



UNION BANK OF INDIA REGIONAL OFFICE - SALEM

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FIVE ROADS JUNCTION, SALEM -636004

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REQUEST FOR PROPOSAL (RFP)

FOR

EMPANELMENT OF VENDORS FOR SUPPLY, INSTALLATION & MAINTENANCE OF  
OF PORTABLE /AUTOMATIC MODULAR FIRE EXTINGUISHERS IN THE

BRANCHES / OFFICES /ATMs OF UNION BANK OF INDIA

SALEM & TIRUPPUR REGIONS

TECHNICAL CUM COMMERCIAL OFFER

REF No. - ROS:SEC: RFP: 2: 2022 dated 21.04.2022

This RFP Document contains 36 Pages including this Cover Page

### BID DETAILS

RFP Reference No. and Date	: ROS:SEC:RFP:2:2022 dated 21.04.2022
RFP Title	: Request for Proposal (RFP) for Empanelment of vendors for Supply, Installation & Maintenance of of Portable/Modular Fire Extinguishers in the Branches / Offices / ATMs of Union Bank of India Salem & Tiruppur Regions
Document Cost	: <b>Rs.500/- (Rupees Five Hundred only)</b> Pay Order / Demand Draft in favour of Regional Office, Union Bank of India, Salem payable at Salem
Tender Start Date	: <b>23.04.2022 from 10.00 AM onwards</b>
Last date and time for Receipt of Bidding Document	: <b>13.05.2022 at 4.00 PM</b>
Technical Bid opening date / time	: <b>13.05.2022 at 4.30 PM</b>
Place of Tender opening	: Union Bank of India Regional Office, Salem Annapuram, Gandhi Nagar, Five Roads Junction, Salem -636004
Pre-bid Meeting Date / Time	: <b>02.05.2022 at 4.00 PM</b> at Union Bank of India, Regional Office, Salem
Seek clarification start / end date & time	: <b>23.04.2022</b> 10.00 A.M to <b>12.05.2022</b> , 05.00 P.M.
Address for communication	: Union Bank of India, Regional Office - Salem 313 A, Annapuram, Gandhinagar, Behind Chennai Silks, Five Roads Junction, Salem - 636004
Contact to Bidders	: Interested Bidders are requested to send the email to <a href="mailto:rso.salem@unionbankofindia.bank">rso.salem@unionbankofindia.bank</a> , containing following information, so that in case of any clarification same may be issued to them. Name of company, contact person, mailing address with Pin Code, Telephone No., e-mail address, Mobile No. etc...

## **REQUEST FOR PROPOSAL (RFP)**

### **1. INTRODUCTION**

Union Bank of India, a Public Sector Bank invites sealed tenders in TWO-BID system i.e. **Technical Bid** and **Commercial/Price Bid** in the prescribed format from eligible bidders for empanelment of Vendors for supply, installation & maintenance of Portable & Automatic Modular Fire Extinguishers in the Branches/ Offices/ATMs of Salem & Tiruppur Regions of the bank.

The tender documents can be downloaded from Bank's corporate website: [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) and also from [www.eprocure.gov.in](http://www.eprocure.gov.in), of Central Public Procurement Portal. The tender documents shall be available from **23.04.2022** to **12.05.2022** and the last date for receipt of tender is **13.05.2022** up to 04.00 PM. Tender opening date is **13.05.2022** at 04 30 PM at Union Bank of India, Regional Office Salem.

#### **1.1 SCOPE OF THE TENDER**

The broad scope of the tender is as under:

- 1.1.1. Empanelment of Vendors for supply, installation, and maintenance of Portable as well as Automatic Modular Fire Extinguishers in the Branches/Offices/ATMs of Salem & Tiruppur Regions of Union Bank of India.
- 1.1.2. Salem Region of Union Bank of India comprises branches/offices/ATM sites in Salem, Erode, Namakkal, Dharmapuri and Krishnagiri districts of Tamilnadu State; herein after will be referred as Salem Region.
- 1.1.3. Tiruppur Region of Union Bank of India comprises branches/offices/ATM sites in Tiruppur, Sivagangai, Dindigul, Karur and Theni districts of Tamilnadu State; herein after will be referred as Tiruppur Region.
- 1.1.4. Entering a Rate Contract (RC) with one or more of the shortlisted vendors for supply, installation and maintenance of Portable as well as Automatic Modular Fire Extinguishers.
- 1.1.5. Entering a Post Warranty Comprehensive Maintenance Contract (PWCMC) with one or more of the shortlisted vendors for supply, installation and maintenance of Portable as well as Automatic Modular Fire Extinguishers.

#### **1.2 LOCATIONS TO BE COVERED**

Salem Region: 77 Branches/2 Offices/ 91 ATM sites in Salem, Erode, Namakkal, Dharmapuri and Krishnagiri districts.

Tiruppur Region: 58 Branches/2 Offices/73 ATM sites in Tiruppur, Sivagangai, Dindigul, Karur and Theni districts.

The scope of this RFP covers the existing Branches / Offices / ATMs (Both Onsite & Offsite) of the Bank in the above Districts and those opened during the tenancy of this contract.

## **2. SCOPE OF THE WORK**

- 2.1. Supply, Installation, Commissioning and Annual Maintenance Contract of Portable & Automatic Modular Fire Extinguishers in Branches/ATMs/Offices of Union Bank of India, in Salem & Tiruppur Regions, as and when required basis.
- 2.2. Rate contract for supply and installation of new extinguishers will be for the period of one year; however, empanelment will be valid for a period of three years. If both parties are willing to continue the contract at the same rate and terms and conditions, it may be extended for further one year up to maximum period of three years subject to satisfactory services of the vendors/firms. Rates fixed at the time of contract will be non-negotiable and no revision will be permitted.
- 2.3. If the Central Office or any higher office of Union Bank of India conducts Pan India Rate Contract, Regional Office Salem/Tiruppur will have the right to cancel this Rate Contract. In such case, notice of one month will be served to the firm for termination of Rate Contract and no other claims will be entertained.

## **3. ELIGIBILITY CRITERIA FOR SHORT-LISTING**

For Rate Contract or Short listing of Vendors, the vendors shall submit **self-attested copy** of documents along with the Tender. Vendors not submitting **self-attested copy** of documents and/or not conforming to any of these parameters will not qualify for Rate Contract or Short listing:

## **4. TECHNICAL BID OFFER (TO)**

- 4.1. The Technical Bid Offer (TO) should be completed in all respects and contains all information asked for in this document. *It should not contain any price information.*
- 4.2. The Technical Bid Offer should comprise of the following:
  - 4.2.1. Acceptance of Terms and Conditions as per Annexure-I.
  - 4.2.2. Document cost Rs.500/-i.e., Cost of RFP Forms.
  - 4.2.3. Biodata of the Firm/Vendor as per Annexure II.
  - 4.2.4. Reference site details.
  - 4.2.5. Documentation- Product Brochures, leaflets, manuals etc., if any should be submitted
  - 4.2.6. Copy of Tender document signed by authorized signatory with seal on all pages
- 4.3. LATE BIDS:-Any bid received after the deadline for submission of bid prescribed by the bank will be rejected and/or returned unopened to the Bidder, if bidder desires so.
  - 4.3.1. Note: All the Annexure IV(A), IV (B) and IV (C) Commercial bid) should be **submitted duly signed with Name and designation of the authorized person with seal of the company.** The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract. **The authorization shall be indicated by written power of attorney to participate**

**in the tender.** Bids signed by representatives who don't have **written power of attorney to participate in the tender** shall be rejected. All pages of the bid including un-amended printed literature shall be initialed by the person or persons signing the Bid.

4.3.2. Self-Attested Photocopies of relevant documents / certificates as proof in support of various information submitted in aforesaid annexure and other claims made by the vendor.

## **5. ELIGIBILITY CRITERIA FOR SHORT-LISTING (EMPANELMENT)**

For empanelment of vendors and/or for contracting, the minimum eligibility criteria and their relevant proof of documents are as under:

- 5.1. Location of Office & Good after sales service: **The Firm/OEM should have its own office/authorized dealers /service centres with adequate team of Engineers and Technicians functioning in the state of Tamilnadu.**
- 5.2. The vendor should be Original Equipment Manufacturer (OEM) or authorized channel partner or authorized dealer or authorized distributor of the company. For authorized channel partner/dealer /distributor ink signed copy of authorization letter from the OEM must be submitted in original. The certificate so furnished should clearly mention the period for which such authorization is valid and firm name, address, and contact details from where after sales services shall be provided to the Bank.
- 5.3 The vendor should have minimum **one year experience of work of similar nature in minimum one Public or Private Sector Bank/ Public Sector Undertakings/ Central or State Govt Departments** (Proof documents- Work orders and completion certificate from concerned organization substantiating providing services since last one year).
- 5.4. Good Product quality and Robustness: - All Products for which BIS standards exist, should conform to the latest BIS standards. The vendor must produce substantive proof for meeting BIS standards for the products for which the standard exists and should conform to those standards.
- 5.5. Vendor should give a full demonstration of Fire Extinguishers at RO Salem or any other convenient site suitable to the bank at their own cost.
- 5.5. Firms should have their own employees and should have Infrastructure and network support.
- 5.6. Firms should have Income Tax PAN, TIN No and the Income tax return. (Self-attested copies of pan card, TIN No and latest Income Tax return to be submitted).
- 5.7 Firms should have valid GST Registration number (Self attested copy of certificate to be submitted).
- 5.8 Firm's office should have telephone connection and e-mail facility which should be manned during the office hours for receiving of complaints/Purchase orders.

