

**Request for Proposal (RFP)**

**Empanelment of Vendors/Firms/Suppliers and Rate Contract for Supply, Installation & Maintenance of Portable Fire Extinguishers in the Branches/ Offices/ATMs of Union Bank of India under Regional Office, Amravati**

{RFP REF - 191-999-RONGP-FE Dated: 23/11/2020}

Union Bank of India  
Regional Office, Amravati Union Samriddhi Kendra  
Gandhinagar Tank Furniture-444606

NOTE: This document contains 45 pages including this page.

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**Regional Office, Amravati  
Union Samriddhi Kendra  
Gandhinagar Tank Furniture-444606**

**1. Request For Proposal**

The Union Bank of India, Regional Office Amravati wishes to empanel reputed Vendors/ Firms/ Suppliers and Rate Contract for *Supply, Installation & Maintenance* of Portable Fire Extinguishers in the Branches/ Offices/ATMs of Union Bank of India under Regional Office, Amravati on as and when required basis and invites bids from reputed manufacturers/ authorized firms (vendor/ suppliers/ suppliers/ service providers), who fulfill the mandatory eligibility criteria/conditions/requirements. Bidders who are willing to undertake the Annual Maintenance of fire extinguishers presently installed in various branches of bank irrespective of make, model, vintage and condition shall only be considered.

1.1. RFP document can be downloaded from our website [www.unionbankofindia.co.in](http://www.unionbankofindia.co.in) or Govt. site ([www.eprocure.gov.in](http://www.eprocure.gov.in)) and can be submitted along with the Techno-commercial offer on payment of Rs 1000/- (Non-Refundable) by way of Demand Draft / Pay Order favoring Union Bank of India payable at Amravati.

Date of commencement of issue of RFP	:	23/11/2020
Pre-bid Meeting for prospective bidders	:	02/12/2020 at 04:00 PM
Venue of Pre-bid Meeting	:	Conference Hall, Regional Office, Amravati
Last date for submission of RFP	:	14/12/2020 up to 03.00 PM
Opening of Technical bid	:	14/12/2020 at 04.00 PM

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.

**Dy. General Manager**

## 2. SCOPE OF THE WORK

2.1. Rate contract for supply, installation and Maintenance of Portable Fire Extinguishers in branches/Offices/ATMs (including existing portable fire extinguishers installed in branches/ATMs/offices) of Union Bank of India under Regional Office, Amravati on as and when required basis including their Hydraulic Pressure Testing & Refilling.

2.2. Amravati region has large number of branches at dispersed location within Amravati district and district like Akola, Buldana, Parbhani, Hingoli, Nanded, Washim, Yavatmal. The requirements mentioned above pertain to the entire region and not to the particular area/ centre where Regional Office is located. Further, in case of any change in administrative jurisdiction of Regional Office, Amravati the empanelled/contracted Firms/Vendor/suppliers have to provide services as directed.

2.3. Empanelment of firms/vendor/suppliers is for three years. The Rate contract with empanelled firms/vendor/suppliers for supply and installation of new equipments and maintenance of new as well as existing equipments will be for the period of one year. 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 on the same rates, terms and conditions, the rate contract for supply, installation and AMC may be renewed. However, such renewal of contract will not exceed the maximum period of three years from the date of original contract. In special cases, the empanelment period can be extended beyond initial period of 03 years for a specified period not exceeding one year for the circumstances unforeseen.

The present state of portable fire extinguishers as on date within the region is as follows:-

<u>Sl. No.</u>	<u>Fire Extinguisher</u>	<u>Approximate Number of installations</u>	<u>Remarks</u>
1	Water CO <sub>2</sub> type extinguishers (9 Ltr)	16	Installed in branches/ offices/ATMs
2	CO <sub>2</sub> extinguishers (2/3.2/4.5 Kg)	111	Installed in branches/ offices/ATMs
3	DCP type extinguishers (5/6 Kg)	55	Installed in branches/ offices
4	ABC type extinguishers (4/5/6 Kg)	67	Installed in branches/ offices
5	Modular type extinguisher (5 Kg)	05	Installed in branches/ offices

2.4. If our Central office or any higher office of Union Bank of India conducts Pan India rate contract, Regional office, Amravati 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. PRE-BID MEETING

3.1. A pre-bid meeting is scheduled at 4:00 P.M on 02/12/2020 in Conference Hall, Regional Office, Amravati. All prospective bidders may avail this opportunity to interact with the tender committee and seek necessary clarifications with regards to this RFP.

3.2. No representations would be entertained at any later stage from bidders due to misinterpretation/misunderstanding of clauses and decision of the tender committee would be binding on all the bidders.

#### **4. MINIMUM ELIGIBILITY CRITERIA FOR SHORT-LISTING/EMPANELMENT**

##### **4.1. RESTRICTION UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS) 2017**

Refer Government of India, Ministry of Finance, Department of Financial services notification F. No. 7/86/2020/BOA-I dated 07.08.2020 and F. No.6/18/2019-PPD dated 23/07/2020, regarding restrictions on procurement from bidders from a country or countries, on ground of defence in India, or matters directly or indirectly related thereto including national security.

4.1.1. Any bidder from a country which shares a land border with India will be eligible to bid in the present tender process, if the bidder is registered with the Competent Authority as specified in the said notification.

4.1.2. The registration as per para 4.1.1 above should be valid at the time of submission of bids and during entire empanelment period (3 years). If at any time during Contract period, the validity of the registration is found invalid, bank reserves all rights to cancel the contract/de-empanel the vendor and/or take all actions as per law and government guidelines.

4.1.3. Further details are provided in the annexure to the notification mentioned above.

4.1.4. Bidder(s) found not eligible will not be considered for empanelment.

4.1.5. Similarly, all applicable Government rules, regulations etc. shall be strictly followed.

4.2. The criterion's mentioned below would be applied for short listing/empanelment of firms/vendor/suppliers. The firms/vendor/suppliers must submit proof of documents along with tender. Vendor/suppliers not submitting proof documents and/or not conforming to any of these criteria will not qualify for empanelment/short listing or rate contract. The criteria are tabulated below along with proof documents to be submitted against each of the criteria for information and compliance:-

