

NOTICE INVITING TENDER (NIT)
FOR
RATE CONTRACT OF SUPPLY/REFILLING OF FIRE EXTINGUISHERS
IN BANK BRANCHES/OFFICES/ESTABLISHMENTS OF
RAJKOT ZONE

NIT issued by

**BANK OF INDIA
RAJKOT ZONAL OFFICE
M.G. Road, Para Bazar Road
Rajkot – 360 001
GUJARAT**

Website: www.bankofindia.co.in

A. INVITATION OF TENDERS FOR RATE CONTRACT OF SUPPLY/REFILLING OF FIRE EXTINGUISHERS IN BANK'S BRANCHES/OFFICES/ ESTABLISHMENTS OF RAJKOT ZONE

1. Bank of India invites Sealed Tenders from eligible Agencies/Companies / Contractors/Firms for award of rate contract for supply/refilling of fire extinguishers in Branches/Offices/Establishments of Rajkot Zone. The rate contract will be valid for three years from the date of award of contract. Interested eligible Bidders may download the tender document from Tender Section of Bank's website - www.bankofindia.com and use the same for submission of tender. The Tender Document will be available till 04.04.2024. The tender will be required to be enclosed with **a non-refundable Tender fee of Rs 1000/-** in the form of a Demand Draft/Banker's Cheque in favour of Bank of India, **payable at Rajkot. Tenders without tender fee will be summarily rejected. MSME Firms and Startups are eligible for exemption from Tender Fee as per Government Policy. Completed tender should be submitted at the address as mentioned above latest by 1500 hrs on 04.04.2024.**
2. Tender should be submitted in a sealed envelope with superscription "Tender for award of Rate contract for Supply/Refilling of Fire Extinguishers in Branches/Offices/Establishment in Rajkot Zone" containing the following:
 - a. Copy of the Notice Inviting Tender (NIT) duly signed and stamped on all pages;
 - b. All Appendices, Annexures, documents as asked for;
 - c. Technical Bid (Appendix "B") and documents pertaining to registrations, PAN Card, GST and other registrations required as per laid down statutory norms
 - d. Documents pertaining to technical qualifications, experience, running contracts etc.
 - e. Documents related to agency / firm's financial conditions (i.e. Balance Sheet, P & L account statement, ITR etc.).
 - f. Tender Fee and EMD or relevant MSME/Startup certificates seeking exemption from Tender Fee and/or EMD
3. Important Dates & Details

Price of Tender Document	Rs.1000/-
Date of availability of tender document on Bank's website	11.03.2024
Last Date for availability of tender Document on Bank's website	04.04.2024
Last Date and Time for submission of duly filled bid	04.04.2024 by 03:00 PM
Address for Communication	BANK OF INDIA RAJKOT ZONAL OFFICE M.G. ROAD, PARA BAZAR ROAD RAJKOT – 360 001
Contact Person & Contact details	1. Mr. Anil Kumar Singh – 8210832913 2. Mr. Tribhuvan Pilkhwai - 7381104399
Date of opening of Bids/Tender	04.04.2024 at 03:30 PM
Earnest Money Deposit (EMD)	Rs.10,000/-
Period of contract	Three Years

4. The tender shall remain valid for 180 days from the date of opening of technical bid of the tender.
5. The successful bidder will have to enter into a stamped agreement with the Bank in the draft of agreement given at Appendix “E”.
6. Bank of India reserves the right to accept or reject in part or full any or all the bids without assigning any reasons therefor.

Dy. Zonal Manager
Rajkot Zone

B. Instructions for Bidders

1. Duly filled and completed bids in all respects in a sealed envelope superscribed “**Tender for rate contract of supply/refilling of fire extinguishers in Bank’s Branches/Offices/Establishments of Rajkot Zone**”. The tender document should be submitted at our office in a sealed envelope on below mentioned address latest by 1500 hours on 04.04.2024:-
Corporate Services Department
Rajkot Zone
Bank of India
M.G. Road, Para Bazar Road
Rajkot – 360 001
2. The technical bid (Appendix-B) along with all required documents should be placed in a separate sealed Envelope No.1 with superscription “Technical Bid”. The Financial Bid (Appendix- C both Part-1 & 2)) should be placed in a separate sealed Envelope No.2 with superscription “Financial Bid”. Envelope No.3 should contain DDs / Pay Orders being cost of tender document and EMD along with its details as per Appendix-A and should be superscribed “Tender Fee & EMD”. In case exemption from Tender Fee and/or EMD is sought the valid certificate in support of exemption claim should be place in Envelope No. 3. All the three envelopes should then be placed in a separate Envelop No. 4 with superscription “Tender for award of rate contract for supply/refilling of Fire Extinguishers in Bank’s Branches/Offices/Establishments of Rajkot Zone” should be submitted at Bank’s address mentioned above on or before the stipulated date & time for receipt of tender. No bid received after the stipulated time and date will be accepted under any circumstances.
3. Technical Bids will be opened at 1530 hrs on 04.04.2024 in the presence of tender opening committee and the bidders or their representative who wish to attend the bid opening.
4. Financial bids of the technically qualified bidders will be opened at a later date and time as decided by the Bank and intimated to all the qualified bidders.
5. Tenders shall remain open for acceptance by the Bank for a period of 180 days from the last date of opening of Financial Bid and bidders shall not cancel or

withdraw the bid during this period. In case the bidder withdraws the bid prior to the expiry of 180 days, the EMD will be forfeited and the bidder will be debarred from participating in any future tender process of the Bank for next three years.