E-mail/ WhatsApp messages will be considered as valid means to report complaint and vendor is bound to attend the complaint within 48 hrs.

- 5.9. Firms shall not be owned or controlled by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956. (A certificate denying the ownership of Agency/Firm/Manufacturer/Dealer by any director or officer/employee of the bank or their relatives having the same meaning as assigned under section 6 of the Companies Act 1956 issued by the CEO or Director of the Firm to be submitted along with the tender).
- 5.10. Firms should submit an undertaking (on their letter head) that they have not been blacklisted by any of the Govt. Authority or PSUs/PSBs duly signed by authorized signatory with company seal.
- 5.11. Firms should have registration number for payment of service tax (Attested copy of proof to be submitted or undertaking stating that their firm doesn't come under the purview of service tax registration by CEO of the company with company seal to be submitted).
- 5.12. The average annual financial turnover during the last three years, ending **31<sup>st</sup> March 2021, should be 5 Lakh**. The bidders should submit audited Balance Sheet and Profit & Loss Account Statement for the past three financial years to qualify for empanelment

## 6. TECHNICAL REQUIREMENTS:

- 6.1 All the portable /modular fire extinguishers to be supplied to the Bank are to conform to the current BIS certification, IS 15683:2018 (Portable Fire Extinguishers - Performance and construction). Technical requirements of the Portable Fire Extinguishers of various types are as under: -

Sl.No.	Description of Item
1.	<b><u>Water type fire extinguisher of 9 lit. capacity</u></b> <ul style="list-style-type: none"> <li>➤ Squeeze grip CO2 gas cartridge/ stored pressure type</li> <li>➤ With wall bracket mounting or floor stand (as per Bank's requirement)</li> <li>➤ With initial refilling at site.</li> <li>➤ With Fire Extinguisher Zebra Cross Sign Boards</li> </ul>
2.	<b><u>Dry Chemical Powder (DCP) type fire extinguisher of 4/5/6 Kg capacity</u></b> <ul style="list-style-type: none"> <li>➤ Squeeze grip CO2 Gas cartridge/ stored pressure type</li> <li>➤ With discharge hose and nozzle fitted</li> <li>➤ With wall bracket mounting or floor stand (as per Bank's requirement)</li> <li>➤ With initial refilling at site.</li> <li>➤ With Fire Extinguisher Zebra Cross Sign Boards</li> </ul>
3.	<b><u>ABC Powder type fire extinguisher (2 / 4 / 6 Kg capacity)</u></b> <ul style="list-style-type: none"> <li>➤ Squeeze grip CO2 Gas cartridge/ stored pressure type</li> <li>➤ With high pressure braided discharge hose, plain nozzle</li> <li>➤ With wall bracket mounting or floor stand (as per Bank's requirement)</li> <li>➤ With initial charge (Powder)</li> </ul>

	➤ With Fire Extinguisher Zebra Cross Sign Boards
4.	<p><b><u>Carbon dioxide (CO2) fire extinguisher (2 / 3/ 4.5 Kg capacity)</u></b></p> <ul style="list-style-type: none"> <li>➤ Made of manganese seamless tube high pressure steel cylinder</li> <li>➤ Internal discharge tube with 1-meter discharge hose,</li> <li>➤ Horn fitted with Squeeze grip</li> <li>➤ With wall bracket mounting or floor stand (as per Bank's requirement)</li> <li>➤ With initial charge.</li> <li>➤ With Fire Extinguisher Zebra Cross Sign Boards</li> </ul>
5	<p><b><u>Automatic Modular ABC Powder type fire extinguisher (2 / 5 Kg capacity)</u></b></p> <ul style="list-style-type: none"> <li>➤ With ceiling mounting (as per Bank's requirement)</li> <li>➤ With initial charge.</li> <li>➤ With Fire Extinguisher Zebra Cross Sign Boards</li> </ul>

6.1. Marking - In addition, fire extinguisher shall be clearly and indelibly marked by marker as stated as per IS 15683:2018 with the following-

- 6.1.1 Name or Trademark of manufacturer
- 6.1.2 BIS License number (CM/L- xxxxxxx)
- 6.1.3 Type of media of fire extinguisher
- 6.1.4 Base material and its percentage for Powder
- 6.1.5 Model number
- 6.1.6 Rating and classification of fire extinguisher
- 6.1.7 Acceptable to use at temperature from ..... to..... °C
- 6.1.8 Empty mass.... in kg
- 6.1.9 Nominal full mass in kg/ Gross mass with tolerance or Min & max gross mass in kg
- 6.1.10 Year of manufacture
- 6.1.11 Sequential serial number
- 6.1.12 following statement as applicable -
- 6.1.13 For rechargeable extinguishers: "Recharge immediately after any use"
- 6.1.14 For disposable extinguishers; "Discard immediately after any use"
- 6.1.15 Operating, recharging, inspection and maintenance instructions in the form of an etched or embossed metal name plates or band or an acceptable pressure sensitive nameplate or by silk screening of paint. Operating instructions also to be shown by pictorial view.
- 6.1.16 Name of Clean agent to be marked on the label of fire extinguisher
- 6.1.17 In case of extinguishers covered by *Gas Cylinder Rules*, stamp of approval should be embossed on the neck of cylinder.
- 6.1.18 The CO<sub>2</sub> cylinder should have certificate from CCE and the serial no should be embossed on the cylinder.

6.2. Bids will be rejected if their technical Bid/product fails to fulfill the minimum technical requirement given in the document or doesn't meet BIS specification. If technical specification given anywhere in this document contradicts the specification given in Para 6.1 then higher specification whichever is, will prevail.



### 6.3. Installation of Fire Extinguishers at Site

6.3.1 All the portable/modular fire extinguishers supplied to the Bank are to be installed at site, tested and commissioned at site as under:

- The extinguishers are to be mounted using wall clamps or floor stands, which will be confirmed while placing the order.
- Fire Extinguisher Zebra Cross Sign Boards made of foam sheet is to be fixed on the background (if extinguisher is wall mounted) or to be displayed near to the Fire Extinguishers (if kept on floor stands. Fire Extinguisher Zebra Cross Sign Boards should also contain the basic operation of that particular type of extinguisher, to enable easy operation, if need arises.

## 7. BID SECURITY / EARNEST MONEY DEPOSIT (EMD)

As per Rule 170 of GFRs 2017, in place of Bid Security, the Bidders are required to sign a Bid Security Declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids documents, they will be suspended for a period of 3 Years and will not be eligible to submit Bids for contracts for Salem and Tiruppur during this suspended period. Format of Bid Security Declaration enclosed at Annexure- V of this RFP.

## 8. PERFORMANCE BANK GUARANTEE (PBG)

Before entering into an agreement, the empaneled vendors should submit a Performance Bank Guarantee (PBG) at the Regional Offices of the Bank, in which the vendor is awarded contract. Performance Bank Guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, for a period of 38 months from the date of Rate contract. This bank guarantee should be furnished on stamp paper value as per Stamp Act as per the format given at Annexure- VI of this RFP. **FD receipts or guarantee in any other form or PBG issued by Union Bank of India will not be accepted as PBG.** The Performance Bank Guarantee should be furnished within 14 days of the notification of the award of the Contract; else the vendor will be de-panelled.

Value of the Performance Bank Guarantee (PBG) to be submitted by the vendor is as under: -

Region	Favouring	Payable at	Value of PBG (Lakhs)
Salem	UBI RO,Salem	Salem	0.20
Tiruppur	UBI RO,Tiruppur	Tiruppur	0.15
Note: If the work order is split in any of the Regions between two or more vendors, the value of the PBG will be split proportionally between the vendors awarded contract.			



## 9. TERMS OF IMPLEMENTATION

- 9.1. The vendor shall deliver the fire extinguishers within **10 days** from the date of the receipt of Purchase order as per details of delivery locations to be provided with PO; else the terms of Liquidated Damages (LD) will be applicable.
- 9.2. The vendor shall provide service support as and when required during the warranty period and thereafter, if required by the Bank.
- 9.3. On Installation/Servicing vendor/representative will explain the operation of fire extinguishers and clear the doubts of employees of the bank.