Sr. No.	Eligibility Criteria	Proof documents to be submitted
1	Vendor/supplier should be an Original Equipment Manufacturer (OEM) or Authorized channel partner or authorized dealer/ distributor of the company and should be in the concerned field with not less than five years experience in dealing with portable fire extinguishers. Experience shall be counted from date of incorporation of firm.	Attested copy of Certificate of incorporation of the firm and/ or ink signed copy of authorization letter of dealership from the Original Equipment Manufacturer (OEM) for the brand/make of product offered must be submitted in original.
2	The proposed/offered portable fire extinguishers should have an OEM warranty of at least three years. ( <b>Warranty should be generic and not exclusive to this tender process</b> ).	Certificate of warranty from OEM depicting the make, model, capacity, IS specifications of fire extinguishers being offered with warranty period mentioned against each.
3	Vendor/supplier should have registration number for payment of GST.	Attested copy of Registration Certificate indicating GSTIN.
4	Vendor/supplier should have Income Tax PAN, TIN and should have submitted income tax return in last three financial years.	Attested copies of PAN card, TIN No. and Income tax return acknowledgement copy of last three years to be submitted.
5	Vendor/supplier should have Registration of its offices/service centers under Shops & Establishments Act in state of Maharashtra.	Attested copy of Registration certificate under applicable Shops & Establishment Act to be submitted.
6	Vendor/supplier should be reputed in the concerned field and should have average annual sales turnover in the last 3 years of Rs.10 lakhs or above.	Copies of audited Balance sheet & Profit & Loss Statement of past three financial years i.e. 2017-18, 2018-19 and 2019-20.
7	Vendor/supplier should have earned profit during the last three years.	Same as Sr. No.6 above.
8	Vendor/supplier 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 (on firm's letter head) by the CEO or Director of the Firm denying ownership of 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.
9	Vendor/supplier should not have been blacklisted by any Govt. Authority/PSUs/PSBs.	An undertaking (on firm's letter head) by the CEO or Director of the Firm declaring that the firm have not been black listed by any Govt. Authority or PSUs/PSBs.
10	Vendor/supplier should be having undertaking from OEMs for availability of product, its spares & accessories for next six years for the product offered.	An undertaking by vendor/supplier and OEMs (on letter head) by the CEO or Director declaring availability of product, its spares & accessories for next six years for the product offered.
11	<b>Good Product quality and Robustness:</b>	Attested copy of proof to be submitted.

	All products for which BIS standards exist should conform to the latest standards	
12	The firm should have its own office with adequate staff functioning at Amravati/Nagpur for the last five years and after sales service network in areas under Bank's Amravati Region. The office should essentially have a Landline telephone connection and should be manned during office hours. The office should have sufficient workshop space and technical equipment for testing, repairing and maintenance of portable fire extinguishers with adequate team of Engineers or Technicians to support geographical area & large number of branches of Amravati Region.	Attested copy of registration certificate of own office at Amravati / Nagpur & Service centers under applicable Shop & Establishment Act indicating existence of the office for the last five years. Number of engineers/ technicians posted at the office in Amravati/Nagpur needs to be furnished on letter head of the firm.
13	The firm should have installed/looking after the Annual Maintenance of portable fire extinguishers of at least three Public/ Private Sector Banks situated in Maharashtra state in the last five years. The proposed/ offered fire extinguisher should be of an established brand and should be in the market for last five years.	Attested copies of work orders & completion letters for installation of portable fire extinguishers and AMC contracts from Public/ Private Sector Banks in Maharashtra State.
14	Bidder should be in possession of suitable license from Maharashtra Fire Service of appropriate category as per Maharashtra Fire Prevention and Life Safety Measures Act, 2009.	Attested copy of current & valid license of appropriate category issued by Maharashtra Fire Service.
15	Registration of bidder with competent authority, if required vide Rule 144 (xi) of the GFR 2017, notified by Ministry of Finance through Press release dated 23/07/2020. If not required to be registered, bidder to provide self declaration/certificate as per the notification.	Attested copy of current and valid registration certificate along with Certificate/Declaration for compliance of notification, if applicable to be submitted. Otherwise, Certificate/ Declaration by bidder for non-applicability of the notification. Declaration/ Certification as given in Annexure-I.



## 5. TECHNICAL REQUIREMENTS - PORTABLE FIRE EXTINGUISHERS

5.1. The Portable Fire Extinguishers should confirm to the following minimum technical specifications:

Sr. No	<u>Description of Item</u>
1.	<b>Water CO<sub>2</sub> Type Fire Extinguisher:-</b> Supply and installation of <b>Stored Pressure Squeeze Grip Water</b> type fire extinguishers of 9 lit. capacity fitted with chromium coated gun metal cap with metallic safety clip, wall bracket, confirming to IS: 15683:2006 (Reaffirmed 2012) with ISI mark, body coated with lead tin alloy, overall conforming to IS:15683:2006 (Reaffirmed 2012) with ISI mark complete with initial refilling at site.
2.	<b>Carbon dioxide (CO<sub>2</sub>):-</b> Supply and installation of Carbon dioxide (CO <sub>2</sub> ) valve type fire extinguisher of 3 kg made of manganese seamless tube high pressure steel cylinder, internal discharge tube with 1 meter discharge hose and horn fitted with wheel type valve conforming to IS: 15683:2006 (Reaffirmed 2012) with ISI mark, with suspension wall bracket overall conforming to IS: 15683:2006 (Reaffirmed 2012) with ISI mark complete with initial charge. (The CO <sub>2</sub> cylinder should have certificate from CCE and the serial no should be embossed on the cylinder).
3.	<b>ABC Type Fire Extinguisher:-</b> Supply and installation of ABC Powder (Multi-purpose Powder) Stored Pressure Squeeze grip type fire extinguishers of 4 kg capacity filled with ABC Powder complete with squeeze grip type valve as a controllable discharge mechanism, rubber / PVC Hose Pipe with metallic discharge nozzle, mild steel sheet body with metallic safety clip (locking arrangement), pressure gauge indicator, copper siphon tube inside cylinder, rubber washers, wall bracket etc confirming to IS: 15683:2006 (Reaffirmed 2012) with ISI mark. ABC dry chemical is usually a mix of mono-ammonium phosphate and <a href="#">ammonium sulfate</a> and conforming to IS:15683:2006 (Reaffirmed 2012) with ISI Mark complete with initial refilling at site.

5.2. **Marking** - In addition, fire extinguisher shall be clearly and indelibly marked by means as stated in latest IS specifications with the following-

- 5.2.1. Name or Trade mark of manufacturer
- 5.2.2. BIS License number (CM/L- xxxxxxx)
- 5.2.3. Type of media of fire extinguisher
- 5.2.4. Base material and its percentage for Powder
- 5.2.5. Model number
- 5.2.6. Rating and classification of fire extinguisher
- 5.2.7. Acceptable to use at temperature from to °C.
- 5.2.8. Empty mass in kg
- 5.2.9. Nominal full mass in kg/Gross mass with tolerance or Min & max gross mass in kg
- 5.2.10. Year of manufacture
- 5.2.11. Sequential serial number

5.3. Following statement as applicable -

- 5.3.1. For rechargeable extinguishers: 'Recharge immediately after any use'
- 5.3.2. For disposable extinguishers: 'Discard immediately after any use'
- 5.3.3. Operating, recharging, inspection and maintenance instructions in the form of an etched or embossed metal name plates or band or an acceptable pressure sensitive nameplates or by silk screening of paint. Operating instructions also to be shown by pictorial view.
- 5.3.4. Name of Clean agent to be marked on the label of fire extinguisher.
- 5.3.5. In case of extinguishers covered by *Gas Cylinder Rules*, stamp of approval should be embossed on the neck of cylinder.
- 5.3.6. The CO<sub>2</sub> cylinder should have certificate from CCE and the serial no should be embossed on the cylinder.

