

इंडियन बैंक



Indian Bank

इलाहाबाद

ALLAHABAD

Zonal Office
Indian Bank, Midnapore
Station Road, Near Old Water Tank, Midnapore (W.B.)-721101
E-mail id- zomidnapore@indianbank.co.in

OPEN TENDER

RATE CONTRACT FOR
NEW INSTALLATION, REFILLING & MAINTENANCE OF **FIRE EXTINGUISHERS**
FOR **INDIAN BANK** BRANCHES/OFFICES
UNDER MIDNAPORE ZONE

Tender Documents Availability: 22th **Feb 2021**
Last Date of Tender Submission: 1.00 PM on 10th **March 2021**
Date of Technical Bid Opening: 3:30 PM on 10th **March 2021**
Cost of Tender Documents: Rs. 1000.00 payable by DD
EMD: Rs.10,000.00 payable by DD

Name of the Applicant/Firm:

Address: :

TENDER Cost DD's Details _____

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SCHEDULE OF EVENTS

Tender Bid Document Availability	Bidding document can be downloaded from website www.indianbank.co.in from 20th February 2021 or can be obtained from Security Dept, ZO, Midnapore
Pre - bid query	Up to 05th March 2021 From 3 PM to 4 PM at 9 either telephonically or at Indian Bank Zonal Office Midnapore
Last date of submission of bids	10th March 2021 - 1 PM
Opening of Technical Bids	10th March 2021 - 3.30 PM Authorized representatives of Bidders to remain present during opening of the Technical Bids. However Technical Bids would be opened even in the absence of any or all of the Bidders representatives if they fail to depute any of their representatives on the given date.
Contact Details	Neeraj Dharia / 7433915987
Address for Communication and submission of bid.	Security Officer Zonal Office Indian Bank, Near Old Water Tank Midnapore West, West Bengal- 721101
Telephone	7433915987
All correspondence relating to this TENDER should be sent to following email id	ZO.midnapore@indianbank.co.in
Cost of the TENDER Bid document	INR 1,000.00/- (INR One Thousand Only)
Earnest Money Deposit	INR 10,000.00/- (INR Ten Thousand Only)

IMPORTANT DEFINITIONS

TERMS	DEFINITIONS
BANK	India Bank
ZO	Indian Bank Zonal Office, Near Old Water tank, Station Road, Midnapore
Branch	Indian Bank Branch
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

NOTICE INVITING TENDER

RATE CONTRACT FOR NEW INSTALLATION, REFILLING & MAINTENANCE OF FIRE EXTINGUISHERS

INTRODUCTION

1. India Bank, Zonal office, invites sealed quotations in two bid system for rate contract for **New installation, Refilling and Maintenance** of Fire extinguisher of its branches/ offices under its jurisdiction comprising of 03 districts of West Bengal i.e. East Midnapore, West Midnapore and Jhargram 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 Tender fee and EMD 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 Midnapore has a network of 83 Branches/ Offices spread across three districts of West Bengal. 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 Vendor 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, refilling and maintenance of Fire extinguisher 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 in West Bengal state. (Details to be provided in format Annexure II).
 - c) The OEM shall have minimum annual turnover of Rs30.00 lacs for last three years and should be in profit. (Relevant copies of Balance Sheets and IT return to be submitted).
 - d) The OEM/authorized Vendors must be on panel of at least one PSUs/ PSBs/ Govt. Departments and have at least one running contracts with PSU/PSB/Government, Department, Performance report/ certificate of running contract for same to be enclosed.
 - e) The Vendors should have valid PAN, GST registration number etc. allotted by competent authorities.
 - f) The Vendors 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.