6. Rates should be quoted both in figures and words in columns specified. All erasures and alterations made while filling the tender must be attested by initials of the bidders. Overwriting of figures is not permitted; failure to comply with either of these conditions will render the bid void. In case of any discrepancy in the amount of any item, the corresponding rate quoted will prevail & amount will be concluded accordingly.
7. A copy of the NIT duly signed by the bidder on each page should be enclosed with the other tender documents as a token of his/their having acquainted himself/themselves with the general conditions of contract, specifications, special conditions etc. as laid down in the NIT. Unsigned tender documents will be rejected.
8. The Zone is spread in 02 districts of the state of Gujarat. These districts are Rajkot & Kheda. The bidders are expected to acquaint themselves with the geographical spread of the Zone and location of Branches before submitting the tender.
9. Tenders without Tender fee & Earnest Money Deposit (EMD) will be summarily rejected. However MSMEs registered with NSIC/Udyog, Aadhar etc. and Startups registered with the competent Government authorities are exempted from paying Tender Fee, EMDs as per extant Guidelines. No interest shall be paid by Bank on the Earnest Money Deposit. However, later as and when an MSME or Startups agency is awarded the contract, they will have to deposit the required Security Deposit amount with the Bank by means of DD/Pay order drawn on 'Bank of India' and payable at Rajkot.
10. The tender submitted on behalf of a firm shall be signed by the signatory having signing authority on behalf of the firm. The authorization letter for signing authority should be enclosed with tender.
11. The Bank reserves the right to accept or reject any or all the tenders, either in whole or in part without assigning any reason for doing so.

12. The rate contract will be valid for THREE YEARS. Work orders for supply/refilling of fire extinguishers will be awarded as per the requirement time to time basis.
13. Conditional tenders are not acceptable.
14. The Bidder shall strictly comply with all the terms and conditions of the NIT

C. Qualification Requirement of the Bidder

The Agencies/Companies/Contractors/Firms, which fulfills the following qualifications, will be eligible for bidding:

1. The bidder should have an office in the State of Gujarat.
2. The bidder should have minimum 03 (Three) years of experience in the field of maintenance / refilling of Fire Extinguishers and Installation of new fire extinguishers as on 31.03.2023.
3. The bidder should be an income tax assessee and should be in the business for last three years as on 31.03.2023. The Bidder should have filed income tax return for the last three Financial Years i.e. FY 2020-21, FY 2021-22 & FY 2022-23.
4. The average financial turnover of last Three years shall be at least Rs.10.00 Lakh per annum.
5. The bidder/firm must have at least two running contract with any Central/State Govt. Sector, Public Sector Banks (PSBs) /Private Banks / Cooperative Banks.
6. The bidder must have successfully completed contract for the maintenance/refilling and installation of fire extinguishers with Central/State Govt. Sector, PSUs or SCBs /Private Banks / Cooperative Banks of minimum of 75 Locations/Branches during last three years.

(Work completion certificate(s) from the client(s) should be enclosed in support of work experience)

7. The bidder can be a sole proprietary concern/partnership firm or a company registered with appropriate Government Authority. Certificate of registration as applicable to be submitted.
8. The bidder should not have been blacklisted/debarred by any Govt./PSUs/Pvt. Firm in the last three years.

9. The award of rate contract for supply/refilling of fire extinguishers will be valid for 03 (three) years. The work performance of vendor will be reviewed periodically by the Bank. If the agency fails to comply/performance with the terms of contract and does not render the services satisfactorily, Bank will have the right to terminate the contract during contract period by giving one-month advance notice.
10. The bidder should have valid PAN and registrations for other relevant government laws such as GST, EPF, ESI, Contract Labour etc, as applicable.
11. The bidder should be either the Original Equipment Manufacturer (OEM) or an authorized dealer of an OEM of fire extinguishers for last three years. The bidder should have valid authorization letter from the OEM for refilling/supply of fire extinguishers.
12. The bidder must have a proper workshop for carrying out the refilling work/hydraulic testing facility.

D. General Terms and Conditions-

- a. Each of documents should be signed by the bidders submitting the tender in token of his/their having acquainted himself/themselves with the General Conditions of empanelment and other terms laid down in NIT
- b. The Bank in order to evaluate and compare the tenders/response to tender received, may seek clarification from some or all of the bidders. Such clarifications and responses will necessarily be in writing. The Bank has right to disqualify the vendor whose clarification is found to be inappropriate/unsatisfactory.
- c. The Bank will not return the tenders/responses received from the bidders. The information provided by the bidder/s will be held in confidence and would be used for the sole purpose of evaluation of tenders.
- d. The EMD amount of Rs. 10,000/- in respect of the successful bidder shall be retained as 'Security Deposit' till completion of the contract i.e. three years from the date of award of work order. In the event of default or not carrying out the contracted services, as per terms and condition of the tender, it will be forfeited. In case the successful bidder was exempted from depositing EMD, he/they will have to deposit Rs. 10,000/- as Security Deposit by means of DD/Pay Order drawn on 'Bank of India' and payable at Rajkot before accepting the contract.

