to IS-1S683: latest revision and ISI		
		marked complete with all fittings.		
2.	Extinguishing Media	Water		
3.	ULC fire rating	3A		
4.	Minimum period for which	13 Sec		
	throw of jet maintained			
5.	Maximum period to discharge	100 Sec		
	atleast 90% of contents			
6.	Minimum range of jet	2 Mts		
7.	Working Pressure	15 KGF/CM2		
8.	Hydro Pressure	36 KGF/CM2		
9.	Bursting Pressure	55 KGF/CM2		
10.	Operating type	Squeeze grip/ Cartridge type		

11.	Test Report & certificates			IS approved Certificate.		
12.	Recommended	area	for	Class "A" fire i.e. Wood, Paper, etc.		
	Utilization					
13.	Marking			Extinguisher permanently marked with the		
				following information:		
				a) Manufacture's Name or Trade-mark,		
				b) Year of Manufacture of the cylinder and		
				test pressure.		
				c) Method of operation in prominent		
				letters.		
				d) ISI Marking, CE marking		

### <u>Refilling/Maintenance of Portable Fire Extinguisher Water Stored Pressure / Water Squeeze Grip Cartridge Type</u>

- 1. Every Water fire extinguisher installed in premises shall be hydraulically pressure tested once in two years. There shall not be any leakage or visible distortion. Extinguisher which fails in these requirements shall be replaced.
- 2. Always operate the extinguisher before sending for HPT and refilling.
- 3. Refilling should be done when pressure is drop 10% or more than 10% in stored pressure type and In Cartridge type, if Cartridge weight reduced more than 10% or after Hydraulic Pressure test (HPT).
- 4. Checked the vendor license and demand for supply of HPT certificate after HPT.
- 5. Always purchase Fire Extinguisher according to IS 15683:2018.
- 6. Maintenance to be done in accordance to IS 2190:2010.
- 7. Shelf life of DCP extinguisher is 10 years only from manufacturing date.
- 8. Not to be used on Electrical Fire.

### d) SPECIFICATIONS FOR PORTABLE FIRE EXTINGUISHER FOAM STORED PRESSURE / FOAM SQUEEZE GRIP CARTRIDGE TYPE

SI No	Values	Specification		
1.	Scope of work	Supply of Portable Foam extinguisher 09 lts-confirming to IS-1S683: latest revision and ISI marked complete with all fittings.		
2.	Extinguishing Media	Foam		
3.	ULC fire rating	4A, 233B		
4.	Minimum period for which throw of jet maintained	15 Sec		
5.	Maximum period to discharge atleast 90% of contents	60 Sec		
6.	Minimum range of jet	2 Mts		
7.	Working Pressure	15 KGF/CM2		

	11 1 B	36 1/65 /65 /3	
8.	Hydro Pressure	36 KGF/CM2	
9.	Bursting Pressure	55 KGF/CM2	
10.	Operating type	Squeeze grip/ Cartridge type	
11.	Test Report & certificates	IS approved Certificate.	
12.	Recommended area for	Class "B" fire i.e. Petrol, diesel, paints, varnishes	
	Utilization	etc.	
13.	Marking	Extinguisher permanently marked with the	
		following information:	
		a) Manufacture's Name or Trade-mark,	
		b) Year of Manufacture of the cylinder and	
		test pressure.	
		c) Method of operation in prominent	
		letters.	
		d) ISI Marking, CE marking	

### Refilling/Maintenance of Portable Fire Extinguisher Water Stored Pressure / Water Squeeze Grip Cartridge Type

- 1. Every Foam fire extinguisher installed in premises shall be hydraulically pressure tested once in two years. There shall not be any leakage or visible distortion. Extinguisher which fails in these requirements shall be replaced.
- 2. Always operate the extinguisher before sending for HPT and refilling.
- 3. Refilling should be done when pressure is drop 10% or more than 10% in stored pressure type and In Cartridge type, if Cartridge weight reduced more than 10% or after Hydraulic Pressure test (HPT).
- 4. Checked the vendor license and demand for supply of HPT certificate after HPT.
- 5. Always purchase Fire Extinguisher according to IS 15683:2018.
- 6. Maintenance to be done in accordance to IS 2190:2010.
- 7. Shelf life of DCP extinguisher is 10 years only from manufacturing date.
- 8. Not to be used on Electrical Fire.

#### d) **AUTOMATIC MODULAR FIRE EXTINGUISHER**

ABC Dry chemical powder Automatic Modular Fire Extinguisher, the release temperature can be adjusted to suit prevailing conditions.