## 10. LOCATIONS TO BE COVERED

The delivery of fire extinguishers is to be done will be communicated along with the Purchase Order. However, the Bank reserves the right to change location as per Bank's requirement, before delivery. The installation of the fire extinguishers will be done as per requirement of the bank from time to time.

## 11. BIDDING PROCESS (TWO STAGE)

- 11.1. The response to the tender is to be submitted in two parts, Technical Bid containing the General Terms & Conditions including compliance to technical specifications and Commercial Bid containing the price / cost details. The bidder will have to submit the Technical Bid and Commercial Bid Portion of the Bids separately in sealed envelopes. The validity of the bids for acceptance shall be 180 days.
- 11.2. **TECHNICAL BID will contain the Bidder's information in the format as given in this document.** TECHNICAL BID shall NOT contain any pricing or commercial information at all.

## 13. SUBMISSION OF BIDS

- 13.1 Tender documents shall be signed wherever provided for and on all pages by the tendered. Tenders not so signed shall be rejected. The tenders shall be submitted in sealed covers to the office of The Regional Head, Union Bank of India, Regional Office - Salem on or **before 13.05.2022 up to 4.00 PM.** The full name and postal address of the tendered shall be written on the bottom left hand corner of the sealed cover. The tendered must get three envelopes and mark the envelopes as I, II & III. Usage of envelopes will be as under

- 13.1.1 **Envelope marked as I: Financial (Price) Bid** be put in this envelope and sealed. This envelope would be super scribed as 'Financial (Price) Bid'. The Envelope will be opened if the offer is found suitable fulfilling the requirements stipulated by the Bank during evaluation of Technical Bid.
- 13.1.2 **Envelope marked as II: Technical Bid**, duly completed in all respects, be put in this envelope, and sealed. The envelope would be super scribed as 'Technical Bid'.

- 13.1.3 Envelope marked as III:** The above two sealed envelopes No. I and No. II be placed in envelope No. III and sealed (envelope marked as III, will contain two envelopes marked as I & II.) The envelope marked as No. III would be super scribed as **“Tender for empanelment of Vendors - Supply, Installation & Maintenance of Portable/ Automatic Modular Fire Extinguishers”**.

**Late Bids:** Any bid received after the deadline for submission of bid prescribed by the bank will be rejected and/or returned unopened to the bidder, if bidder desire so.

- 13.2.1.** In the first stage, only TECHNICAL BID will be opened and evaluated. Bidders satisfying the technical requirements as determined by the Bank who accepts the terms and conditions of this document and on positive feedback from one referral site PSU/PSB for which AMC of Fire Extinguishers is looked after by the OEM/ Firm and shall be shortlisted for commercial evaluation. If no feedback is received from at least one referral site or adverse feedback is conveyed by the referral site that bid will be disqualified. E-mail through the domain of the organization will be treated as valid means however email through G-mail, yahoo or any such open sites will not be entertained. Under the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are qualified, will be opened. **If two vendors do not fulfill this eligibility condition, bank will have the right to relax this condition.**

- 13.2.2.** The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person duly authorized to bind the bidder to the contract. **The authorization shall be indicated by written power of attorney accompanying the Bid.** All pages of the bid including un-amended printed literature shall be initiated by the person or persons signing the Bid. The bid shall contain no erasures or over writing except as necessary to correct errors made by the Bidder, in which case such corrections shall be authorized by the person or persons signing the bid. The bidder should quote the price for each item required by Bank.

- 13.2.3.** Bids should be handed over in sealed covers duly super scribed ***“Bid for Rate contract of Vendors/Firms/Suppliers for supply & Maintenance of Portable /Modular Fire Extinguishers for branches/offices/ATM sites in Salem & Tiruppur Regions of Union Bank of India”*** to

**The Regional Head  
Union Bank of India,  
Regional Office, Salem  
313A, Annapuram, Gandhinagar  
Five Roads Junction,  
Salem- 636004**

**Tenders which are not in sealed covers will not be accepted.**

#### **14. EVALUATION PROCESS**

The tender committee will open the bids in the presence of bidders or their authorized representatives on the date & time defined in this RFP. Initially only technical bids of

bidders will be opened and evaluated. The sealed price bids of only technically qualified vendors will be opened after completion of technical evaluation for empanelment process to decide the L1 bidder/s. The technical bids & price bids will be evaluated in stages given below:

**STAGE I**

- 14.1.1 Technical bids from bidders not accompanied with Demand Draft for cost of RFP will be summarily rejected except for vendors claiming exemption on Cost of RFP who is registered with National Small Industries Corporation (NSIC), provided proof document for registration is submitted.
- 14.1.2 The registration with NSIC of vendors claiming exemption will be verified with NSIC based on the proof documents and if found ineligible for such exemption, the bid of such vendors will be summarily rejected.

**STAGE II**

- 14.1.3 Bidders qualifying Stage-I will be evaluated against the stipulated minimum eligibility criterion purely based on proof of documents submitted. Documents submitted along with the Tender will be considered as the final & conclusive proof.
- 14.1.4 A comparative chart capturing information on compliance of minimum eligibility criterion will be prepared and evaluated as per submitted proof of documents.
- 14.1.5 Offers not adhering to any of the minimum eligibility criterion or without relevant proof of documents will not qualify this stage.

**STAGE-III**

- 14.1.6 Veracity of documents/facts of Bidders qualifying Stage-II will be further verified through site visits to the offices/service centre/tie-up arrangements of the bidders.
- 14.1.6 Feedback from reference sites as indicated in the tender document by the bidders will be obtained in writing and evaluated.
- 14.1.7 A comparative chart will be prepared to capture the details of verification carried out during site visit; feedback obtained from reference site.
- 14.1.8 Bidders with unsatisfactory feedback from reference site or documents/facts not found in order on verification as per stipulated criteria applied will not qualify this stage.

**STAGE - IV**

- 14.1.9 A products demonstration will be seen by the Evaluation Committee to check their specifications, standards and quality. The products of bidders not conforming to required standards and specification will not-qualify. Product demonstration is to be arranged by the vendor at RO Salem or any other convenient site / location suitable to the bank.
- 14.1.10 Bidders qualifying this stage shall be eligible for empanelment on approval by the competent authority for a period of three years.

**STAGE-V**

- 14.1.11 Price bids of only empaneled vendors will be opened in their presence or their authorized representatives at the given date, time and place.
- 14.1.12 Price bids of vendors will be evaluated, and L1 price bid(s) shall be decided from the qualifying price bids.

- 14.1.13 A written offer will be given to L2 and/or L3 bidders to match L1 price and a written confirmation for matching L1 price shall be obtained.
- 14.1.15 Approval to allocate work to the qualified bidder(s) (L1, L2, L3 etc.) shall be obtained from the competent authority of the Bank.

**15.1. Technical Bids (offers):**

The Technical Bid Offer (TO) should be complete in all respects and contains all information asked for in this document. It should not contain any price information. However, TO should confirm that all required rates have been quoted in Commercial Offer (CO), without showing the actual amounts in the TO. Both technical and commercial bid should be submitted duly signed with name and designation of the authorized person with seal of the company. The bid shall be typed or written in indelible ink and shall be signed by the bidder or a person duly authorized to bind the bidder to the contract. The authorization shall be indicated by written power of attorney/ Board resolution / conditions in Partnership deed to participate or legally valid authorization to participate in the tender. Bids signed by representatives who don't have legally valid authorization to participate in the tender shall be rejected. All pages of the bid including un-amended printed literature shall be signed by the person or persons signing the Bid. Self-Attested Photocopies of relevant documents / certificates as proof in support of various information submitted in the bids and other claims made by the vendor. The TO must be submitted in an organized, numbered and structured manner.

The entire Technical Bid Offer (TO) should be in a single binding (Spiral or Hard Binding) with serially numbered pages, leaving no scope for insertion or removal of pages. Technical Bid Offer not submitted as single binding document or if brochures/ leaflets submitted in loose form will be rejected.

**15.1.2. Bank reserves the right to reject an offer under any of the following circumstances:**

- 15.1.4.1. Offer is incomplete and/or not accompanied by all stipulated documents.
- 15.1.4.2. Offer is not in conformity with the terms and conditions stipulated in this Document.
- 15.1.4.3. Specifications stipulated in RFP are not met with. However, deviations resulting in higher/superior configuration will be accepted.
- 15.1.4.4. Commercial Offer is not submitted separately along with Technical Offer.
- 15.1.4.5. Commercial Offer format differs from actual Commercial Offer format.
- 15.1.4.6. Or violates any terms and conditions in the RFP document.
- 15.1.4.7. Or If found that the information provided in the offer is bogus.