2. Opening and Evaluation of Bids (Evaluation Methodology)

- a. Tenders will be opened by the Bank's Tender Opening Committee in presence of bidder's representatives who may remain present on the occasion. No tender shall be rejected at the tender opening, except the late tenders, which shall be returned unopened to the Bidders. Tenders (and modifications sent) that are not opened at Tender Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn tenders will be returned unopened to the Bidders.
- b. The Bank will examine the Tenders to determine whether they are complete, furnished in required formats, the documents have been properly signed, and the Tenders are generally in order. The Bank may, at its discretion, waive any minor infirmity, non-conformity, or irregularity in a Tender, which does not constitute a material deviation. Only those Bidders whose tenders have been found to be in conformity with the eligibility terms and condition would be taken up by the Bank for the further detailed evaluation. Prior to the detailed evaluation, the Bank will determine the responsiveness of each Tender. For the purpose of these clauses, a responsive Tender is one, which conforms to all the terms and conditions of the NIT without material deviations. Deviations or objections or reservations to critical provisions, Applicable Law, Qualification Criteria and Experience will be deemed to be material deviation. The Bank's determination of a Tender's responsiveness is to be based on the contents of the Tender itself, without recourse to extrinsic evidence. The Bank reserves the right to evaluate the tenders on technical & functional parameters including possible verification from bidder's clientele. If a Tender is not responsive, it will be rejected by the Bank.
- c. During evaluation of the Tenders, the Bank, at its discretion, may ask the Bidder for clarifications on its Tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the Tender shall be sought, offered or permitted.
- d. The rates quoted for in the price bid shall be **EXCLUSIVE OF GST**.
- e. The refilling rate as well as rates for supply and installations will be inclusive of the cost involved in travelling of the workmen and transportation of the cylinders for refilling and HPT from Branches / offices to workshop / testing centers. The

rates quoted will be uniform for all the Branches/Offices/Establishments irrespective of their distance from Zonal Office. The cost of travelling / transportation involved in refilling / HPT / supply must be factored in by the bidders while quoting the rates of refilling / HPT / new supply.

- f. Bank has approximately 95 nos of Branches / Offices / Residential Complexes in the area of operations mentioned in the Tender documents under the administrative control of Zonal Office. The work order for supply / maintenance / refilling of the fire extinguishers in Branches / offices / residential complexes will be issued by Security Department, Zonal Office, as and when required during the contract period. No work for refilling/new supply will be carried out without getting an approval from Zonal Authority. The List of Branches with their Address have attached as Annexure I.

3. Force Majeure

The firm shall not be liable to penal action by the Bank for default in undertaking the work contracts in future, or delay in performance or other failure to perform its obligations under the terms of rate contract, if the same 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 Service Provider’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Government in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes or any such event beyond the reasonable control of the bidder.

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.

4. Termination for Insolvency

The Bank may, at any time, terminate the contract with the company by giving written notice of 30 days to the Bidder if the Bidder becomes Bankrupt or otherwise insolvent.

5. Termination for Convenience

The Bank, by written notice sent to the firm, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Bank's convenience, the extent to which performance of the Bidder under the Contract is terminated and the date upon which such termination becomes effective.

6. Injury to persons, property & Bank's Indemnity

The vendor/contractor shall be liable for and shall indemnify the Bank against any expense, liability, loss claim or proceedings in respect of any injury or damage whatsoever to any property or personnel in so far as such injury or damage has arisen out of or in the course of or by reason of carrying out of the works and provided always that the same is due to any negligence or omission or default of the agency or workers or any sub-contractor.

7. Accidents

The vendor/contractor shall, within 24 hours of the occurrence of an accident at the site or offsite in connection with the execution of the work, report such accident to the Bank's representative. The vendor/contractor shall also report such accident to the Competent Government Authority whenever, such a report is required by law

8. Penalty clause

Post rate contract, the bidder must be responsive after award of the work contract by the Zone. Follow the scope of work and Terms & Conditions of the document during the work for refilling/supply of Fire extinguishers of Branches/Offices. The vendor will provide the letter of acceptance of terms & conditions to Bank as prescribed in the Appendix "D". However, If the vendor/contractor fails to comply/perform with the terms of contract satisfactorily during the contract period, the vendor/contractor shall be liable to pay Rs. 5,000/- or 5% of work order (whichever is higher) for such deficiency in services. Repeated instance (more than three instances) of deficiency in service, may result in forfeiture of Security Deposit and termination of contract. Bank will have a right also to debar the

agency from the participation in next tender process for rate contract for refilling/new supply of fire extinguishers.

9. Labour Laws

The vendor/contractor shall comply with the provision of all labour legislations and meet the requirements thereof. Indicative list of such legislations are given below:-

- a) The payment of Wages Act
- b) Owner's Liability Act
- c) Workmen's Compensation Act
- d) Contractor Labour (Regulation & Abolition) Act 1970 and Central Rules 1971
- e) Apprentices Act 1961
- f) Any other Act or enactment relating thereto and rules framed thereunder from time to time.

The vendor/contractor shall observe and strictly adhere to all prevailing labour laws inclusive of Contract Labour (Abolition and Regulation) Act of 1970 and other safety regulations including amendments made, if any afterwards.

10. Bank reserves the right to the following:-

- a. Reject any or all proposals received in response to the tender notice without giving any reason whatsoever
- b. Waive or Change any formalities, irregularities, or inconsistencies in proposal format / delivery process
- c. Extend the time for submission of proposal.
- d. Modify the document, by an amendment that would be displayed on Bank's Website
- e. To independently ascertain information from the Banks and other institutions to which bidder has already extended services for similar assignments.