5.4. **Minimum Warranty:** The proposed/offered portable fire extinguishers should have an OEM warranty of at least three years. Warranty should be generic and not exclusive to this tender process.

5.5. 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 5.1 then higher specification whichever is, will prevail.

## 6. **EARNEST MONEY DEPOSIT**

6.1. Earnest Money Deposit (EMD) of Rs.20,000/- (Rupees Twenty Thousand only) in the form of a demand draft/pay order issued by a scheduled commercial bank favouring Union Bank of India, payable at Amravati must be submitted along with the tender offer. Tenders not accompanied with EMD will be rejected. Offer(s) not accompanied with EMD will not be accepted except in such cases where exemption is claimed with documentary proof. The registration of firms claiming exemption with NSIC or any other Government agency shall be verified with NSIC/concerned Government agency based on the submitted proof documents and if found ineligible for such exemption, the bid of such firm/s shall be summarily rejected.

### 6.2. **The EMD will be forfeited if the bidder:**

- 6.1.1. Withdraws bid during bid validity period, or
- 6.1.2. Refuses to honour the price bid. Bank reserves the right to place order onto the bidder on prices quoted by them, or
- 6.1.3. Having been selected by the bank for the job, the bidder(s) refuses to accept any contract or
- 6.1.4. Having accepted the contract, fails to carry out its obligations mentioned therein, or
- 6.1.5. Refuses to submit PBG on finalization of Rate Contract.

6.3. No interest is payable on the EMD. The EMD shall be refunded to the unsuccessful bidders only on completion of the entire tender evaluation process. The EMD of L1 bidder(s) will be refunded only after finalization of rate contract and submission of Performance Bank Guarantee.

## 7. **PERFORMANCE BANK GUARANTEE**

7.1. On awarding of rate contract for supply, installation & AMC, the firms/ vendor/ suppliers shall submit within 20 days of receipt of contract letter, a Performance Bank Guarantee (PBG) of Rs.50,000/- (Rupees Fifty Thousand only) to Regional Office, Amravati, valid for a period of 42 months from the date of rate contract, issued by a scheduled commercial bank other than Union Bank of India favoring Union Bank of India, payable at Amravati.

7.2. The Bank will have right to make good all liabilities arising out of this tender process/contract/work allotted by invoking the PGB in part or full as the case may be.

7.3. In case the Regional Office of the bank sub divides into two or more Regions the firms may enter into contract with new Regional offices of the bank after submission of separate PBGs on the existing terms and conditions. In such case if one vendor/supplier does not submit PBG for a period of subsequent 42 months within the time given by bank their share of contract will be justifiably divided among other vendor/suppliers.

## 8. **SUBMISSION OF TENDER BID**

8.1. The Tender bid shall be submitted in two parts, i.e., Technical Bid Offer (TBO) and Price Bid Offer (PBO). Both the bids in separate sealed envelopes shall be submitted in a large sealed envelope.

8.2. The sealed envelope of TBO shall be super scribed "Technical Bid Offer for Empanelment of Vendors/Firms/Suppliers and Rate Contract for Supply, Installation & Maintenance of Portable Fire Extinguishers in the Branches/ Offices/ATMs of Union Bank of India under Regional Office, Amravati". The sealed envelope for PBO shall be super scribed "Price Bid Offer for Supply, Installation & Maintenance of Portable Fire Extinguishers in the Branches/ Offices/ATMs of Union Bank of India under Regional Office, Amravati".

8.3. Sealed envelopes containing Technical Bid Offer and Price Bid Offer shall be placed in another big sealed envelope super scribed "**Tender for Empanelment of Vendors/Firms/Suppliers and Rate Contract for Supply, Installation & Maintenance of Portable Fire Extinguishers in the Branches/ Offices/ATMs of Union Bank of India under Regional Office, Amravati**". The tender bid should be dropped in the Tender Box on or before the last date of submission of tender at the below mentioned address:

Regional Office, Amravati,  
Union Samridhi Kendra  
Gandhinagar Tank Furniture-444606

8.4. Any tender bid not in sealed envelope or received after the last date for submission of tender will be rejected and/or returned unopened to the bidder, if bidder so desires.

9. **TECHNICAL BID OFFER (TBO)**

9.1. The TBO should be complete in all respects and should contain all information asked for in this document. *It should not contain any price information.* The bid should be submitted in a separate sealed envelope containing the following in the sequence given below:

- 9.1.1. Demand Draft of Rs. 1,000/- as cost of RFP.
- 9.1.2. Demand Draft of Rs. 20,000/- as Earnest Money Deposit.
- 9.1.3. Letter of undertaking as per Annexure-I
- 9.1.4. Profile of firm/s as per Annexure-II
- 9.1.5. Details of reference sites as per Annexure- III
- 9.1.6. Compliance statement on technical specification of fire extinguishers offered as per Annexure-IV.
- 9.1.7. Acceptance of all terms and conditions including scope of work as per Annexure-V.
- 9.1.8. Attested copies of all proof documents supporting the minimum eligibility criteria given in the RFP.
- 9.1.9. Undertaking from OEM & bidder for availability of product, spares & accessories for next six years in relation to the product offered.
- 9.1.10. Documentation (Product Brochures, leaflets, manuals etc., if any) and attested photocopies of relevant documents/certificates as proof in support of various information submitted and other claims made by the Firm/s.

9.2. All pages of the bid including un-amended printed literature shall be stamped and initialed by the authorized signatory signing the Bid.

9.3. Corrections or alterations, if any, should be authenticated.

9.4. Any component/ spare(s) which is/are left out and which may be required with the product must be indicated separately.

9.5. The TBO must be submitted in an organized, numbered and structured manner (spiral binding will be appreciated). No brochures/leaflets etc should be submitted in loose form.

9.6. Attested photocopies of relevant documents/certificates as proof in support of various information submitted in aforesaid annexures and other claims made by the vendor/ bidder are also to be signed by the bidder or a person duly authorized to bind the bidder to the contract. (To be filed separately in a separate file.)

9.7. TBO not submitted in proper order with index denoting documents submitted will be summarily rejected.

**10. PRICE BID OFFER (PBO)**

10.1. The PBO shall be submitted as per the proforma given in Annexure-VI, on firm's printed letterhead duly signed with Name and designation of the authorized signatory with seal of the company on all pages. The TBO shall be typed or written in indelible ink.

10.2. PBO must be completely filled up. Corrections or alterations should be avoided, if unavoidable, corrections/alterations should be authenticated by authorized signatory.

10.3. All amounts should be mentioned in Indian Rupees only and should be exclusive of GST/taxes. The PBO should contain all relevant rates and charges (Including Service/ visit charge/ /Installation charge / Transport charges/ Labour charges/ Freight charges/ delivery charges/ shifting and reinstallation Charges etc).