**15.2. Commercial (Price ) Bids:**

Under the second stage, the COMMERCIAL BID of only those bidders, whose technical bids are qualified, will be opened. The bidder should quote the price for each item required by Bank. Any component which is left out and which may be required with the equipment / systems must be indicated separately

and specifically along without the cost. Cost of such parts should be quoted in price bid. If no part is quoted in the bid separately bank shall presume that such parts will be free of cost. Bank's evaluation of the commercial bids will consider the status of compliance of terms and conditions.

- 15.2.1. The Price Bid should contain all relevant rates and charges (Including Service charges & installation Charges) and the rates should be quoted in Indian Rupees only. The only component which is to be excluded is GST. GST will be paid extra as per Govt norms. (GST will be paid at the applicable rate against tax invoice mentioning the HSN / SAC Code of the item / services).
- 15.2.2 The Price Bid should also contain price for all components (Including Service charges & installation /transportation/courier charges) which may be needed in installation/servicing/repair of the equipment even if the same is not provided in the format. The only component which is to be excluded is GST. GST will be paid extra as per Govt. norms.
- 15.2.3. There should not be any kind of hidden charges for supply/installation and servicing/repair of the equipment.
- 15.2.4. If there is discrepancy between words and figures in the Commercial bid, the lower of the two will prevail.
- 15.2.5. **PRICE BID for Portable Fire Extinguishers-** The Price Bid should contain all relevant rates and charges **including installation, freight, Delivery charge etc...** **however, GST will be paid extra as per govt. norms.** The Price Bid should also contain price for all components which may be needed in installation/servicing/repair of the equipment. There should not be any kind of hidden charges for installation and servicing/repair of the equipment.

## **16. PRICE COMPOSITION**

The Bank will shortlist suppliers, who satisfy commercial and other requirements laid down in the document. Short listed suppliers will be notified by e-mail/post and the suppliers/authorized representatives may be present at the time of opening of the Bids.

## **17. DETERMINATION OF L1 BIDDER AND AWARDING OF CONTRACT:**

- 17.1. On completion of evaluation process of technical bids, Bank will open commercial offers of successful bidders and Rate contracts for (i) Supply & Installation of New Fire Extinguishers and (ii) CAMC for maintenance of Fire Extinguishers may be awarded to the lowest bidder. For arriving L1 rate, bank's interest will be put first, and lower quote will always be taken into consideration, if such action is warranted.
- 17.2. Failure or refusal to offer the services/goods by the successful bidder at the price committed shall result in forfeiture of the EMD/bank guarantee amount, which may be noted.
- 17.3. The final decision on the vendor will be taken by the Bank. The Bank reserves the right to reject any or all proposals without assigning any reason whatsoever. Similarly, it reserves the right not to include any vendor in the final short-list.

## **18. ERASURES OR ALTERATIONS**

No submissions for erasures or alteration will be entertained after submission of tender document. If a vendor submits two bids the lowest rates will be considered provided both bids have all the documents as per the RFP.

## **19. VALIDITY OF RATE CONTRACT**

Though the empanelment for supply and installation of new equipment will be for the period of 3 years, the rate contract and AMC will be for 1 year from date of issue of Work order. AMC rates fixed at the time of contract will be non-negotiable and no revision will be permitted. However, after satisfactory completion of the contract if both parties are willing to continue the contract in the existing terms and conditions and same rates, the rate contract and AMC for fire extinguishers may be extended to another one year. However, extension of contract period will not exceed the maximum of 3 years from the date of original contract except under unavoidable circumstances.

## **20. PRICE FREEZING**

The rates will be frozen for 36 months.

## **21. ASSIGNMENT OF OBLIGATION**

The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the Purchaser's prior written consent.

## **22. ORDER CANCELLATION**

- 22.1. If the vendor fails to deliver and/or install fire extinguishers within 10 days or the extended date communicated by the Bank; it will be a breach of contract.
- 22.2. The Bank reserves its right to cancel the order in the event of delay in delivery / installation / commissioning of extinguishers.
- 22.3. Bank will have the right to cancel the Rate contract issuing one-month notice without giving any reason for such cancellation.

## **23. AVAILABILITY OF SPARES**

Vendor should ensure that the Spares for the product offered are available for at least 6 years from the day of supply/installation of fire extinguishers. No obsolete equipment should be supplied to the bank.

## **24. PATENT RIGHTS**

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



- 24.3. The supplier 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 supplier shall be fully responsible for, including all expenses and court and legal fees.
- 24.4. The Bank will give notice to the Supplier of any such claim without delay, provide reasonable assistance to the Supplier in disposing of the claim, and will not admit to any liability for or express any intent to settle the claim.
- 24.5. The Supplier 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 supplier, including all inventions, designs and marks embodied therein in perpetuity.

## **25. MINIMUM MAINTENANCE STANDARD REQUIRED**

- 25.1. The vendor should ensure that any fire extinguishers reported faulty/empty on any working day is set right/refilled within 48 hours of reporting the complaint and in no case, later than three working days of the bank.
- 25.2. All complaints/service requests will be reported/ conveyed through emails/telephone/WhatsApp messages.

## **26. DELAYS IN THE SUPPLIER'S PERFORMANCE**

Delivery of the goods and performance of the Services shall be made by the supplier in accordance with the time schedule specified by purchaser. Any delay in performing the obligation by the supplier will result in imposition of liquidated damages and/or termination of rate contract for default. Any supply of products in delay, the vendor must pay damages for the same or recover from the bank guarantee amount.

## **27. LIQUIDATED DAMAGES FOR DELAY IN INSTALLATION**

- 27.1. Notwithstanding the Bank's right to cancel the order, liquidated damages at 1% of the total cost of fire extinguishers per case per day will be charged for every week's delay in delivery subject to maximum 10% in each case.
- 27.2. The Bank reserves its right to recover these amounts by any mode such as adjusting from any payments to be made by the Bank to the company.
- 27.3. Part of day will be treated as a day for this purpose.
- 27.4. Email/WhatsApp message will be considered as valid means to report compliant.

## **28. TERMINATION FOR DEFAULT**

- 28.1. The Bank, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Bidder, may terminate this Contract in whole or in part, if the Bidder fails to perform any obligation(s) under the Contract.



28.2. In the event of the Bank terminating the Contract in whole or in part, the Bank may procure, upon such terms and in such manner, as it deems appropriate, services similar to those undelivered, and the Bidder shall be liable to the Bank for any excess costs for such similar services.

## **29. TERMINATION FOR INSOLVENCY**

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.

## **30. LIABILITY**

Vendor's aggregate liability under the contract shall apply to third party claims for bodily injury (including death) and damage to real property (due to explosion/accidents due to malfunction of equipment) and tangible personal property caused by vendor's gross negligence/lapse or due to below standard equipment used by vendor. Vendor shall be liable for any indirect, consequential, or special damages due to malfunction/explosion of the Fire extinguisher under the rate agreement / purchase order.

## **31. WARRANTY**

All products should have at least one-year warranty against manufacturing defects.

## **32. ANNUAL MAINTENANCE OF FIRE EXTINGUISHERS should be done adhering to Latest IS specifications**

On-site maintenance charges, for the post warranty period as per latest IS specifications, must be quoted on Annual basis, in the Commercial Offer. **In Annual Maintenance, vendor will do Maintenance/servicing of Fire extinguishers installed in the branches at every six (6) months.** Servicing has the following aspects.

- a) **General servicing** done to ensure external cleanliness and ease of movement of external parts.
- b) **Refilling** of Fire Extinguishers, which have been discharged of its extinguishing contents.
- c) **Pressure Testing** the efficiency and reliability of the outer casing to withstand high pressure built up inside the cylinder on activation of the Fire Extinguisher.

The two half yearly visits should be evenly spread over the complete year. There should be at least 5 months difference between two successive visits of the branch. The payment of AMC will be made by the branch in two equal installments. The First installment will be made on completion of first half yearly visit and the remaining amount will be paid only after completion of second mandatory visit for maintenance of the Fire Extinguishers. Vendors should be willing to take the Annual Maintenance of existing fire extinguisher in branches irrespective of make.

### **33. SERVICING AND MAINTENANCE OF FIRE EXTINGUISHERS**

An AMC register must be maintained by the vendor at site apart from maintenance of records and rejected Extinguishers prescribed in IS 2190: 2010. General safety precautions for maintenance as per Para 11.10 of IS 2190: 2010 or latest IS standards should be adhered to by the vendor.