11. Statutory authority obligations, notices, fees charges

The vendor/contract shall comply with and give all notices required by any act, any instrument, rule or order made under any act, or any regulation or bye law of any local authority or of any regulation of any agency which has any jurisdiction with regard to the Fire Extinguishers related works.

If the vendor/contractor shall find any divergence between the statutory requirements and all or any of the contract documents or any variation in the instruction issued in accordance with these conditions, shall immediately give to the Bank's Representative a written notice specifying the divergence.

12. Agreement

The vendor/contractor will have to enter into an agreement with the Bank while accepting the rate contract for refilling/supply of fire extinguishers.

E. SCOPE OF WORK

1. The agency will maintain the data sheet of fire extinguishers of each Bank's Branch/Office with details such as manufacturing date, type and capacity of extinguisher, location, date of refilling and next due date for refilling etc. They must ensure timely refilling/hydraulic testing of Fire Extinguishers. A copy of the data sheet copy of Fire Extinguisher shall be provided to Security Department, Zonal Office as well as concerned Branch.
2. HPT has to precede refilling in case of all the fire extinguishers since the refilling and HPT periodicity are same. Stored pressured Water-CO₂, ABC type and Modular type fire extinguishers will be Hydraulic Pressure Tested and refilled at the vendor's workshop / authorized OEM's workshop through the vendor. Hydraulic Pressure Testing (HPT) of the cylinders of CO₂ gas type fire extinguishers will be got carried out at the OEM's authorized HPT Centre / any other Authorized HPT Centres and Test Certificate issued by the Testing Centre shall be submitted to the Branch / Zonal Office while claiming charges for HPT. For HPT / refilling of all the fire extinguishers, the contractor will carry them to their workshops / Testing Centre only after exclusive permission of Branch Manager / Office in-charge.
3. The stored pressure type and CO₂ gas type fire extinguishers will be required to be carried to the workshop for refilling/hydraulic testing since the same cannot be

done onsite. The vendor shall provide standby Fire Extinguishers of appropriate capacity & nos. to the Branch/offices before taking out Fire Extinguishers for refilling. Once, hydraulic tested & refilled Fire Extinguishers installed in the Branch/office, these standby fire Extinguishers shall be taken by the vendor. No extra charges will be paid to the vendor for standby fire extinguishers. Only refilling & hydraulic testing charges will be payable.

4. The vendor/contractor will follow the norms and procedures laid down in IS 2190:2010 certification for refilling and maintenance of fire extinguishers. The refilling / hydraulic pressure testing of extinguishers will be done as per the periodicity mentioned below:

Sr	Type of fire extinguisher	Refilling Periodicity	Hydraulic Pressure Test periodicity	Shelf Life
1	Water-CO ₂ (Stored Pressure Type)	2 Years	2 Years	10 Years
2	ABC type (Stored Pressure Type)	2 Years	2 Years	10 Years
3	ABC Powder based Modular Fire Extinguishers	2 Years	2 Years	10 Years
4	Carbon Di-Oxide (CO ₂) Gas	5 Years	5 Years	15 Years
5	Clean Agent Modular type FEs	5 Years	5 Years	15 Years
(Note:- In case of CO ₂ type fire extinguishers, whenever it is empty or its weight is reduced by more than 20% from total weight for whatsoever reason, extinguishers will be refilled)				

5. The vendor will carry fire extinguisher to the workshop for the HPT/refilling only after taking prior approval from the Zonal Authority/Branch. The log sheet of hydraulic testing will be maintained by the vendor and shared with the Zonal Security Officer/Zonal Authority.
6. The Vendor/contractor will strictly follow the periodicity for refilling of fire extinguishers as per schedule and maintenance detail of fire extinguishers

mentioned above and details of refilling / due date will be prominently mentioned on the sticker displayed on fire extinguishers.

7. The type and capacity for new fire extinguishers (whenever required) will be decided by the Zonal Authority only and order will be placed by Zonal office. New fire extinguishers for supply must be in compliance with BIS 15683:2006 certification.
8. Report of refilling of CO₂ & ABC Fire Extinguishers must be accompanied with the HPT report from the vendor. In case CO₂ gas type fire extinguishers, HPT report will be provided by an authorized HPT center and the same has to be submitted with refilling report. In case a fire extinguisher fails in hydraulic test, consequent requirement of new fire extinguisher will be projected to Zonal Office and only after firm order, new replacement fire extinguisher will be provided. For the intervening period, the standby fire extinguishers provided at the Branch/office shall continue to remain in service till replaced with new ones.
9. A Conventional Water-CO₂ & DCP type Fire Extinguishers presenting at the Branch will not be refilled by the vendor. The conventional fire extinguishers shall be replaced by stored pressure type fire extinguishers after getting supply order.
10. The vendor shall take back the old conventional/unusable fire extinguishers at the Branch/Office at a notional cost of Rs.100.00 per fire extinguisher after making new supplies. Disposal of such old/conventional / unusable fire extinguishers shall be done by the contractor following the extant norms in the matter.