10.4. No claims except those mentioned in the PBO/rate contract before issue of work order shall be entertained. If any charges are not mentioned, the same shall be provided without any extra cost to the bank.

**11. NO ERASURES OR ALTERATIONS AFTER SUBMISSION OF BIDS**

No submissions for erasures or alteration will be entertained. However, if a bidder submits two bids the lowest quoted bid accompanied by document fee and EMD will be considered and the EMD of both bids will be released after finalization of Rate contract.

**12. 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 tender 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 banks usage.

**13. PRELIMINARY EXAMINATION**

13.1. The 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.

13.2. Arithmetical errors observed during evaluation of Price Bids submitted by bidders, 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 the vender/supplier does not accept the correction of the errors, its bid will be rejected. If there is discrepancy between words and figures, the amount in the words will prevail.

13.3. The bid determined as not substantially responsive will be rejected by the Bank and may not be made responsive by the bidder by correction of the non-conformity.

13.4. The Bank 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.

13.5. The Bank reserves the right to reject an offer under any of the following circumstances:

- 13.5.1. Cost of RFP is not submitted except where exemption is claimed.
- 13.5.2. Bid security (EMD) is not submitted except where exemption is claimed.
- 13.5.3. Incomplete Offer and/or all documentary proof not attached.
- 13.5.4. Offer is not in conformity with the terms and conditions stipulated in RFP.
- 13.5.5. Specifications stipulated in RFP are not met with. However, deviations resulting in higher/superior specifications will be accepted.
- 13.5.6. Commercial/Price Bid format differs from the format given in RFP; however additions will be accepted as mentioned in the note in relevant annexure.
- 13.5.7. Bid violates any terms and conditions in the RFP document.
- 13.5.8. The information provided in the offer is found to be false or factually incorrect.

#### 14. **TENDER BID EVALUATION PROCESS**

Tender bid evaluation process for empanelment & rate contract will be carried in following stages:

##### 14.1. **Stage-I**

14.1.1. Opening of Technical Bids on identified date & time. The bidders/their authorized representatives (carrying authority letter) may be present at the time of opening of the TBOs. No separate intimation will be given in this regard.

14.1.2. Technical bids not accompanied with Demand draft/ cash receipt for cost of RFP and Demand Draft for EMD shall be summarily rejected except for vendors claiming exemption on Cost of RFP & EMD who are registered with National Small Industries Corporation (NSIC)/ similar government agencies provided proof document for registration are submitted.

14.1.3. The bidders claiming exemption under NSIC registration/ other registration shall be verified with NSIC/ other government agencies based on the proof documents and if found ineligible for such exemption, the bid of such vendors shall be summarily rejected.

14.1.4. Evaluation of bids for compliance of the stipulated minimum eligibility criteria based on relevant proof documents, bidder's profile, work experience and other terms & conditions.

14.1.5. Short-listing bidders qualifying the above evaluation.

##### 14.2. **Stage-II**

14.2.1. Bidders qualifying Stage-I shall be evaluated against stipulated minimum eligibility criteria purely based on proof of documents submitted. Documents submitted along with the Tender shall be considered as the final & conclusive proof.

14.2.2. A comparative chart capturing information on compliance of minimum eligibility criterion shall be prepared and evaluated as per submitted proof of documents.

14.2.3. Offers not complying or adhering with any of the minimum eligibility criterion or without relevant proof of documents shall not qualify this stage.

14.3. **Stage III**

14.3.1. 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.

14.3.2. Feedback from reference sites as indicated in the tender document by the bidders shall be obtained in writing and evaluated.

14.3.3. A comparative chart shall be prepared to capture the details of verification carried out during site visit & feed back obtained from reference site.

14.3.4. Bidders with unsatisfactory feedback from reference sites or documents/facts not found in order on verification as per stipulated criterias applicable shall not qualify this stage.

14.3.5. Bidder(s) should not have any objection to bank inspecting their manufacturing / R&D /other infrastructure or any office to verify documentary/other claims as per application process. Bank may also hold inquiries from past/existing clients of the applicant.

14.4. **Stage IV**

14.4.1. A product demonstration shall be seen by the evaluation committee to check their specifications, standards and quality. The products of bidders not conforming to required standards and specifications will not qualify. Product demonstration clause is further explained in detail in para 14 of this document.

14.4.2. Bidders qualifying this stage shall be eligible for empanelment on approval by the competent authority for a period of three years.

14.5. **Stage V**

14.5.1. Price bids of only empanelled bidders shall be opened in presence of the empanelled bidders or their authorised representatives as per date, time and place decided by the bank. Bidders shall be informed through email to local office for participation in bidding process.

14.5.2. Price bids of bidders shall be evaluated and L1 price bid(s) shall be decided from the qualifying price bids.

14.5.3. A written offer shall be given to L2 and/ or L3 bidder(s) to match L1 price and a written confirmation for matching L1 price shall be obtained.

14.5.4. Bank reserves the right to distribute the work among the shortlisted bidders keeping in view their relative strengths and operational convenience. Therefore, the lowest tendering firm shall not have sole claim over the complete order.

14.5.5. In case Bank decides for distribution of the work, the L2 and/or L3 bidder(s), shall given offer to match the L1 rates. If L2 and/or L3 bidder(s) agree to match the L1 rates, the original L1 bidder will get 60% of the work and the remaining 40% work will be distributed equally among the L2 and/or L3 bidder. Bidder(s) with L4 rate and beyond shall not be considered for any contract arising out of this tender process.

14.5.6. In case there is more than one L1 bidder, then the work shall be split equally among them and in such case no option shall be offered to L2 or L3 bidders to match the L1 rates.

14.5.7. Price bid comparison and for determining L1 bidder(s) following formula will be applied after verifying price bids of each bidder for its completeness and reasonability:-

Final Price for determination of L1 = Final Price for determination of L1 = (Total of Column (a) at Sl. 10 of Part-A of Price Bid format X 3) + (Total of Column (b) at Sl. 10 of Part-A of Price Bid format) + (Total of Column (c) at Sl. 10 of Part-A of Price Bid format) + (Total cost of accessories as per Sl. 25 of Part-B of Price Bid format).

14.5.8. Non-qualifying bidders shall be intimated with reason(s) for non-qualification.

## 15. PRODUCT DEMONSTRATION

15.1. Firms/Vendor/suppliers shall be required to give full demonstration of the systems/ products offered by him at their own cost at Regional Office, Amravati, or any other convenient site suitable to the bank.

15.2. The product demonstrated should be the same (in terms of Brand/ Make/ Manufacturer/ Technical Specifications as quoted in the Techno-commercial bid) for which bid has been submitted. The firm/Vendor/supplier, if awarded contract, is bound to supply System of specific Brand/ Make/ Manufacturer only which is demonstrated during the entire period of contract.

15.3. After the demonstration if the procurement committee requests for another demonstration in another/same premises to ensure the quality of the product, the firm/vendor/supplier shall provide the same without any additional charges.