### **34. GENERAL SERVICING/MAINTENANCE TASKS**

#### **34.1. Water (Gas pressure) Extinguishers Maintenance Tasks to be done adhering to IS 2190:2010 or latest IS standards.**

- i. See that the extinguisher is in the allotted place and kept as per the plan.
- ii. See the labels indicating fire extinguishers use or classification or both shall be placed on the front of fire extinguisher.
- iii. Examine the extinguisher body internally and externally for corrosion and damaged conditions with an illuminating probe. Damaged and corroded extinguishers should be removed from service. Corroded gas cartridge should also be replaced.
- iv. Examine the gas cartridge for mass. If there is loss of more than 10 percent of the original mass, the cartridge should be sent for recharging after being replaced with a charged one.
- v. Examine the nozzle, plunger, strainer, vent holes, internal discharge tube and sealing washer; replace them if not in good condition. Otherwise clean them thoroughly.
- vi. Check the operating mechanism for free movement and piercing mechanism to see if these are working properly.
- vii. Open the extinguisher, see the water level and throw away the old water.
- viii. Refill the cylinder with fresh and clean water.
- ix. Slightly grease the threads and tighten the cap to the extent possible. Replace the protection caps of nozzle and plunger.

#### **34.2. Carbon-Dioxide Extinguishers Maintenance Tasks to be done adhering to IS 2190: 2010 or latest IS standards.**

- i. See that the extinguishers are in the allotted place.
- ii. See the labels indicating fire extinguishers use or classification or both shall be placed on the front of fire extinguisher.
- iii. Examine the extinguisher body for any corrosion or mechanical damage.
- iv. Examine that the safety clip is in position.
- v. Clean the exterior of the cylinder with a dry and then a wet cloth.
- vi. Weigh the extinguisher. Compare the weight with the weight of a fully charged extinguisher, which is marked on the body. If the loss is more than 10 percent, send the extinguisher for recharging.
- vii. Clean and polish externally.
- viii. Examine hose and horn assembly. In case of trolley mounted extinguishers, examine the wheel carriage for free movement. Change the defective ones.
- ix. Make sure that the extinguisher is in proper condition and is not accidentally discharged.

### 34.3. Dry Chemical Powder (DCP) and ABC powder Type Extinguisher Maintenance

#### Tasks to be done adhering to IS 2190: 2010 or latest IS standards.

- i. Withdraw the gas cartridge. Weigh the cartridge. If the loss of weight is more than 10 percent of the fully charged contents, it should be replaced with a new cartridge.
- ii. See the labels indicating fire extinguishers use or classification or both shall be placed on the front of fire extinguisher.
- iii. See that the sealing disc is intact.
- iv. Check the piercing mechanism in the cap and check that the washer in the cap is soft and intact.
- v. Empty the dry powder in a dry container and examine for caking and granulation. If granulation has taken place, change the powder. Otherwise retain the same powder for reuse.
- vi. Examine the extinguisher body internally for any damage or corrosion and replace corroded or damaged extinguishers.
- vii. Check the trigger nozzle for clogging and clean.
- viii. Check rubber hose for cracks.
- ix. Remove the inner shell and clean portholes.
- x. Make sure that the extinguisher is in proper condition and is not accidentally discharged.

### 34.4. ABC Multi-Purpose Powder Type Extinguishers (Stored Pressure Type)

- i. See that the extinguisher is in the allotted place and kept as per the plan.
- ii. See the labels indicating fire extinguishers use or classification or both shall be placed on the front of fire extinguisher.
- iii. The Extinguisher should be opened in a dry room and for a minimum possible time to avoid effect to atmospheric moisture on powder.
- iv. Examine and verify that the pressure gauge indicator or any other pressure indicating device fitted in is indicating the internal pressure correctly, if the extinguisher shows a loss of pressure of more than 10 percent, fill the pressure with nitrogen gas.
- v. Examine extinguisher body externally. Damaged or corroded extinguisher should be replaced.
- vi. Check the operating mechanism for free movement and clean, rectify or replace, if necessary;
- vii. Replace safety clip/wire seal or equivalent as originally fitted.
- viii. Make sure that the extinguisher is in proper condition and is not accidentally discharged.

### 34.5. Automatic Modular ABC Powder Type Fire Extinguishers

- i. See that the extinguisher is in the allotted place (UPS/Server Area etc... and mounted on the sealing as per the plan.
- ii. See the labels indicating fire extinguishers use or classification or both shall be placed on the front of fire extinguisher.
- iii. The Extinguisher should be opened in a dry room and for a minimum possible time to avoid effect to atmospheric moisture on powder.
- iv. Examine extinguisher body externally. Damaged or corroded extinguisher should be replaced.
- v. Check the operating mechanism for free movement and clean, rectify or replace, if necessary;
- vi. Make sure that the extinguisher is in proper condition and is not accidentally discharged.

- 35.1.1. Water type
- 35.1.2. Dry Powder (Cartridge type)
- 35.1.3. ABC Powder (Cartridge type)
- 35.1.4. Carbon Dioxide type
- 35.1.5. Automatic Modular ABC Powder type

35.2. Performance test and refilling the above type extinguishers should be carried out along with any annual servicing at branches and offices and this occasion should also be used to familiarize the branch/office staff in understanding and handling these extinguishers. Besides, *apart from routine refitting, if any* extinguisher is used either on a real fire or for training purpose, it should be refilled immediately.

35.3. If no record of Performance testing is available for the existing equipment, 1/3<sup>rd</sup> equipment should be done during first AMC visit each year so that in three years all fire extinguishers will go through the test. It will be treated as a part of AMC work. No charges will be paid additionally.

### 36. HYDRAULIC PRESSURE TESTING SCHEDULE

Every extinguisher installed in the premises should be hydraulically pressure tested as per the following schedule.

Sl No.	Type of Extinguisher	Test Interval years	Test Pressure Kg/cm <sup>2</sup>	Pressure Maintained For Minutes
1.	Water Type (Gas Cartridge)	3	35	2.5
2.	Dry powder Type	3	35	2.5
3.	Dry powder (Stored Pressure)	3	35	2.5
4.	Carbon Dioxide (CO <sub>2</sub> ) Type	3	250	2.5
5.	Automatic Modular ABC Powder type	3	35	2.5

36.1. If no record of hydraulic pressure testing is available for the existing equipment it should be done during first AMC visit and it will be treated as a part of AMC work. No charges will be paid additionally.

36.2. Refilling and annual maintenance task may be carried out inside the branch/office premises, but as an accident prevention measure, hydraulic pressure testing should always be carried out outside the premises and away from staff members/customers. In case of Carbon dioxide extinguishers, if there is a loss of more than 10% mass, these should be sent for re-charging and shall be pressure tested every time the cylinders are sent for recharging.

36.3. There should not be any leakage or visible distortion during the pressure test. Extinguishers, which fail this requirement, should be replaced.

36.4 In case of stored pressure type ABC powder extinguishers, the stipulations and directions given by the manufacturers should be adhered to for refilling and pressure testing.

**37. MINIMUM REQUIREMENT OF FIRE EXTINGUISHERS IN BRANCHES/ OFFICES**

37.1. Two 4 Kg ABC Multipurpose fire extinguishers for every 100 Sq Mtr (1076 Sq Ft) floor area or part thereof so located as to be available within 10 mtr radius.

37.2. Three 2 Kg Carbon Dioxide fire extinguishers for every 100 Sq Mtr (1076 Sq Ft) floor area or part thereof with minimum of two extinguishers so located as to be available within 10 mtr radius.

37.3. One 5 kg Automatic Modular ABC Powder type fire extinguisher for the UPS area.

37.4 One 9 Ltr Water expelling extinguisher for every 200 Sq Mtr (2152 Sq. Ft) floor area or part thereof with a minimum of two extinguishers per floor of the building so located as to be available within 10 mtr radius.

**38. LIFE OF FIRE EXTINGUISHERS**

38.1. Life of fire extinguishers as stipulated by the Bureau of Indian Standard is given below:

<u>Type of Fire Extinguisher</u>	<u>Lifetime in years</u>
Water Type	10
Powder Type	10
Carbon Dioxide	15

38.2. Life of extinguishers shall be considered from the date of manufacture of extinguishers. In case of failure in hydraulic pressure testing, extinguishers shall be rejected immediately before the *lifetime* given above.

38.3. The vendor is expected to ensure mandatory maintenance standards.

38.4. During AMC period the technicians should visit the branches half yearly during bank working hours in addition to the emergency fault repair calls.

38.5 Payment will be done by the branch after submission of half yearly visit report signed by Branch Head. If the firm fails to attend half yearly visit in any branch it will be treated as a lapse in service by the vendor and AMC charge for that half year will be withheld till successful service of the fire equipment in that branch. If the vendor purposefully avoids branches due to any reason from the half year visits, then Rs 2000/- penalty per branch will be imposed on the vendor. Such penalty may be recovered from the amount payable to the vendor or AMC charges to be paid by the Bank. If such case is reported twice during the contract period, Bank may terminate the contract and recover the Penalty money from bank guarantee.