Nature and Scope of Work

4. New Installation, refilling and maintenance of Fire Extinguishers at various branches / offices of Indian Bank, Midnapore 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, Refilling and maintenance of Fire Extinguishers shall be placed by the concerned Zone/ Region as per their requirements.
- a) Please note that the invitation of tender is for New Installation, Refilling and maintenance of 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 refill newly installed Fire Extinguishers at their own cost during warranty period and thereafter undertake refilling services as per bank's process.
 - c) The Vendor will maintain the data sheet of fire extinguishers of each branch/ office with details such as manufacturing date, type and capacity of extinguishers, location, date of refilling and next due date for refilling etc. A copy of the Branch / Office wise data sheet of Fire Extinguisher will be provided to the Zonal Office as well as to the concerned Branch/Office.
 - d) The Vendor must ensure timely refilling and hydraulic testing of Fire Extinguishers as and when required. In case a fire extinguisher fails in hydraulic test, consequent requirement of new fire extinguisher will be projected to Zonal Office/ Regional Office and only after getting firm order new replacement fire extinguisher will be provided.
 - e) The vendor/contractor will follow the norms and procedures laid down for installation, refilling and maintenance of fire extinguishers in IS 2190:2010 certifications Annex 'B', 'C', 'D' and 'E'.
 - f) The vendor will carry fire extinguisher to his own workshop for the same purpose only after taking prior approval of the Branch Manager. The log sheet of hydraulic testing will be maintained by the vendor and shared with the Branch / Zonal Office (Security Department) also.
 - g) The type and capacity for new fire extinguishers (whenever required) will be decided by the Zonal Office and the new fire extinguishers must be BIS 15683:2018 marked
 - h) Imparting training to staff members about handling and use of each type of Fire Extinguishers during the time of refilling. Imparting training and demonstration of Fire extinguishers at Bank premises on special occasions without any cost to Bank.

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 on each and every page with official seal and enclosed along with the Application Documents. Bidders must enclose Draft for amount Rs. 1000/- (Rs One Thousand only) in favor of "Indian Bank" payable at Midnapore towards cost of Application Documents (Non-refundable). Applications without application fee of Rs. 1000/- shall summarily be rejected.

RATE CONTRACT PROCESS

6. The selection of Bidders for supply, installation, refilling and maintenance of Fire extinguisher shall be done in two bid format 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, refilling & Maintenance of 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 **3:30 PM on 10 March 2021**, or on any suitable date as decided by the bank's committee for the purpose.
- vi) An undertaking that firm is capable of undertaking installation, refilling and maintenance work in rural areas where majority of bank's branches are located (To be enclosed with Technical Bids).

c) 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, refilling & Maintenance of 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.
- ii) The Financial Bid should contain all relevant rates and charges (Service charge / installation Charge) and the rates should be quoted in Indian Rupees only.

Imp:-Technical & Financial bid shall be submitted in separate and sealed envelope.

- vi) Interested Bidders may arrange to submit their application duly complete in all respects in a sealed envelope cover superscripted "Application for New Installation, refilling & Maintenance of Fire Extinguishers" on or before **1 PM. 10 March 2021**, at the following address:

**The Assistant General Manager,
Indian Bank Zonal Office, Station Road
Near Old Water Tank, Midnapore- 721101**

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 IS:15683 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 model for a period of 5 years from the date of installation.
- i. OEM should have dedicated fire extinguisher equipment support center available during working hours and a fully equipped repair and maintenance office in India. Document details to be submitted for verification.
 - ii. OEM should be ISO 9001 certified.
 - iii. Documents of Manufacturing license/ Registration of the OEM factory need to be submitted for verification.
 - iv. 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. The fire extinguishers should be of same Make for which the OEM has authorized and rates have been quoted in TENDER process.
 - viii. Serial number & IS certificate of products to be provided by the OEM.
 - ix. 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.
 - x. Service office details to be provided pan India. Authorized dealers/Vendors of OEM need to be there in cities of West Bengal.
- c) **Past Record:** The Bidder or their entities should not have been blacklisted by any PSU/PSB/Govt Organisation in past 3 years. A notarized certificate be submitted stating that the company/firm or its owner or any sister concern have not been so blacklisted.
- i. Bidders A/c should not be classified as NPA by any bank. A self-declaration to be submitted by bidder along with Bid Documents.