## 16. VALIDITY OF EMPANELMENT AND RATE CONTRACT

16.1. The empanelment of vendors/suppliers shall be valid for three years from the date of empanelment. In special cases, the empanelment period can be extended beyond three years for a specified period not exceeding one year for circumstances unforeseen.



16.2. Empanelment will be valid provided all points of eligibility criteria mentioned in the RFP are fulfilled during the entire empanelment period.

16.3. The Rate contract for supply, installation and AMC will be for the period of one year. The rates fixed at the time of contract will be non negotiable and no revision will be permitted. However after satisfactorily completion of the contract if both parties are willing to continue the contract at the existing rates, terms and conditions, the rate contract may be renewed for another year. However renewal of contract period will not exceed the maximum of three years from the date of original contract.

16.4. If the service provided by vendor/supplier is found to be unsatisfactory or if at any point of time during the empanelment/contract period, it is found that the information provided by vendors/suppliers is false or factually incorrect, the Bank reserves the right to remove vendors/suppliers from the empanelment /contract without giving any notice. Bank's decision in this regard will be final and binding on the vendors/suppliers.

#### 17. **PRICE FREEZING**

The prices finalized shall remain valid for a period of 36 months from the date of finalization of bids. However, AMC rates will be valid for 3 years from the date of award of equipment.

#### 18. **TERMS OF IMPLEMENTATION**

18.1. Cost of all components should be pre-approved at the time of Rate contract. To avoid this firms are advised to quote for all components which may be needed in installation/repair of the equipments. If the rate of any component is not quoted, the firm has to do it within the non-comprehensive AMC cost.

18.2. The vendor/supplier shall deliver and install the fire extinguishers within 15 days from the date of receipt of Purchase order at the Branches/ ATMs/ Offices as per details of delivery locations to be provided with PO.

18.3. The total duration for supply, installation and commissioning of new system at branches/ offices/ ATMs should not exceed 15 days under any circumstances except Force Majeure or else the terms of Liquidated Damages (LD)/ Penalty will be applicable.

18.4. The vendor/supplier shall provide service support as and when required during the warranty period and thereafter, if required by the Bank.

18.5. The total duration for completion of hydraulic pressure testing and refilling of fire extinguishers at branches/offices/ATMs should not exceed 30 days from issue of work order under any circumstances except Force Majeure or else the terms of Penalty/ Liquidated Damages (LD) will be applicable.

18.6. On installation/ half-yearly servicing/ Hydraulic Pressure Testing (HPT) and refilling of fire extinguishers, vendor/representative will explain the operation of fire extinguishers and clear doubts of employees of the bank.

#### 19. **MINIMUM MAINTENANCE STANDARD REQUIRED**

19.1. The vendor/supplier/supplier should ensure that any fire extinguisher(s) reported faulty on any working day is set right within 72 hours of reporting the complaint and in no case, later than three working days of the bank.

19.2. Hydraulic Pressure Testing (HPT) and Refilling of fire extinguishers installed in branches/offices/ATMs needs to be undertaken once in three years. The vendor should have tie up arrangement/own facilities to undertake HPT of all types of portable fire extinguishers. The HPT/refilling will be carried out at Government approved sites only for which proper HPT certificate is to be submitted by the vendor. The certificate should clearly mention the date of test, branch name, type & Capacity of fire extinguisher tested, Sl. No. of fire extinguisher tested, Material State of fire extinguisher, Pressure (in kg/cm<sup>2</sup>) at which test carried out and HPT test report (Pass/Fail). In absence of proper HPT certificate, it will be considered that vendor has not done HPT of the cylinder and no payment will be released for the same. The branches need to be provided stand-by fire extinguishers prior to their removal from branch premises for hydraulic pressure testing.

19.3. All complaints /service requests by branches/ offices reported/ conveyed through telephone/ Email/ Whats App message to the vendor/supplier shall be registered at complaint cell and shall be acted upon within the stipulated time.

## 20. ANNUAL MAINTENANCE CONTRACT (AMC)

20.1. On-site Annual Maintenance charges, for the post warranty period, must be quoted on a yearly basis, in the Commercial Offer. The vendor/supplier will have to service/ maintain fire extinguishers installed in branches/offices/ATMs at half-yearly intervals as part of preventive maintenance AMC visits. The half-yearly preventive maintenance AMC visits need to be undertaken during warranty period also. **No AMC charges will be paid during warranty period.**

20.2. Cost of all spares and labour charges shall be borne by the vendor/supplier during warranty period. **No AMC charges will be paid to the vendor/supplier during the warranty period.**

20.3. Charges for on-site maintenance of fire extinguishers 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/ offices/ ATMs on half yearly basis. The two half yearly visits should be evenly spread over the complete year. There should be at least 5 months difference between two successive service visits of the branch/ office/ ATM. 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 over the Annual Maintenance of existing fire extinguishers installed in branches/offices/ATMs irrespective of their make, model, condition and/ or vintage.

20.4. A record of HPT (HPT register) has to be maintained by the vendor, apart from maintenance of records and rejected Extinguishers prescribed in IS 2190:2010 by the firm/factory undertaking the HPT. **General safety precautions for maintenance as per latest IS standards should be adhered to by the vendor.**

20.5. A copy of HPT register maintained by the vendor and the firm undertaking HPT are to be submitted to Regional Security Officer on completion of hydraulic pressure testing of all fire extinguishers installed in branch/ office/ ATM(s).

20.6. All fire extinguishers rejected during hydraulic pressure testing need to be vertically cut into two pieces and handed over to the branch concerned.

20.7. The vendor(s)/service provider(s) will also be liable to depute suitable technician each time to concerned branch/office within 24 hours of branch/office raising complaint to report any defect in fire extinguishers and Bank will not be liable to pay any charges on account of any number of trips made by technicians till such time complaint is fully resolved and demonstration is given to staff post resolution of complaint and a record is obtained on service report containing the branch seal & sign of Branch Head and submitted in triplicate (Original to be given to concerned Branch/ Office, 01 copy to Regional Office and 01 copy to be retained with the vendor(s) for records).

20.8. On completion of all service visits/complaint call visits, a servicing report giving details of defects, rectification activity and current status of the fire extinguishers as per the format prescribed by the Bank, duly countersigned by the branch official with name, designation & mobile number shall be submitted to the respective branch/office and to the Regional Office, Amravati.

20.9. The vendor/supplier is expected to ensure maintenance standards as mentioned this RFP/contract letter/purchase or work order.

20.10. If any of the fire extinguishers are needed to be taken away for carrying out Hydraulic Pressure Testing/ refilling/ other repair work etc, replacement/ substitute shall be provided of equivalent or higher capacity by the vendor, during the currency of warranty period and AMC period without any additional cost to the Bank.

20.11. Cost of all components should be pre-approved at the time of Rate contract. To avoid this firms are advised to quote for all components which may be needed in installation/repair of the equipments. If the rate of any component is not quoted, the firm has to do it within the AMC charges payable to the vendor/ service provider.