- 38.6. During AMC visit, the representative should explain the operation of Fire Extinguisher to the employees free of cost which is a mandatory obligation.
- 38.7. During AMC visit, the representative should give a technical report of Fire Extinguisher as given below which clearly reveals the present status/condition of the equipment. Illegible and blank reports will be rejected.
- 38.8. Each Fire Extinguisher shall have a tag or Label securely attached that indicates the month and year of recharging and AMC visit which identifies the person performing the service.
- 38.9. The vendor will maintain one register in which he will obtain the signature of Branch Head certifying that the servicing of the extinguishers has been carried out and the system is in working condition. This register is to be presented to Regional Security Officer for updating & verification of data.

**On completion of Maintenance in a branch, data in the following format is to be submitted to Regional Office. The Payment will be released by the branch only after receipt of the Format at Regional Office (To be submitted on the Letter pad of the vendor)**

**(To be given in the Letter pad of the vendor)**

Branch Name:

Date:

Serial No	Type of Fire extinguisher	Manufacturing Month / Year of Fire Extinguisher	Last Performance Test date	Last refill date	Tasks done during the AMC visit (Yes / No)			
					Servi cing (if not servi ceabl e write No)	Refi lling	Perf orma nce testi ng	Hydr aulic Press ure testi ng

\* To be numbered by the vendor if no identification no is provided by Manufacturer

\* Additional sheet may be used in case of more extinguishers

I certify that maintenance task has been completed adhering to latest IS standards and demonstrated the usage of all type of fire extinguishers to the branch staff.

Signature of Technician

Certified that Technician had demonstrated fire extinguishers

Signature of Branch Head with seal

CC: AMC register of branch

CC: Regional Security Officer

### **39. FORCE MAJEURE**

Notwithstanding the above provisions, the Successful bidder shall not be liable for penalty or termination for default if and to the extent that it's delays in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. 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, wars or revolutions and epidemics. 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 of performance not prevented by the Force Majeure event.

### **40. GOVERNING LAW AND DISPUTES**

40.1. The provisions of this tender shall always be subject to government notifications, any rules/ guidelines that may be in force from time to time. 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. If however the parties are not able to solve them 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. 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.

40.2. During the arbitration proceedings, the Vendor 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. The venue of the arbitration shall be at place where the contracted regional offices are located.

### **41. NO COMMITMENT TO ACCEPT LOWEST OR ANY TENDER**

The Bank shall be under no obligation to accept the lowest or any other offer received in response to this notice and shall be entitled to reject any or all offers without assigning any reasons whatsoever. The bank will have right to opt for any new technology optimum for the bank's usage.

### **42. PRE-BID MEETING AND OPENING OF OFFERS:**

Pre-bid meeting will be held at RO Salem on 02.05.2022 at 4.00 PM. The Bidders /their representatives may be present at the date & time. Technical Bid offers will be opened at RO Salem at 4.30 PM, on 13.05.2022. The Bidders/their representatives may be present at the time of opening of the Technical Bid Offers. No separate intimation will be sent in this regard to the suppliers for deputing their representatives. The Technical Bid offers will be opened at the time and date stipulated above irrespective of the number of bidders or their representatives present. In case of any unexpected



interruption due to events beyond control of the procurement committee, the process interrupted will be continued on the subsequent working day at the scheduled time.

#### **43. PRELIMINARY EXAMINATION**

- 43.1. Bank will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information have been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order. Bids from agents without proper authorization from the manufacturer shall be treated as non-responsive.
- 43.2. Arithmetical errors will be rectified on the following basis. If there is a discrepancy between unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and total price shall be corrected. If there is discrepancy between words and figures, the amount in the words will prevail. If the supplier does not accept the correction of the errors, its bid will be rejected.
- 43.3. The bid determined as not substantially responsive will be rejected by the purchaser and may not be made responsive by the bidder by correction of the non-conformity. The purchaser may waive any minor informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice to affect the relative ranking of any bidder.

#### **44. SIGNING OF CONTRACT**

The successful bidder(s) shall be required to enter into a contract with UBI within 7 days of the award of the tender or within such extended period as may be specified by Union Bank of India, Regional Office, Salem/Tiruppur on the basis of the Tender Document, the Tender of the successful bidder, the letter of acceptance and such other terms and conditions as may be determined by the Bank to be necessary for the due performance of the work in accordance with the Bid and the acceptance thereof, with terms and conditions shall be contained in a Memorandum of Understanding to be signed at the time of execution of the Form of Contract. **The contract will be executed by Regional Office Salem/Tiruppur.** Bank shall have the option of terminating the contract during the contract period by giving one month's notice. In the absence of any formal contract, the copy of PO, the RFP document and other related documents will be treated as contract.

#### **45. PRECAUTIONS AGAINST SPREAD OF COVID-19**

The firm/vendor will have to take all the precautionary measures as per the directives of GOI MoHFW/State Government/Local administration to prevent the spread of Covid-19. The technicians so deployed at the branches for undertaking the servicing should strictly follow the guidelines.

#### **46. PAYMENT TERMS**

No advance amount will be paid to vendor. Payment will be released only against completion of work by the respective branches.

For further clarifications, if any, you may contact the following address:

Security Department  
Regional Office, Union Bank of India  
313A, Annapuram, Gandhinagar,  
Five Roads Junction, Salem - 636004  
Mob: 88484 70391

47. OEMs/ Registered Companies /Authorized Dealers / Partnership Firms fulfilling our criteria and are interested in our proposal for Supply & Maintenance of Portable/Modular Fire Fighting Extinguishers in the Branches/ Offices/ATMs of Salem Region of Union Bank of India, conforming to the aforesaid terms and conditions may send their offers to our Regional Office, Salem latest by the last date & time for submission of offers.

The Tenders should be addressed to :-

The Regional Head,  
Regional Office, Union Bank of India  
313A, Annapuram, Gandhinagar,  
Five Roads Junction, Salem - 636004

Assistant General Manager

Annexure - I

(Letter to the bank on the Supplier's letterhead)

To,

**The Regional Head,**  
Regional Office, Union Bank of India  
313A, Annapuram, Gandhinagar,  
Five Roads Junction, Salem - 636004

Sir,

**Sub: Our bid for Supply, Installation & Maintenance of Portable/Modular Fire Extinguishers in the Branches /Offices/ATMs of Salem/Tiruppur Regions**

We submit our Bid Document herewith. We understand the following: -

1. I / We have read the instructions appended to the Performa and I / We understand that if any false information is detected at a later date, any future contract made between ourselves and Union Bank of India, 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.
2. I / We agree that the decision of Union Bank of India in selection of Vendors will be final and binding to me / us.
3. I / We agree that I / we have no objection if enquiries are made about the work listed by me / us in the accompanying sheets.
4. I / We agree that I / We have not applied in the name of sister concern for the subject empanelment process.
5. We hereby undertake and agree to abide by all the terms and conditions stipulated by the Bank in this RFP including all addendum, corrigendum etc. (Any deviation may result in disqualification of bids).
6. 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.
7. That  
I/We.....  
..... name of  
Director/ all Partners is not convicted or facing any criminal proceedings in  
Court/competent authority under Law of the land.
8. All the information furnished by me/us above here is correct to the best of my/our knowledge and belief.
9. I/ we are responsible for the due performance of the contract. We are willing to take the Annual Maintenance of existing fire extinguisher in branches irrespective of make and year of manufacturing or any other maintenance tasks as allotted by you.
10. I/We hereby certify that we are not Blacklisted/Debarred from any other Firm.

Yours faithfully,

For\_\_\_\_\_

With Company's seal

Name\_\_\_\_\_

Signature\_\_\_\_\_

Annexure II

**BIO - DATA OF VENDOR / FIRM**

1. a) Name of the Firm :  
b) Address :  
c) Telephone Nos.  
Office :  
Residence :  
Mobile: :  
Fax :  
e-mail: :
- 2.a) Whether Proprietary/Partnership/ Pvt. Ltd.:  
/ Public Ltd. (Certificate of  
Registration / Partnership Deed to be  
enclosed)
- b) Name of the Proprietor, Partners, Directors: i)  
ii)
- c) Year of establishment :
3. a) Registration with Tax authorities at **Head Office Location**  
I. Income, Service-Tax (PAN, TAN) No. :  
II. Service Tax no. :  
III. EPF Regn. No. :  
IV. ESI Regn. No. :  
V. TIN / VAT No. :  
b) Registration with GST Authorities:  
GST No :  
c). Address, Cell/Tel. Nos. of Offices/Branches/  
authorized dealers in Tamilnadu State, and Nos.  
of Employees, Name, Qualification,  
Designation, posted at each location:

Name, Address & Tel. / Cel. Nos. of Centers	Nos. of Employees at each Center	Names of Employees	Qualification	Designation

4. Names of the Bankers with address & telephone numbers:
5. Furnish copies of **Audited Balance Sheet & Profit & Loss A/C** for  
last 3 years i.e. **2018-19, 2019-2020 & 2020-21** :
6. **Empaneled** with Govt. / Public Sector / Banks (attach self-attested copies of  
work orders/empanelment letters)

Name of the Organization	Year since empaneled

7. Give details if involved at present in litigation in similar type of contracts:

Sr. No.	Name of Project	Name of Employer	Nature of work	Work Order dated	Date of completion of work	Value Rs.