PAYMENT TERMS

8. No advance payment shall be made against purchase order.
 - i. Payments shall will 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 officials.
 - ii. Refilling / Maintenance charges will be released by individual Branch / Offices after completion of the work against submission of a service report. The firm shall provide maintenance/ refilling schedule in the beginning of the year & maintain a datasheet for every visit/ filling or new equipment installed. Copy of data sheets have to be provided in electronic form by mail to the Branch and respective regional office. The mail Ids are to be collected from Branch where fire extinguishers are installed.
 - 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:

1. 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.
 2. **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.
 3. 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 PM, 05th March 2021 at zomidnapore@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:

- a) 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.
- b) Applications submitted without cost of Application Documents Rs 1000/- and EMD amount Rs. 10,000/- or which do not confirm unconditional validity of the application as prescribed or 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.
- c) 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.
- d) 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.
- e) If the Bidders are found, subsequent to their registration, not complying with, any of the eligibility criteria.
- f) If the performance and services of the bidder have been found poor or sub-standard.
- g) 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.
 - a) 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.
 - b) 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. The Bidder should deposit Demand Draft of Rs. 10,000/- in favor of "Indian Bank" payable at Midnapore along-with Technical Bid as EMD amount. The EMD amount of bidders who qualifies for rate contract will be retained with the Bank till the period of contract, EMD amount will be returned to the unsuccessful bidder immediately after completion of the process.

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 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 Midnapore.

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).
- a. The Rate contract will be valid for **(03) three year**. On successful completion of one 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.
 - b. Contract will be valid only, if all eligibility criteria mentioned in the Tender Notice are fulfilled during the entire contract period.
 - c. 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. Bid security (EMD) is not submitted.
- ii. Incomplete Offer and/or all documents not attached.
- iii. Offer is not in conformity with the terms and conditions stipulated in this document.
- iv. Specifications stipulated in TENDER are not met with.
- v. If Financial Bid and Technical Bid are not submitted in sealed envelope separately.
- vi. Financial Bid format differs from actual Financial Bid format of Annexure IV.
- vii. Or violates any terms and conditions in the TENDER document.
- viii. Or If found that the information provided in the offer is false.

EVALUATION CRITERIA

17. Technical Bids :

- a) 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.
- b) 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.
- c) Technical bid should contain all testimonials as mentioned in previous section of this TENDER documents.

18. Commercial Bids:

- a) 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.
- b) L1 will be decided on the basis of Total Cost of Equipment/ 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.

- a. The Vendor shall, at their own expense, defend and indemnify the Bank against all third party claims or infringement of intellectual Property Right, including Patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in India or abroad.

- b. 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.
- c. 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.
- d. 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 .
 - a. 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 1 year from the date of installation and commissioning of the extinguisher however there should not be any additional cost for the warranty period.
 - a. 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.
 - b. The Vendor must warrant all equipment, accessories, spare parts etc, against any manufacturing defects during the warranty period.
 - c. 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.

25. Deliverables & Timelines

The Vendor should ensure that the defects reported in the FIRE EXTINGUISHER supplied to the Bank on any working day is set right within two days and in no case later than the two working day. 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.

26. SPECIFICATION/REFILLING/MAINTENANCE

A QUARTERLY VISIT TO THE 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

S No	Values	Specification
1.	Scope of work	Supply of Portable CO ₂ extinguisher 4.5 kgs- confirming to IS -15683: latest revision and ISI marked complete with all fittings.
2.	Extinguishing Media	CO ₂ 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 ² .
12.	Discharge Range (mtr)	01-2.4
13.	Operating type	Squeeze grip
14.	Test Report & certificates	IS approved Certificate.
15.	Recommended area for Utilization	Electrical/Electronics/inflammable liquid.
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 Co2 Fire Extinguisher

1. Every carbon Di-oxide extinguisher installed in premises shall be hydraulically pressure tested once in 5 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