20.12. If the vendor/supplier doesn't replace the system as said in sub section above within a complaint period of four week, bank will have the right to replace the faulty equipment with any other empanelled vendor/supplier and make good the book value of the faulty system from the supplier of the faulty equipment by any means.

20.13. AMC Payment will be made by respective branch/ office in two equal installments by respective branch (one installment after every quarterly visit). Payment will be done only after production of quarterly service visit report along with the invoice. If the firm fails to attend quarterly visit it will be treated as a lapse in service by the vendor and AMC charge for that quarter will be forfeited. AMC charges of such lapsed quarters cannot be claimed afterwards.

20.14. During each AMC visit the engineer/technician shall explain the working of the fire extinguishers to the officials of the branch/office which is a mandatory obligation.

20.15. Each branch/office shall be provided with escalation matrix having name, designation, mobile number of the officials of the vendor/supplier for logging complaints/escalation of complaints. A tally denoting name of the vendor/ service provider along with contact details of local technician/ engineers will be affixed on each fire extinguisher during first half yearly service visit and it will also need to be updated in case any change.

20.16. All complaints /service requests by branches/ offices reported/ conveyed through telephone/ Email/ Whats App message to the vendor/supplier shall be registered at complaint cell and shall be acted upon within the stipulated time.

## 21. GENERAL SERVICING/ MAINTENANCE TASKS REQUIRED DURING AMC

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

21.1.1. Open the extinguisher, see the water level and throw away the old water.

21.1.2. 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.

21.1.3. 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.

21.1.4. Examine the nozzle, plunger, strainer, vent holes, internal discharge tube and sealing washer; replace them if not in good condition. Otherwise clean them thoroughly.

21.1.5. Check the operating mechanism for free movement and piercing mechanism to see if these are working properly.

21.1.6. Refill the cylinder with fresh and clean water.

21.1.7. Slightly grease the threads and tighten the cap to the extent possible. Replace the protection caps of nozzle and plunger.

### 21.2. Carbon-Dioxide (CO<sub>2</sub>) Extinguishers Maintenance Tasks to be done adhering to IS 2190: 2010 or latest IS standards.

21.2.1. Weigh the fire 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.

21.2.2. Clean and polish externally.

21.2.3. Examine hose and horn assembly and replace broken/defective hoses. In

case of trolley mounted extinguishers, examine the wheel carriage for free movement. Change the defective ones.

**21.3. Dry Chemical Powder (DCP) and ABC powder Type Extinguisher Maintenance Tasks to be done adhering to IS 2190: 2010 or latest IS standards.**

21.3.1. 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.

21.3.2. See that the sealing disc is intact.

21.3.3. Check the piercing mechanism in the cap and check that the washer in the cap is soft and intact.

21.3.4. 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.

21.3.5. Examine the extinguisher body internally for any damage or corrosion and replace corroded or damaged extinguishers.

21.3.6. Check the trigger nozzle for clogging and clean.

21.3.7. Check rubber hose for cracks. Replace if defective.

21.3.8. Remove the inner shell and clean portholes.

**22. REFILLING SCHEDULE AND PERFORMANCE TEST**

22.1. The following extinguishers should be refilled for performance test in cyclic manner as a matter of routine:

(a) Water CO <sub>2</sub> (Cartridge type)	-	3 Years
(b) Water Type (Stored Pressure)	-	2 Years
(c) Dry Chemical Powder (Cartridge type)	-	3 Years
(d) ABC Powder (Stored Pressure type)	-	3 Years
(e) Carbon Dioxide (CO <sub>2</sub> ) type	-	5 Years

22.2. 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 refilling, if any extinguisher is used either on a real fire or for training purpose, it should be refilled immediately.*

22.3. If no records 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 AMC charges will be paid additionally.

**23. HYDRAULIC PRESSURE TESTING SCHEDULE**

23.1. 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.	Water Type (Stored Pressure)	3	35	2.5
3.	Dry Chemical Powder Type (Gas Cartridge)	3	35	2.5
4.	ABC Powder Type (Stored Pressure)	3	35	2.5
5.	Carbon Dioxide (CO <sub>2</sub> ) Type	5	250	2.5

22.2. If no records 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 AMC charges will be paid additionally.

22.3. Hydraulic Pressure Testing (HPT) and Refilling of fire extinguishers installed in branches/offices/ATMs needs to be undertaken as mentioned in para 19, 22.1 and 23.1 above. The vendor should have tie up arrangement/own facilities to undertake HPT of all types of portable fire extinguishers. The HPT/refilling will be carried out at Government approved sites only for which proper HPT certificate is to be submitted by the vendor. The certificate should clearly mention the date of test, branch name, type & Capacity of fire extinguisher tested, Sl. No. of fire extinguisher tested, Material State of fire extinguisher, Pressure (in kg/cm<sup>2</sup>) at which test carried out, duration for which the test pressure was applied and HPT test report (Pass/Fail). In absence of proper HPT certificate, it will be considered that vendor has not done HPT of the cylinder and no payment will be released for the same. The branches need to be provided stand-by fire extinguishers prior to their removal from branch premises for hydraulic pressure testing.

22.4. Annual maintenance task may be carried out inside the branch/office premises, but as an accident prevention measure, 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.

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

22.6. 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.

**22.7. Note: Hydraulic Pressure Testing (HPT) & Refilling of extinguishers need to be carried out simultaneously, as mentioned above.**

**24. LIFE OF FIRE EXTINGUISHERS**

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

Sl. No.	Type of Extinguisher	<u>Life Time in Years</u>
1.	Water Type- Gas cartridge and Stored Pressure	10
2.	Powder Type - DCP and ABC	10
3.	Carbon Dioxide Type	15
4.	Clean Agent Type	10

**Note:** 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 *life time* given above.

The vendor is expected to ensure same maintenance standards as mentioned in para 19 to para 23 above.

**25. SUBMISSION OF SERVICE/ TECHNICAL REPORT**

25.1. 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.

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.

The vendor will maintain one register in which he will obtain the signature of Branch Manager 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 Security Officer at Regional Office, Nagpur. The payment will be released by the branch only after receipt of the format at Regional Office (To be submitted on the letter head of the vendor).**

Sequential Serial No of Extinguisher (to be numbered by the vendor if no identification no is provided by Manufacturer)	Type of Fire extinguisher	Date of Completion of Life of Fire Extinguisher as per BIS standards	Whether the fire extinguisher is in allotted space.	Date of last HPT, Performance Test and Refill date. (Mandatory in once in three years)	Date of AMC (Mandatory once in six months)	AMC technicians Remarks if any




I certify that maintenance task has been completed adhering to IS ..... standards.

Signature of Technician

Certified that Technician has serviced the fire extinguishers

Signature of Branch Manager with seal

C.C.: AMC register, Vendors file and Regional Security Officer for payment of AMC charges.

**26. ASSIGNMENT OF OBLIGATION**

The contracted vendor/ firm/ supplier/ service provider shall not assign, in whole or in part, its obligations to perform under the contract to any other entity, except with Bank’s prior written consent.