F) Refilling and Maintenance Procedure-

1. All fire extinguishers should be discharged / emptied at the site before being taken to the workshop for refilling. While discharging the Fire extinguishers at the Office/Building, the demonstration of operation of the fire extinguisher will be given to staff members/security guards of the concerned Branch/Office.
2. Standby proper Fire Extinguishers of appropriate capacity & nos. will be provided to the Branch/offices before taking out Fire Extinguishers for refilling.
3. Fire extinguishers taken for refilling must be returned within five days to the respective Branch/Office.
4. In case the vendor is unable to return the fire extinguishers after refilling within due date, penalty up to 10% of the refilling cost per week of delay may be levied

by the Bank. Repeated violations may result in termination of the contract and forfeiture of the EMD.

5. All fire extinguishers, refills and spare parts must conform to performance and other specifications as laid down in IS 15683:2006 and any other relevant IS specifications amended from time to time by BIS.
6. The process of refilling will also include proper cleaning of interior and exterior of fire extinguishers, polishing the painted portion with wax polish, brass/gun metal parts with metal polish, chromium plated parts with silver polish and thorough washing of the plastic components with soap solution and sun drying them.
7. Record of refilling and HPT of all fire extinguishers shall be created Branch / Office wise and a copy of it should be handed over to the Zonal Office/ Branch.
8. While refilling, the vendor will also ensure checking of nozzles, cap assembly, handle, syphon tube, pressure gauge, all joints, safety pin/clip, discharge pipe etc, wall bracket / fire stand of fire extinguishers. Replacement of these accessories or colouring of the fire extinguishers, if so required will be done with prior written approval of the Branch Manager/Office-in-charge;
9. Pasting of inspection card on the body of the extinguishers indicating the serial number, date of refilling, next due date for refilling, due date for hydraulic testing etc. must be done after refilling
10. The vendor shall ensure that stickers mentioning the operating instructions of fire extinguishers are in good condition, legible and are facing outward;
11. The vendor should check & ensure that the pressure gauge indicator is in operating range;
12. Conventional Fire Extinguishers, if any at the Branch shall be taken back by the vendor after supplying new stored pressure type fire extinguishers.

**Award of rate contract for
Supply/refilling of Fire Extinguishers
in Bank's Branches/Offices/Establishments of Rajkot Zone**

**DETAILS OF DD / PAYORDER BEING
COST OF TENDER DOCUMENT & EMD**

NAME OF THE BIDDER –

1. DETAILS OF COST OF TENDER DOCUMENT

A. NAME OF THE ISSUING BANK	-
B. DD / PAY ORDER No.	-
C. AMOUNT	- Rs.1000.00
D. PAYABLE AT	-

2. DETAILS OF EARNEST MONEY DEPOSIT

A. NAME OF THE ISSUING BANK	-
B. DD / PAY ORDER No.	-
C. AMOUNT	- Rs.10000.00
D. PAYABLE AT	-

**Award of rate contract for Supply/Refilling of Fire Extinguishers
in Bank's Branches/Offices and Residential Complex of Rajkot Zone**

TECHNICAL BID

A. Basic Information

Sr.	Particulars	Details
1	Name of the Vendor/Contractor/Company/Firm and address of the registered office:- Phone No:- E-mail:- Mobile No:- Website, if any:-	
2	Date and year of establishment (enclose documentary evidence)	
3	Type of the organization (whether sole proprietorship, partnership, company etc.)	
4	Name of the proprietor/partners/Directors of application with address and phone no. (in case) a. b.	
5	Details of registration- (Enclose Certificate of Incorporation/Registration with appropriate authority for partnership firms/shop & establishment act) (Enclose documentary evidence)	
6	Whether the firm has carried out similar work for Bank's Branches/Offices in Govt./PSU/PVT. Firm, if so, give details	
7	No. of years of experience in the relevant field. (enclose contract documents in support)	
8	Address of office which will undertake the service/maintenance work	
9	Annual turnover for the last three years- as per the balance sheet (enclose copy of balance sheet of last 03 years)	Rs. for FY 2020-21 Rs. for FY 2021-22 Rs. for FY 2022-23
10	Permanent A/c no (Enclose copy of PAN Card)	
11	GST Registration details (Enclose a copy of certificate), if applicable	
12	Is the bidder an Original Equipment Manufacturer (OEM)? If yes, enclose valid BIS certificates pertaining to the Brand and the products.	
13	Whether contractor/vendor is having dealership/certificate from OEM of Fire Extinguishers, if yes, (enclose copy of the	

	authorization letter / dealership from OEM mentioning details of Fire Extinguishers Brand/make and model & also a copy of the BIS certification of various fire extinguishers)	
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B. Work Experience & Completed works/projects(s)

Sr	Name of the project/work and employer	Work order No. & date (enclose a copy)	No. of Branches/ Offices work conducted	Contract period (From – To)	Value of contract	Brief details of the dispute (if any)

C. DOCUMENT CHECKLIST

- | | |
|---|--------|
| 1. Copy of NIT duly signed and stamped | Yes/No |
| 2. Tender Fee & EMD/ Relevant Certificate, if seeking exemption | Yes/No |
| 3. Letter of Acceptance (Appx-C) | Yes/No |
| 4. Other Documents | |
| i) Certificate of Registration of the firm | |
| ii) Copy of PAN, ITR, Balance sheets & PL statements of last 3 years | |
| iii) Copies of statutory registrations such as GST, EPF, ESI etc, as applicable | |
| iv) Documents in support of past/running contracts | |
| v) Documents to include qualification certificates of the electrical auditors | |

(Signature of Bidder with seal of Firm)

Award of rate contract for Supply/Refilling of Fire extinguishers in Bank's Branches/Offices & Residential Buildings of Rajkot Zone

FINANCIAL BID

Name of the Vendor/Contractor/Company/Firm:

PART - 1

RATES FOR REFILLING

Award of rate contract for refilling and maintenance of all types of fire extinguishers installed in the Branches/offices & residential quarters, wherever required, extinguishing medium of appropriate quantity, labour charges, HPT Charges, travelling and transportation charges for carrying the extinguishers from Branch Office to testing refilling centers and back and all other taxes, charges EXCEPT GST and cost of spares, if any.