S No	Values	Specification
1.	Scope of work	Supply of Portable extinguisher 4 kgs-confirming to IS -15683: 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	Flexibile PVC braided hose fitted with end connection.
11.	Hose	Min.bursting pressure shall be 55 kgf/cm2.
12.	Discharge Range (mtr)	2 Mtr
13.	Operating type	Squeeze grip
14.	Test Report & certificates	IS approved Certificate.
15.	Recommended area for Utilization	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 3 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) 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 Pressure (KGF/CM2)	Testing Pressure (KGF/CM2)	Area Protection (L*B)	Volume Protection (L*B*H)	Operation Time (Second)	Hanging Vertically above risk
5 Kgs	7 to 10	35	3.5 to 4 m2	8 m3	10-15	1.5M to 2M
10 Kgs	7 to 10	35	7 to 8 m2	15m3	15-20	1.75M to 2.25M

27. DISPUTE MANAGEMENT

The provisions of this tender shall always be subject to Government Notifications, any rules/ guidelines that may be in force from time to time.

- a. 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 re-enactments thereof and the rules made there under and for the time being in force, shall apply to the arbitration proceedings.
- b. 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.
- c. 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.

28. NUISANCE:

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.

29. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER

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.

30. FORCE MAJEURE

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.

a. 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.

b. 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.

31. EXECUTION OF SLA

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 Midnapore only and stamped as per West Bengal Stamp Act. All the stamp duty shall be borne by the Bidder.

32. RESTRICTION OF FURTHER CONTRACTS

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.

33. AMENDMENTS TO CONTRACT

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

34. CONFIDENTIALITY OF CONTRACT DOCUMENTS & INFORMATION

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.

- a. 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.
- b. 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.
- c. 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.
- d. Bidder to submit Audited Balance Sheets & FRs within 6 months of close of financial year of the successful Bidder, failing which Bank will, withheld monthly payments across the state. Bank will scrutinize the FRs and may decide to continue the contract or terminate.

35. PUBLICITY

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.

36. AUTHORIZED SIGNATORY

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****

**Application for participation in TENDER for
New Installation, Refilling of Fire Extinguishers
(TO BE TYPED ON THE BIDDER'S PRINTED LETTER HEAD)**

The Assistant General Manager
Indian Bank, Zonal Office Midnapore
Station Road, Near Old Water Tank
Midnapore, West Bengal - 721101

Dear Sir,

Subject: Application for participation in Tender for New Installation, Refilling & maintenance of Fire Extinguisher

1. This has reference to the captioned subject, we have carefully perused and understood the criteria mentioned in the Tender Notice released on the website of the Bank.
2. Accordingly, we now submit the application form duly completed in all respects, together with certified copies of the following documents as required by you for participation in Tender for New Installation, Refilling & maintenance of Fire Extinguisher to your bank.
3. We confirm that all information given herein is true to the best of our knowledge. We also understand and confirm that if any of the information given is found to be incorrect either fully or partially or any false/fake document is submitted at any stage, you may reject the application summarily and also take any legal action as per law.
4. It is also confirmed that we hereby agree with all the terms and conditions laid down in the application/empanelment documents.

Yours faithfully,

(Bidder's Signature, Name with Seal)

Encl: Documents:-

BIDDER PROFILE

1. Name of the Organization
 Address

 Contact
 Email id

2. Year of Establishment:.....
 3. Status of the firm:

.....
 (Whether Pvt. Ltd. company / Public Ltd. company/ Partnership Firm)

4. Name of the Chairman/Managing Director/CEO/Country Head (as the case may be):

5. Whether registered with the Registrar of Companies/Registrar of Firms in India. If so, mention number and date and enclose Registration Certificate copy.

6. a) Name and address of Bankers :

b) Turnover of the Company/Firm in 2018-19, 2019-20 and 2020-21:
 (Please attach a copy of audited Profit & Loss Account for the above 3 years)

2018-19: (In Lakhs)
 2019-20: (In Lakhs)
 2020-21: (In Lakhs)

7. Whether registered for GST purposes. If so, mention number and date. Also furnish copies of GST certificate.

8. Whether an assessee of Income Tax. If so, mention Permanent Account Number. Furnish copies of Income tax clearance certificate.