8. Details of civil suit, if any, that arose during execution of contract in the past 10 years :

9. Specify maximum value of single value project executed during the last three years :

10. Name & relation, if any, with any staff member of Union Bank of India :

11. Details of Total Work Executed during the last 2 years

Type of work	Name of Client	Nature of work (in brief)	Location	Value Rs.	Duration of the work with date of		If work incomplete or terminated, reasons	left give
					Commence ment	Comple tion		

12. **Note:** Copies of Work Orders/Client Certificate, TDS certificate, satisfactory Completion Certificate Clients.

13. Details of work, **ON HAND** (copies of Performance Certificate, Work Orders/ Client Certificate, Banks (preferably), Govt., Semi-Govt. Bodies to be enclosed as **Annexure-VI**).

Type of work	Name of Client	Contact Nos of Officer with Designation for Feedback	Nature of work (in brief)	Location	Value Rs.	Duration of work, stipulated time	Present stage of work

14. Details of **Pre-Qualifying work** -(Filling of columns is mandatory & to be supported by copies of Work Order/Client Certificate, Completion Certificate/letters, etc. for having completed the installations

Type of the work	Name of the Client	Work Order reference /date	Completion letter reference/ date	Value of work completed

15. List of staff/technicians responsible for Salem/Tiruppur Region

Name	Qualification	Experience	Designation	Employed in your Firm since

16. Any other relevant information:

**NOTE:**

- **Without copies** of documents, certificates of Registration, Performance Certificates, Work Orders, Details, Credentials, Supporting Documents, etc., duly stamped and signed, your **application is liable to be rejected without assigning any reason.**
- Details to be filled up in all columns.

Annexure-III

**LIST OF ENCLOSURES:**

To be attached with Technical Bid

	<b>PARTICULARS</b>	<b>TICK IF ENCLOSED</b>
1	Certificate of <b>Registration of Company / Partnership deed.</b>	
2	Certificates of registration with Income Tax, GST, EPF, ESI and VAT / TIN authorities, etc.	
3	Details & nos. of <b>Company owned Registered Offices/Service Centres/Authorized Dealers in Tamilnadu State</b> with Names of employees, Address, Tel./Cell. Nos. etc.	
7	<b>Audited Balance Sheet &amp; Profit &amp; Loss A/c. Statement for last three years</b>	
5	<b>Empaneled with Govt. Dept/ Public or Pvt Sector Banks /PSUs.</b>	
6	<b>Works Executed - Work Orders/AMC/Client Certificate, relevant TDS Certificate, and satisfactory Completion Certificate with value of work.</b>	
7	Details of Work <b>ON-HAND</b> Performance Certificate, Work Order/Client Certificate, etc. from <u>Banks (preferably)</u> / Govt., Semi-Govt. Bodies/ PSUs	
8	Details of <b>Pre-Qualification Works.</b>	
9	<b>ISO/BIS certificate.</b>	
10	<b>Customer Reference/Certificate from Govt., Semi-Govt. Bodies/ PSUs</b> Installation, Quality of After-Sales/AMC Services, etc. with Name, Address, Tel./Cell. Nos. etc. -.	
11	<b>Documentation:</b> Product Brochures, Leaflets, Manuals, warranty conditions etc.	
12.	<b>Document in support of any other information</b>	

**NOTE:** In ABSENCE of any of the information/enclosures OR any FAKE, WRONG, FICTICIOUS or FALLACIOUS reporting, the tender is likely to be rejected.

The Vendor shall produce/provide original of any document, required by the Bank for verification.



**Annexure IV (A)**

**RATE SHEET - FOR SUPPLY AND INSTALLATION OF FIRE EXTINGUISHERS**

Sl.No.	Description of Item	Qty Required	Rate	Amount
A	B	C	D	E = C x D
1.	Water type (Stored Pressure) fire extinguisher of 9 lit. Capacity as per latest IS Standards with full assembly.	1 No.	Rs. _____	Rs. _____
2.	ABC Multi-Purpose Powder type (Stored Pressure) fire extinguisher 4 Kg capacity with full assembly.	2 Nos.	Rs. _____	Rs. _____
3.	Carbon dioxide (CO2) fire extinguisher 2 kg capacity with full assembly.	3 Nos.	Rs. _____	Rs. _____
4.	Automatic Modular ABC powder type fire extinguisher 5 Kg capacity with full assembly.	2 Nos.	Rs. _____	Rs. _____
	<b>TOTAL</b>			Rs. _____

(Amount in words: -----Rupees)

**Annexure IV (B)**

**RATE SHEET - FOR AMC OF FIRE EXTINGUISHERS**

Sl No	Type of Extinguisher	Yearly Comprehensive AMC Charges per Extinguisher (a)	Refilling Charges per Extinguisher (b)	Hydraulic Pressure Testing (HPT) charges per Extinguisher (c)
1.	Water type fire extinguishers (of any capacity)	Rs. _____	Rs. _____	Rs. _____
2.	Dry chemical powder type fire extinguishers (of capacity 4 Kg and below)	Rs. _____	Rs. _____	Rs. _____
3.	Dry chemical powder type fire extinguishers (of capacity above 4 Kg)	Rs. _____	Rs. _____	Rs. _____
4.	Carbon dioxide (CO2) fire extinguisher (of capacity 4.5 Kg and below)	Rs. _____	Rs. _____	Rs. _____
5.	Carbon dioxide (CO2) fire extinguisher (of capacity above 4.5 Kg)	Rs. _____	Rs. _____	Rs. _____
6.	ABC powder Type fire extinguishers (of capacity 4 Kg and below)	Rs. _____	Rs. _____	Rs. _____
7.	ABC powder Type fire extinguishers (of capacity above 4 Kg)	Rs. _____	Rs. _____	Rs. _____
8.	Automatic Modular ABC powder Type fire extinguishers (of capacity 5 Kg and below)	Rs. _____	Rs. _____	Rs. _____
A	Total AMC Charges for above 8 Extinguishers	Rs. _____		
B	Total Refilling Charges for above 8 Extinguishers		Rs. _____	
C	Total HPT Charges for above 8 Extinguishers			Rs. _____

Total Amount for deciding L1	= (CAMC Charges) + (Refilling Charges) + (HPT Charges)
	= (A) + B + C
	= Rs. _____

(Amount in words: \_\_\_\_\_)

Annexure IV (C)

**RATE SHEET - COST OF OTHER TYPE OF FIRE EXTINGUISHERS**

Sl.No.	Description of Item	Rate
1.	Cost of Supply, delivery and installation of Dry chemical powder type fire extinguisher 5 Kg capacity inside cartridge type complete with gunmetal operational assembly cap with metallic safety clip, gas cartridge, high pressure braided discharge hose with plain nozzle, initial charge (Powder) of IS:15683:2018 specifications with ISI mark.	
2.	Cost of Supply, delivery and installation of stored pressure 2 kg ABC Powder type fire extinguisher IS: 15683:2018 specifications with ISI mark, with suspension wall bracket, complete with initial charge.	
3.	Cost of Supply, delivery and installation of stored pressure 6 kg ABC Powder type fire extinguisher IS: 15683:2018 specifications with ISI mark, with suspension wall bracket, complete with initial charge.	
4.	Cost of Supply, delivery and installation of Carbon dioxide (CO <sub>2</sub> ) 3 Kg Capacity fire extinguisher conforming to IS: 15683:2018 with ISI mark, with suspension wall bracket, complete with initial charge.	
5.	Cost of Supply, delivery and installation of Carbon dioxide (CO <sub>2</sub> ) 4.5 Kg Capacity fire extinguisher conforming to IS: 15683:2018 with ISI mark, with suspension wall bracket, complete with initial charge.	
6.	2 Kg Ceiling Mounted Automatic ABC Powder Self triggered Modular fire extinguisher	
7.	2 Kg Ceiling Mounted Automatic Clean Agent Gas Self triggered Modular fire extinguisher	
8.	5 Kg Ceiling Mounted Automatic Clean Agent Gas Self triggered Modular fire extinguisher	