S r	Type & Capacity (volume / weight) of Fire extinguishers	Estim- ated Nos. (A)	Refilling rate / Unit Excl GST (B)	Rate for HPT / Unit Excl GST (C)	Total Cost of refilling & HPT Excl GST [A X (B+C)]
1	b. Water-CO ₂ Stored pressure - 9 Litres	110			
2	a. ABC Stored Pressure - 4 Kgs	110			
	b. ABC Stored Pressure - 6 Kgs	110			
3	a. CO ₂ Gas type - 2 Kgs	110			
	b. CO ₂ Gas type - 3 Kgs	80			
	b. CO ₂ type Fes – 4.5 Kgs	90			
4	ABC power based Modular - 5 Kgs	05			
5	Clean Agent Modular - 5 Kgs	00			
SUB TOTAL (Part-1) (Amount in Words)					
(Note:- The nos. of fire extinguishers mentioned above are estimated and may vary depending upon both, the future requirements / redundancies)					

PART - 2

RATES FOR SUPPLY OF NEW FIRE EXTINGUISHERS

Supply including installation of various types of fire extinguishers such as water CO₂, ABC, CO₂, ABC powder based modular fire extinguishers etc as mentioned in the columns below:

Sr	Type of FEs	Capacity (Volume/Weight)	Quantity @ (A)	Unit Rate excluding GST (B)	Total cost excluding GST (A X B)
1	Water-CO ₂	Stored pressure - 9 Litres	20		
2	ABC Powder type	Stored pressure - 4 Kgs	90		
		Stored pressure - 6 Kgs	80		
3	CO ₂ Gas Type	2.0 Kgs	100		
		3.0 Kgs	80		
		4.5 Kgs	90		
4	ABC based modular	Stored pressure – 5.0 Kgs	20		
SUB TOTAL (Part-2)					

@ To be filled in by the Zonal Office

TOTAL BID VALUE

Ser	Description	Amount
1	Total cost of refilling (Sub-total of Part - 1)	
2	Total cost of supply & installation (Sub-total of Part - 2)	
TOTAL (Part 1 + Part 2)		
GST @ 18%		
GRAND TOTAL		

(Signature and Seal)

Date:-
Place:-

PART - 3

RATES FOR SUPPLY OF ACCESSORIES / SPARES OF FIRE EXTINGUISHERS

Spares of various Fire Extinguishers as mentioned below shall be done as per the rates mentioned against them:

Sr.	Name of the Spare/Accessory		Type/Material	Rate Per Unit
1	Cap Assembly	WCO2		
		ABC Type		
2	Siphon tube			
3	Safety Pin/Clip			
4	Pressure gauge			
5	Discharge Pipes for FEs	WCO2 Type		
		ABC Type		
		CO2 Type		
6	Nozzle with Sprinkler for Modular FEs	ABC Powder Based		
		Clean Agent Based		
7	CO ₂ opening valve			
9	Squeeze grip handle	WCO2 Type		
		ABC Type		
10	Cap washer			
11	Wall bracket			

(Note: Please note that rates of spare will not be taken into account for deciding the lowest successful bidder for award of contract. Bank is not bound to accept the rates of accessories/spares quoted by the successful lowest bidder. The rate of a spare/accessory will be fixed by the Bank by selecting the lowest rate for the spare/accessory from the rates quoted by various bidders and if needed after further rationalizing the same)

Acceptance of Terms and Conditions
(Letter to the Bank on the bidder's letterhead)

To,
The Zonal Manager
Bank of India
Rajkot Zone

**Sub:- Rate Contract for Supply/Refilling of Fire Extinguishers in
Branches/Offices/Establishments of Rajkot Zone**

With reference to the NIT on the captioned matter, I / We, having examined and understood the instructions, terms and conditions forming part of the NIT, hereby enclose our Tender for the rate contract for supply/refilling of fire extinguishers in Branches/Offices/Establishments of Rajkot Zone.

We further confirm that the offer is in conformity with the terms and conditions as mentioned in the NIT and all required information, relevant documents are enclosed with the Tender.

We further confirm that we are bound to execute the work of refilling/supply of fire extinguishers, whenever allotted by Bank during the contract period. We accept that in case of our refusal to carry out the work as and when awarded, Bank may take appropriate action against us including forfeiture of Security Deposit and debarring from participating in future tendering process of the Bank.

We understand that-

Bank is not bound to award the work contract to us, it is the discretion of the Bank to award the work contract on requirement basis during the contract period

Bank may entrust the entire work to one vendor or distribute the work to more than one vendor while awarding the rate contract without assigning any reason or giving any explanation whatsoever.