**27. AVAILABILITY OF SPARES**

27.1. The Vendor/supplier/supplier should ensure that the spares for the product and services offered are available for at least six years from the date of installation of equipment. No obsolete equipment should be supplied to the bank.

27.2. A written undertaking in this regards, shall be obtained from the original equipment manufacturer (OEM) of the Fire Extinguishers and submitted along with the TBO.

**28. PATENTS RIGHTS**

28.1. The vendor/ firm/ supplier/ service provider 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.

28.2. The vendor/supplier/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 the same, including all expenses and court and legal fees.

28.3. The Bank will give notice to the vendor/supplier/supplier of any such claim without delay, provide reasonable assistance to the vendor/supplier/supplier in disposing of the claim, and shall at no time admit to any liability for or express any intent to settle the claim.

28.4. The vendor/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/ hardware if any, provided by the supplier, including-all inventions, designs and marks embodied therein in perpetuity.



**29. DELAYS IN THE VENDOR/SUPPLIER'S PERFORMANCE**

Delivery of the goods and performance of the Services shall be made by the vendor/ supplier in accordance with the time schedule specified by the Bank. Any delay in performing the obligation by the vendor/supplier will result in imposition of penalty clause and/ or liquidated damages and/ or termination of rate contract for default.

**30. LIQUIDATED DAMAGES FOR DELAY IN INSTALLATION**

30.1. Notwithstanding the Bank's right to cancel the order, liquidated damages at 1.0% of the total cost of fire extinguishers per case per day will be charged for every day delay in delivery subject to maximum 20% of the total cost in each case.

30.2. 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 vendor/supplier or invoking PBG in part or full.

30.3. Part of day will be treated as a day for this purpose.

30.4. Email/ Whats App message will be considered as valid means to report complaint.

**31. PENALTY FOR LACK OF SERVICE SUPPORT**

31.1. Bank expects proper service support during warranty and post warranty period. The fire extinguishers should be set right within 72 hours of reporting the complaint. In case the system is down for more than three working days and no substitute is provided by the vendor/supplier, a penalty of Rs. 200/- per day may be charged, from the fourth day of complaint to the maximum of Rs. 2000/- per case. Such penalty may be recovered from the amount payable to the vendor/supplier or quarterly AMC charges to be paid by the Bank. If such case reported twice in a year, Bank may terminate the contract and replace the faulty system and make good the proportionate loss from the PBG.

31.2. AMC Payment will be made by the branch after submission of half yearly visit report signed by Branch manager of the bank to Regional office. 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 equipments in that branch. If the vendor purposefully avoids branches due to any reason for the half year visits then Rs. 2,000/- 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 amount from bank guarantee.

**32. LIABILITY**

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

### 33. **WARRANTY**

33.1. All products should have at least three (03) years warranty against manufacturing defects. No AMC charge will be admissible in warranty period. However half-yearly service visit is mandatory during warranty period else AMC charge of that half-year or 2% cost of equipment whichever is higher will be deducted from payment due to the vendor by any means.

33.2. Vendor/supplier shall be fully responsible for the manufacturer's warranty in respect of proper design, quality and workmanship of equipment, accessories etc. covered by the offer. Vendor/supplier must warrant all equipment, accessories, spare parts etc., against any manufacturing defects during the warranty period. During the warranty period vendor/supplier shall maintain the equipment and repair/replace all the defective components at the installed site, at no additional charge to the Bank.

33.3. Warranty should not become void if Bank buys any other supplemental hardware which is not discussed in this document from a third party and installs it with these equipments. However, the warranty will not apply to such hardware items installed. The vendor/supplier is expected to ensure same maintenance standards clause.

### 34. **UNDERTAKING BY VENDOR/SUPPLIER & ORIGINAL EQUIPMENT MANUFACTURER (OEM)**

34.1. The vendor/supplier must give an undertaking that all components used in the system supplied are new and original and not refurbished. This must be submitted along with the Invoices else payment will not be released.

34.2. Additionally, a certificate issued by OEM stating that the equipment including all accessories and components being supplied adhere to the minimum technical specifications of the RFP, shall be submitted to the concerned branches/offices where the system is installed, prior to commencement of installation of new system/ equipment.

### 35. **ORDER CANCELLATION**

35.1. If the contracted vendor/supplier fails to deliver and/or install the equipment within 15 days or the extended date communicated by the Bank, it will be a breach of contract.

35.2. If the vendor fails to undertake half-yearly servicing of fire extinguishers within 15 days or the extended date communicated by the Bank, it will be a breach of contract.

35.3. If the vendor fails to undertake hydraulic pressure testing and refilling of fire extinguishers within 30 days or the extended date communicated by the Bank, it will be a breach of contract.

35.4. The Bank reserves its right to cancel the order in the event of delay in delivery/installation/commissioning of equipment.

35.5. The Bank shall cancel the rate contract issuing one month notice without giving any reason for such cancellation.

**36. FORCE MAJEURE**

36.1. Notwithstanding the above provisions, the vendor/supplier shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

36.2. For purposes of this clause, "Force Majeure" means an event beyond the control of the vendor/supplier and not involving the vendor/supplier'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 vendor/supplier shall promptly notify the Bank in writing of such condition and the cause thereof. Unless otherwise directed by the Bank in writing, the vendor/supplier 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.

**37. TERMINATION FOR DEFAULT**

37.1. The Bank, without prejudice to any other remedy for breach of contract, by written notice of default sent to the vendor/supplier, may terminate this contract in whole or in part, if the vendor/supplier fails to perform any obligation(s) under the contract.

37.2. 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.

**38. TERMINATION FOR INSOLVENCY**

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

**39. QUALITY REVIEW OF THE WORK/PERFORMANCE**

The Bank may undertake independent review of quality of work and supply of equipment by the contracted vendors/ firm/ service provider/ supplier(s). Also, the adherence to terms and conditions of RFP may be reviewed. If the quality of work and equipment (supply/ installation/ maintenance) are found to be inferior to the prescribed specifications mentioned in the RFP or prevailing IS specifications, it will be termed as a breach of Contract. In case of deviation by the firm/s, Bank reserves right to correct the deficiencies/deviations by any means including invoking the Performance Bank Guarantee and the Bank may allot the work to other empanelled vendors/ firm/ service provider/ supplier(s).

#### 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.

40.2. 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 at Regional Office, Amravati.

40.3. 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.

40.4. During the arbitration proceedings the vendor/supplier 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 Nagpur.**

#### 41. **SIGNING OF CONTRACT**

If Bank decides, then the successful L1 bidder(s) shall be required to enter into a contract with Bank 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, Amravati. In the absence of any formal contract, the contract letter duly accepted, work orders thereupon, this RFP document and any other related document will be treated as contract. Bank shall have the option of terminating the contract during the contract period by giving one months’ notice.

#### 42. **PAYMENT TERMS & CONDITIONS**

42.1. No advance payment of any nature, for procurement, supply, installation or AMC charges shall be made by the bank.

42.2. All payments either for purchase or AMC shall be made by respective branches/offices installed with Portable fire Extinguishers, effecting TDS, if applicable.