**RATE SHEET - COST OF SPARES FOR FIRE EXTINGUISHERS**

Sl.No	Item/ Description	Unit	Rate (Rs)
1	Floor stand for Fire Extinguishers	1 piece	
2	Wall fixing bracket for Fire Extinguishers	1 piece	
3	Fire Extinguisher Zebra Cross Sign Boards	1 piece	
4	Discharge hose with nozzle for Water type Fire Extn	1 piece	
5	Discharge hose assembly for DCP type Fire Extn	1 piece	
6	Discharge hose assembly for ABC type Fire Extn	1 piece	
7	Discharge hose with horn for CO <sub>2</sub> type Fire Extn	1 piece	
8	Safety Clip for Water type Fire Extinguishers	1 piece	
9	Safety Clip for DCP type Fire Extinguishers	1 piece	
10	Safety Clip for ABC type Fire Extinguishers	1 piece	
11	Safety Clip for CO <sub>2</sub> type Fire Extinguishers	1 piece	

12	Pressure gauge for Water type Fire Extinguishers	1 piece	
13	Pressure gauge for DCP type Fire Extinguishers	1 piece	
14	Pressure gauge for ABC type Fire Extinguishers	1 piece	
15	Pressure gauge for CO <sub>2</sub> type Fire Extinguishers	1 piece	
16	Squeeze grip valve for Water type Fire Extns	1 piece	
17	Squeeze grip valve for DCP type Fire Extinguishers	1 piece	
18	Squeeze grip valve for ABC type Fire Extinguishers	1 piece	
19	Squeeze grip valve for CO <sub>2</sub> type Fire Extinguishers	1 piece	

Note: You are requested to give all possible accessories rates. Later, if it is informed that any accessory is not quoted by the bidder, the component will be supplied free of cost by the vendor.

**Buy back value -Fire Extinguishers**

Sl.No	Item/ Description	Unit	Rate (Rs)
1	Water type fire extinguishers (of any capacity)	1 piece	
2	Dry chemical powder type fire extinguishers (of capacity 4 Kg and below)	1 piece	
3	Dry chemical powder type fire extinguishers (of capacity above 4 Kg)	1 piece	
4	Carbon dioxide (CO <sub>2</sub> ) fire extinguisher (of capacity 4.5 Kg and below)	1 piece	
5	Carbon dioxide (CO <sub>2</sub> ) fire extinguisher (of capacity above 4.5 Kg)	1 piece	
6	ABC powder Type fire extinguishers (of capacity 4 Kg and below)	1 piece	
7	ABC powder Type fire extinguishers (of capacity above 4 Kg)	1 piece	
8	Automatic Modular ABC powder type fire extinguisher 5 Kg and below)	1 piece	

**Note: -**

- Unit prices of all items, including optional items must be quoted in WORDS AND FIGURES. All the above-mentioned rates **quoted should be inclusive of freight, installation charges and other charges etc.** GST as per Govt guidelines will be paid extra.
- In case of any discrepancy, unit prices quoted in words will be considered for computation of TCO.
- Bank reverses the right to reject the bid, in case the vendor resorts to a cutthroat market practices and quotes inappropriate AMC rate/ price of New Extinguishers/ Spares/ Accessories which are above/below 25 % of rates prevailing in the market.
- In case the firm fails to make mandatory half yearly AMC visit to any branch or branches, an amount equal to half of total AMC amount shall be levied as fine to ensure regular AMC visit. Further no amount for that half year shall be paid to the firm. If the firm fails to carry out two half yearly visits, the Firm shall be de-empaneled from Chennai Zone and the Bank guarantee submitted by the firm shall be forfeited.
- You can use extra paper for accessories if it is not enough.

Date:

Authorized signatories

(Name & Designation, seal of the firm)

Annexure V

**BID SECURITY DECLARATION**

**Undertaking (To be submitted by all bidders on their letter head)**

From

**Phone No.**

To

Assistant General Manager,  
Union Bank of India,  
Regional Office - Salem,  
313/1, Annapuram,  
Gandhi Nagar, Behind Chennai Silks,  
Five Roads Junction, Salem - 636004

Dear Sir,

We \_\_\_\_\_ (bidder name), hereby undertake  
that-

I / We understand that, If we withdraw or modify the Bid during the period of validity, or if we are awarded the contract and we fail to sign the contract, or we fail to submit a performance security before the deadline defined in the RFP, we will be suspended for a period of 3 Years and will not be eligible to submit Bids for contracts during this suspended period.

Yours faithfully,

Authorised Signatories  
(Name, Designation and Seal of the Company / Firm)

Annexure VI

FORMAT OF PERFORMANCE BANK GUARANTEE

NOTE:

1. This guarantee should be furnished by a Nationalized Bank / Scheduled Bank, other than Union Bank of India, as per the following format.
2. This bank guarantee should be furnished on stamp paper value as per Stamp Act. (Not less than Rs. 500/).
3. This Performance Bank Guarantee should be furnished within 14 days of the notification of the award of the Contract.

To  
Union Bank of India,

Dear Sir,

In consideration of Union Bank of India, \_\_\_\_\_ placing an order for implementation of & on \_\_\_\_\_ having registered office at \_\_\_\_\_ (hereinafter called the firm) as per the work order entered into by the firm vide work order no. \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter called the said contract), we \_\_\_\_\_ (Name of the Guarantor Bank), a schedule bank, issuing this guarantee through its branch at \_\_\_\_\_ presently located at \_\_\_\_\_ hereinafter called the bank), do hereby irrevocably and unconditionally guarantee the due performance of the firm as to the Supply, Installation, Maintenance of \_\_\_\_\_ at \_\_\_\_\_.

If the said firm fails to implement or maintain the system or any part thereof as per the contract and on or before the schedule dates mentioned therein, we the Guarantor Bank), do hereby unconditionally and irrevocably agree to pay the amounts due and payable under this guarantee without any demur and merely on demand in writing from you during the currency stating that the amount claimed is due by way of failure on the part of the vendor or loss or damage caused to or suffered / or would be caused to or suffered by you by reason of any breach by the said vendor of any of the terms and conditions of the said contract in part or in full. Any such demand made on us shall be conclusive as regards the amount due and payable under this guarantee.

We \_\_\_\_\_ (Name of the Guarantor Bank), further agree that this guarantee shall continue to be valid unless you certify that the vendor has fully performed all the terms and conditions of the said contract and accordingly discharge this guarantee, or until \_\_\_\_\_, whichever is earlier. Unless a claim or demand is made on us in writing under this guarantee on or before \_\_\_\_\_, we shall be discharged from all our obligations. If you extend the schedule dates of performance under the said contract, as per the terms of the said contract, the vendor shall get the validity period of this guarantee extended suitably and we agree to extend the guarantee accordingly at the request of the firm and at our discretion, provided such request is served on the bank on or before \_\_\_\_\_.

Failure on part of the vendor in this respect shall be treated as a breach committed by the firm and accordingly, the amount under this guarantee shall at once become

payable on the date of receipt of demand made by you for payment during the validity of this guarantee or extension of the validity periods.

You will have fullest liberty without affecting this guarantee to postpone for any time or from time to time any of your rights or powers against the vendor and either to enforce or forebear to enforce any or all of the terms and conditions of the said contract. We shall not be released from our liability under this guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the firm or any other forbearance act or omission on your part or any indulgence by you to the firm or by any action or modification of the said contract or any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereof have the effect of so releasing us from our liability hereunder.

In order to give full effect to the guarantee herein contained you shall be entitled to act as if we are your principal debtors in respect of all your claims against the firm hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights if any which are in any way inconsistent with the above or any other provision of this guarantee.

The words the firm, the beneficiary of this guarantees i.e. yourself, and ourselves i.e., \_\_\_\_\_ (Name of the Guarantor Bank), unless repugnant to the context or otherwise shall include their assigns, successors, agents, legal representatives. This guarantee shall not be affected by any change in the constitution of any of these parties and will ensure for and be available to and enforceable by any absorbing or amalgamating or reconstituted company or concern, in the event of your undergoing any such absorption, amalgamation or reconstitution.

This guarantee shall not be revocable during its currency except with your prior consent in writing. This guarantee is non-assignable and non-transferrable.

Notwithstanding anything contained herein above:

- I) Our liability under this bank guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only).
- II) This bank guarantee shall be valid up to \_\_\_\_\_.
- III) We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only if you serve upon us a written claim or demand (and which should be received by us), on or before \_\_\_\_\_ before 12:00 hours (Indian standard time) where after it ceases to be in effect in all respects whether or not the original bank guarantee is returned to us.

This guarantee deed must be returned to us upon expiration of the period of guarantee.

Signature \_\_\_\_\_

Name \_\_\_\_\_

(In Block letters)

Designation \_\_\_\_\_

(Staff Code No.) \_\_\_\_\_

Official address:

(Bank's Common Seal)

Attorney as per power of Attorney No.

Date:

WITNESS:

1. \_\_\_\_\_ (Signature, Name, Designation & Address)

2. \_\_\_\_\_ (Signature, Name, Designation & Address)