(Signature of Bidder with the seal)

DRAFT OF AGREEMENT
(Non-Judicial Stamp Paper of appropriate value)

THIS AGREEMENT made this ____ day of ____ Two Thousand Twenty __ between the Bank of India, a body corporate Constituted under the Banking Companies (Acquisition and Transfer of Undertakings) Act 1970 and having its Zonal office, among other places, at <Address> (hereinafter referred to as “the Owner or The Bank” which expression shall include its successor or successors and assigns) of the ONE PART through the authorized officer Shri _____(Designation)

AND

M/s. _____, having its registered office at _____

(hereinafter referred to as the “CONTRACTOR”) of the OTHER PART.
WHEREAS the owner is

AND WHEREAS the Bank has issued rate contract for refilling/supply of fire extinguishers in Branches/Offices/Establishments of Rajkot Zone (list enclosed as Annexure-I)

WHEREAS THE Contractor has deposited/agreed (including MSMEs, /NSIC registered firm) to deposit Rs. 10,000/- as Security Deposit with the Bank as non-interest bearing Security Deposit for the due performance of the Agreement (Known as refilling/supply of fire extinguishers in Branches/offices)

NOW IT IS HEREBY AGREED AS FOLLOWS:

- 1) In consideration of the payments to be made to the contractor as hereinafter provided the contractor shall upon and subject to the said conditions execute and complete the works shown upon the said terms and conditions with all due care and attention.
- 2) The Bank will pay to the contractor as per the value of work order, whenever the same is issued by the Bank as per the requirement
- 3) The scheme of the rate contract, agreement and documents as mentioned in the

NIT shall form the basis of this contract. Approved rate on which supply / refilling services will to provided is attached as Annexure-II. The scope of work is attached as Annexure-III.

- 4) The contractor shall be responsible for all injuries to the work or workmen, to persons, animals or things and for all damages to the structural and/or decorative part of property, which may arise due the project execution. The bank will not be responsible or will not entrainment any such claim or reimbursement, if any such case arises during the contract period or beyond.
- 5) The Bank reserves a right to invoke penalty of Rs. 5,000/- Or 5% of the work order value (whichever is higher) against deficiency in services/unsatisfactory performance. Repeated instances (more than 3 instances) of deficiency in service may result in forfeiture of Security Deposit and termination of contract. Bank will have a right also to debar the agency from the participation in next tender process for such work.
- 6) The contractor will be bound to follow/perform the refilling/ supply of fire extinguishers as per the rates, terms & conditions of work order issued to the contactor including the terms and conditions as laid down in the NIT of the rate contract, failing which the Bank may initiate action to include forfeiture of security deposit and termination of the contract.
- 7) The terms and conditions of the work order shall be read and be treated as forming part of this agreement and the parties hereto will respectively be bound to abide by and submit themselves to the conditions and stipulations and perform the same on their parts to be respectively observed and preferred.
- 8) The contractor and the Bank agree that they will use the confidential information, if any, of each other only for the specific purpose for which it has been shared. Any other use of confidential info by disclosing the same to a third party will only be made with the permission of each other which will be in the form of written consent by the respective authorized representative.
- 9) Any dispute arising under this Agreement shall be referred for arbitration to sole arbitrator appointed with the consent of the Bank and the Contractor. The award of the arbitration shall be final and binding on both the parties.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first hereinabove written.

WITNESS

1)

2)

3)

4)

EXECUTANTS

1) OWNER

2) CONTRACTOR

(In case of the company, the common seal be affixed pursuant to resolution of Board of Directors in accordance with Articles of Association of the Company the directors etc., as the case may be affixing common seal may initial in token thereof and also by putting their names)

Annexure-I

LIST OF BRANCHES/OFFICES WITH ADDRESS

Sr.	Name of Branch/Office	Address with contact Details

Annexure-II

Contracted rates for supply/Refilling of fire Extinguishers

A. Rate for Supply of New Fire Extinguisher

Sr	Type of FEs	Capacity (Volume/Weight)	Unit Rate excluding GST
1	Water-CO ₂	Stored pressure - 9 Litres	
2	ABC Powder type	Stored pressure - 4 Kgs	
		Stored pressure - 6 Kgs	
3	CO ₂ Gas Type	2.0 Kgs	
		3.0 Kgs	
		4.5 Kgs	
4	ABC based modular	Stored pressure – 5.0 Kgs	

B. Rate for refilling of existing fire extinguishers

Ser	Type & Capacity	Refilling rate / Unit Excl GST	Rate for HPT / Unit Excl G
1	b. Water-CO ₂ Stored pressure - 9 Litres		
2	a. ABC Stored Pressure - 4 Kgs		
	b. ABC Stored Pressure - 6 Kgs		
3	a. CO ₂ Gas type - 2 Kgs		
	b. CO ₂ Gas type - 3 Kgs		
	b. CO ₂ type Fes – 4.5 Kgs		
4	ABC power based Modular - 5 Kgs		
5	Clean Agent Modular - 5 Kgs		

Rate of scrapped fire extinguishers removed from Branches/Offices (To be paid by the contractor to Bank): Rs.100/- per unit of fire extinguisher irrespective of type & make

Rate of Accessories / Spare of the fire extinguishers

Sr	Accessory/Spare		Rate/ unit	Sr	Accessory/Spare		Rate/Unit
1	Cap Assembly	WCO ₂ FEs		7	Discharge Pipe	WCO ₂ FEs	
		ABC FEs				ABC FEs	
2	Siphon Tube					CO ₂ FEs	
3	Pressure Gauge			8	Cap Washer		
4	Nozzle with sprinkler for Modular FEs	ABC FEs		9	Squeeze grip handle	WCO ₂ FEs	
		Clean Agents				ABC FEs	
5	CO ₂ opening valve			10	Colouring of one FE		
6	Wall bracket						