9. Is the Company/Firm a manufacturer of the portable firefighting equipment/ accessories required by the Bank? If yes,

10. a) Give the Name of the equipment and place where manufacturing unit is located.

b) Mention the address and phone number of the company's Head Office/ Offices at West Bengal. (Attach details as separate enclosure):

.....
.....

c) Give the date of opening of company's Offices at West Bengal

.....

d) Give details of the after-sales service facility in terms of technical manpower and spares provided by your company at your West Bengal Office

.....
.....

11. What are your main fields of activities? Mention the fields giving the annual turnover for each field?

- i)
- ii)
- iii)
- iv)

12. Since when and how long your Company/firm has been installing portable firefighting equipment required by the Bank?

.....
.....
.....

13. If you have been prequalified by other organization/ statutory bodies, such as Banks, companies, etc. for installing Fire Extinguisher, furnish their names, category and date of registration.

.....
.....
.....

14. Furnish the names of renowned organizations, where you have provided Portable Fire Extinguisher in the last three years, i.e., from 01 January 2018 onwards:

Name of Organization with Address	Year of Installation	Value of orders
-----------------------------------	----------------------	-----------------

- | | | |
|---------|-------|-------|
| 1. | | |
| 2. | | |
| 3. | | |

(Please attach copies of their orders or other proof documents)
(A separate sheet may be attached if the above space is inadequate)

15. Details of Technical Staff at various locations

Sr. No.	Name	Qualification	Post Held	Experience
1.				
2.				
3.				

Declaration

I / We have read and understood the tender documents and I / We understand that if any false information is detected at a later date, any contract made between ourselves and Indian Bank on the basis of the information given by me / us can be treated as invalid by the Bank and I/ We will be solely responsible for the consequences. I / We agree that the decision of Indian Bank in selection of bidders/contractors will be final and binding to me / us.

I / We agree that I / We have no objection if enquiries are made about the work listed by me / us here in above and/or in the accompanying sheets. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.

I/We the authorized signatory of the firm undertake to state that our Firm has proper infrastructure and resources and is capable of undertaking installations, refilling and maintenance work of all types of Fire extinguishers installed in 84 branches/offices of Indian Bank including all rural areas. We further undertake to state that we would be supplying all spare parts of quoted modules for a minimum period of 03 years from the date of Installation.

Place.

Date.

SIGNATURE:

Name

Designation

Seal of the Company

LIST OF ENCLOSURES**Annexure-III****TO BE ATTACHED WITH TECHNICAL BIDS**

SL.NO.	PARTICULARS	ENCLOSED YES/NO
1.	Certificate of Registration of company/dealership	
2.	Certificate of registration with income tax, GST, EPF, ESI and VAT/tin etc	
3.	Details & no. of company owned registered offices/ service centers in West Bengal with names of employees address, Tel no., etc	
4.	Audited balance sheet & profit/loss a/c statement for last three years	
5.	Empanelled with govt./public sector/banks	
6.	Work executed- work orders/AMC/Client Certificate, relevant TDS certificate	
7.	Details of work on-hand performance certificate, relevant TDS certificate, etc. From banks (preferably) govt., semi-govt. Bodies	
8.	Details of Pre-qualification works	
9.	ISO/BIS certificate	
10.	Customer reference	
11.	Documentation: - product, brochures, leaflets, manuals, warranty conditions etc.	
12.	Notarized Certificate that Authorized dealer/Firm/OEM or its Sister Agency have not been blacklisted	
13.	Document in support of any other information	

Note:- In absence of any of the information/enclosures OR and FAKE, WRONG, FICTICIOUS, FLLACIOUS, etc reporting, the tender is likely to be rejected.

The Vendor shall produce/provide original of any documents, required by the Bank for Verifications

LIST OF ENCLOSURES**TO BE ATTACHED WITH TECHNICAL BIDS**

SL.NO.	PARTICULARS	ENCLOSED YES/NO
1.	Certificate of Registration of company/dealership	
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5.	Empanelled with govt./public sector/banks	
6.	Work executed- work orders/AMC/Client Certificate, relevant TDS certificate	
7.	Details of work on-hand performance certificate, relevant TDS certificate, etc. From banks (preferably) govt., semi-govt. Bodies	
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