#### **Technical Data**

Utilization Temperature: 57 degree cent. to 107 degree cent.

Capacity	Working	Testing	Area	Volume	Operation	Hanging
	Pressure	Pressure	Protection	Protection	Time	Vertically
	(KGF/CM2)	(KGF/CM2)	(L*B)	(L*B*H)	(Second)	above risk
5 Kgs	7 to 10	35	3.5 to 4	8 m3	10-15	1. 5M to 2M

			m2					
10 Kgs	7 to 10	35	7 to 8 m2	15 m3	15-20	1.	75M	to
						2.25M		

#### **DISPUTE MANAGEMENT**

- 27. The provisions of this tender shall always be subject to Government Notifications, any rules/ guidelines that may be in force from time to time.
  - i) All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of these Tender Documents or breach thereof shall be settled amicably. However, if the parties are not able to solve it amicably, the same shall be settled by arbitration in accordance with the provisions of "Arbitration and Conciliation Act 1996" or any statutory modifications or reenactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.
  - ii) The arbitrator shall be appointed with the mutual consent of both the parties. However there is a provision of appeal if either party is not satisfied with the arbitration award.
  - iii) During the arbitration proceedings the Bidder shall continue to work under the Contract unless otherwise directed in writing by the Bank or unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained.

#### **NUISANCE**

28. The Bidder shall not at any time cause or permit anyone to cause any nuisance on the site or do anything which shall cause unnecessary disturbance or inconvenience to the Bank, Owners, Tenants or occupants of other properties near the site and to the customers/ public generally.

#### NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

29. There are no obligations to accept the lowest or any other offer received in response to this notice and Bank is entitled to reject any or all offers without assigning any reasons whatsoever. The Bank will have right to opt for any new technology option for the Banks usage.

#### **FORCE MAJEURE**

- 30. Notwithstanding the provisions of TCC (Terms and Conditions of Contract), the Bidder shall not be liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that the delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
  - i) For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Bank in its sovereign

capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

ii) If a Force Majeure situation arises, the Bidder shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

#### **EXECUTION OF SLA**

31. On completion of the Bid Process, the successful bidder(s) should execute a Service Level Agreement. Bidder(s) should also execute a Non- Disclosure Agreement in the Bank's prescribed format. The agreement/ contract would be signed in Satna only and stamped as per Madhya Pradesh Stamp Act. All the stamp duty shall be borne by the Bidder.

#### RESTRICTION OF FURTHER CONTRACTS

32. The Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Bank's prior written consent. Consortium and joint venture responses are not allowed, in any case. Also, bidders have to note that no sub-contracting/ sub-letting is allowed.

#### **AMENDMENTS TO CONTRACT**

33. No variation in or modification of the terms of the Contract shall be made, except by written amendment, signed by the parties.

#### CONFIDENTIALITY OF CONTRACT DOCUMENTS & INFORMATION

- 34. The Bidder shall not, without the Bank's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the bank in connection therewith, to any person other than a person employed by the Bidder in the execution of the Contract.
  - i) Disclosure to any such employed person shall be made as confidential and shall extend only as far as may be necessary for purposes of such performance.
  - ii) The Bidder shall not, without the Bank's prior written consent, make use of any document or information except for purposes of performing the Contract.
  - iii) Any document, other than the Contract itself, shall remain the property of the Bank and shall be returned (in all copies) to the Bank on completion of the Bidder's performance under the Contract, if so required by the Bank.
  - iv) Bidder to submit Audited Balance Sheets & FRs within 6 months of close of financial year of the successful Bidder, failing which Bank will withheld payments. Bank will scrutinize the FRs and may decide to continue the contract or terminate.

#### **PUBLICITY**

35. Any publicity by the bidder in which the name of Indian Bank is to be used should be done only with the explicit written permission of Indian Bank.

#### **AUTHORIZED SIGNATORY**

- 36. All pages of this TENDER document and corrigenda must be stamped and initialed by the authorized signatory of the bidder confirming acceptance to all terms and conditions of this TENDER and should be submitted as part of the technical bid.
  - a. After completion of selection process the Bank will finalize the contract with the selected Bidder(s). To ensure this both the parties shall also be liable to make authorized officials to be present for discussions.
  - b. The Bidder(s) shall submit a Board resolution in case of a company and/or authorization letter duly signed by the authorized signatory naming the official(s) who shall be authorized to hold discussions, time and venue of which shall be intimated to the successful bidder in writing at least 3 calendar days in advance.

\*\*READ THE TENDER DOCUMENTS CAREFULLY BEFORE SUBMISSION\*\*