SCOPE OF WORK

1. The agency will maintain the data sheet of fire extinguishers of each Bank's Branch/Office with details such as manufacturing date, type and capacity of extinguishers, location, date of refilling and next due date for refilling etc. The details will be shared with Branch and a copy of consolidated data sheet shall be shared with Zonal Office.
2. They must ensure timely refilling/hydraulic testing of Fire Extinguishers.
3. Hydraulic Pressure Test (HPT) must precede refilling of a fire extinguisher. Stored pressured Water-CO₂, ABC type and Modular type fire extinguishers will be Hydraulic Pressure Tested at the contractor's workshop. However, HPT of CO₂ Gas type of fire extinguishers will be undertaken only at the OEM's authorized HPT Centre / any other Authorized HPT Centres. For CO₂ gas type of Fire Extinguishers, Test Certificate issued by the Testing Centre shall be submitted.
4. The vendor/contractor will follow the norms and procedures laid down in IS 2190:2010 certification for refilling and maintenance of fire extinguishers. No refilling will be done on site since HPT has to precede refilling. The contractor will carry the Fire extinguishers to their workshops / Testing Centre only after exclusive permission of Branch Manager / Office in-charge. While taking the Fire Extinguishers for HPT/Refilling, the contractor shall install an equal number of stand by fire extinguishers in the Branch/Office.
5. Following will be the periodicity of HPT/Refilling:

Sr	Type of fire extinguisher	Periodicity		Shelf Life
		HPT	Refilling	
1	Water-CO ₂ (Stored Pressure Type)	2 Years	2 Years	10 Years
2	ABC type (Stored Pressure Type)	2 Years	2 Years	10 Years
3	ABC Powder based Modular	2 Years	2 Years	10 Years
4	Carbon Di-Oxide (CO ₂) Gas	5 Years	5 Years	15 Years
5	Clean Agent Modular	5 Years	5 Years	15 Years
(Note:- In case of CO ₂ type fire extinguishers, whenever it is empty or its weight is reduced by more than 20% from total weight for whatsoever reason, extinguishers will be refilled)				

6. The Vendor/contractor will strictly follow the periodicity for refilling of fire extinguishers as per schedule. Refilling/Maintenance details and due date of refilling along with contact details of the contractor will be prominently mentioned on a sticker card affixed firmly on the cylinder of the extinguisher.
7. Orders for new installation will be placed by Zonal Office after requirement at the Branch/Office is submitted by the contractor. New fire extinguishers for supply must be in compliance with BIS 15683:2006 certification.
8. In case a fire extinguisher fails in hydraulic test, consequent requirement of new fire extinguisher will be projected to Zonal Office and only after firm order, new replacement fire extinguisher will be provided. For the intervening period, the standby fire extinguishers provided at the Branch/office shall continue to remain in service till replaced with new ones.
9. Conventional Water-CO₂ & DCP type Fire Extinguishers, if presently installed in the Branch/Office, will not be refilled by the contractor but will be replaced with Stored

Pressure type Water CO2 or ABC Powder type of Fire extinguishers after obtaining firm supply order from the Zonal Office. Such extinguishers will be taken back by the contractor as scrap after supply of new Fire extinguisher. Payment of notional scrap value of Rs.100.00 per fire extinguisher will be made by the contractor to the Bank. Disposal of such old/conventional / unusable fire extinguishers shall be done by the contractor following the extant norms in the matter.

10. All fire extinguishers should be discharged / emptied at the site before being taken to the workshop for refilling. While discharging the Fire extinguishers at the Office/Building, the demonstration of operation of the fire extinguisher will be given to staff members/security guards of the concerned Branch/Office.

11. Standby proper Fire Extinguishers of appropriate capacity & nos. will be provided to the Branch/offices before taking out Fire Extinguishers for refilling.

12. Fire extinguishers taken for refilling must be returned within five days to the respective Branch/Office.

13. In case the vendor is unable to return the fire extinguishers after refilling within due date, penalty up to 10% of the refilling cost per week of delay may be levied by the Bank. Repeated violations may result in termination of the contract and forfeiture of the EMD.

14. All fire extinguishers, refills and spare parts must conform to performance and other specifications as laid down in IS 15683:2006 and any other relevant IS specifications amended from time to time by BIS.

15. The process of refilling will also include proper cleaning of interior and exterior of fire extinguishers, polishing the painted portion with wax polish, brass/gun metal parts with metal polish, chromium plated parts with silver polish and thorough washing of the plastic components with soap solution and sun drying them.

16. While refilling, the vendor will also ensure checking of nozzles, cap assembly, handle, syphon tube, pressure gauge, all joints, safety pin/clip, discharge pipe etc, wall bracket / fire stand of fire extinguishers. Replacement of these accessories or colouring of the fire extinguishers, if so required will be done with prior written approval of the Branch Manager/Office-in-charge;

17. Pasting of good quality inspection card on the body of the extinguishers indicating the serial number, date of refilling, next due date for refilling, due date for hydraulic testing etc. must be done after refilling.

18. The vendor shall ensure that stickers mentioning the operating instructions of fire extinguishers are in good condition, legible and are facing outward;

19. The vendor should check & ensure that the pressure gauge indicator is in operating range;