42.3. Payment for purchase of new equipment shall be released only after completion of satisfactory supply & installation, user training and on submission of required undertakings & certificates along with Tax invoice to the branches/offices.

42.4. Payment for AMC charges after warranty period of two years shall be made by respective branches/offices on quarterly basis on completion of quarterly service visit and on submission of tax invoice accompanied with servicing report for the quarter.

42.5. If the vendor/supplier fails to attend quarterly visit it will be treated as a lapse in service by the vendor/supplier and AMC charges for that quarter will be forfeited. AMC charges of such lapsed quarters cannot be claimed afterwards.

42.6. Tax invoice /bill for AMC charges not accompanied by servicing report or system being out of order due to lack of prompt service to rectify defect, if any, shall not be paid by the bank till the time the defect is rectified. On rectification of defects, such payments shall be released after implementing the penalty clause.

#### 43. CLARIFICATIONS

For further clarifications, if any, you may contact Regional Security Officer, Union Bank of India, Regional Office, Amravati, Union Samridhi Kendra Gandhinagar Tank Furniture-444606

Regional Head

Annexure-I

(Letter of Undertaking on Company Letter head)

To

The Regional Head,  
Union Bank of India,  
Regional Office, Amravati

**SUB: Bid for and Rate Contract for Hydraulic Pressure Testing, Refilling and Maintenance of Portable Fire Extinguishers in branches/offices/ATMs of Amravati Region of Union Bank of India**

Dear Sir/Madam,



1. With reference to your tender notice published in Newspapers on.....and the RFP published in your website with effect from ....., having examined and understood the instructions, terms and conditions forming part of the RFP, we hereby enclose our offer for the Annual Rate Contract for supply, installation & for and Rate Contract for Hydraulic Pressure Testing, Refilling and Maintenance of Portable Fire Extinguishers in branches/offices/ATMs of Amravati Region of Union Bank of India as mentioned in your above referred RFP.

2. We undertake and confirm the following;

- a) I / We have read the instructions appended to the proforma 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.
- b) I / We agree that the decision of Union Bank of India in selection of Vendors will be final and binding to me / us.
- c) I / 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).
- d) Our firm has not been disqualified or blacklisted by any Public or Private Sector Bank/Public sector undertaking in relation to the services mentioned in RFP.
- e) The offer shall remain valid for 90 days from the last date for submission of the offer.
- f) 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.
- g) Also, we undertake to abide by all governing laws, rules and regulations in relation to the services mentioned in the RFP. No monetary claims will be made on the Bank except those mentioned in the Price Bid and as agreed while signing contract or accepting work order.
- h) We have read the clause regarding restrictions on procurement from a bidder from a country or countries which share land borders with India; We certify that We, M/s \_\_\_\_\_ (Name of the bidder) are not from such a country / from such a country and have been registered with competent authority (strike out whichever is not applicable). We hereby certify that we bidder fulfill all requirements in this regard and are eligible to be considered.

Note:-

- i. Where applicable valid registration certificate should be attached.
- ii. The registration mentioned should be valid at the time of submission of bids and during entire empanelment/contract period.
- iii. If at any time during contract period, the validity of registration is found invalid, bank will take all actions as per law and government guidelines.

3. We understand that the Bank is not bound to accept the offer either in part or in full and that the Bank has the right to reject the offer in full or in part without assigning any reason whatsoever.

4. The details of Demand Drafts submitted towards cost of RFP document & Earnest Money Deposit are as follows:

Details	Tender Document fees	Earnest Money Deposit
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DD No.		
Date		
Name of the issuing Bank		
Name of the Branch		
Amount		

Yours faithfully,

Authorized Signatory  
(Name & Designation, seal of the firm)

**Annexure-II**

**PROFILE OF VENDOR / SUPPLIER**

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(s) 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. :

(Enclose self attested copies)

- b) Registration with Tax Authorities in **Maharashtra** :

- I. TIN/ VAT No.  
 II. Service Tax No.  
 III. GST NO  
 IV. Any other

(Enclose self attested copies)

- c) Address, Cell./Tel. Nos. of Offices/Branches in **Maharashtra**, and Nos. of Employees, Name, Qualification, Designation, posted at each locations:

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 Latest 3 years (Enclose self attested copies) : Enclosed / Not enclosed
6. **Empanelled** with Govt./Public Sector Undertakings/Banks (attach self certified copies of empanelment letter/work order)

Name of the Organization	Year since empanelled	Whether AMC/Supply





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 5 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 5 years :

Type of work	Name of Client	Nature of work (in brief)	Location	Value Rs.	Duration of work with dt. Commence, Completion	If work left incomplete or terminated, give reasons

Self attested copies of Work Orders/Client Certificate, TDS certificate, satisfactory Completion Certificate from Clients are to be attached.

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

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

13. LIST OF NAME/S OF PROPRIETOR / PARTNERS & EMPLOYEES responsible for Western Maharashtra:

Name	Qualification	Experience	Particulars of work done	Employed in your Firm since	Value of work done



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14. Whether the firm is ISO certified:

15. Any other relevant information:

**NOTE:**

- **Tender 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.

Authorized Signatory  
(Name & Designation, seal of the firm)

**REFERENCE SITE DETAILS**

(1) Name of the Public/Private Sector Bank	
Address of the bank's Central/Zonal/Regional Office	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Cell No.: E-mail id:
Details of Fire Extinguishers supplied in last 3 years (Ref. No., date of order and quantity)	
(2) Name of the Public/Private Sector Bank	
Address of the bank's Central/Zonal/Regional Office	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation: Landline No.: Cell No.: E-mail id:
Details of Fire Extinguishers supplied in last 3 years (Ref. No., date of order and quantity)	
(3) Name of the Public/Private Sector Bank	
Address of the bank's Central/Zonal/Regional Office	
Name, designation of contact person with telephone No. and e-mail id	Name: Designation:

	Landline No.: Cell No.: E-mail id:
Details of Fire Extinguishers supplied in last 3 years (Ref. No., date of order and quantity)	

**Note:-**

1. Please mention all asked data as mentioned above including contact details. Email id should be from bank's domain only. Emails from gmail, rediffmail and other similar domains will not be accepted.
2. Confidential feedback from the clients will be undertaken from mentioned email id only.
3. Reference site details should be given in above format for which additional sheet may be used. In case positive feedback from at least two reference sites is not received within 30 days of our communication, the feedback will be considered unsatisfactory.
4. If poor or unsatisfactory feedback is received for any vendor from reference site details or from any other sources, the bid shall not be considered for empanelment/ contract. No complaint in this regard will be entertained under any circumstances.

Authorized Signatory  
(Name & Designation, seal of the firm)

Annexure-IV

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

**COMPLAINT ON TECHNICAL SPECIFICATION OF FIRE EXTINGUISHERS**

1. It is to certify that the Fire Extinguishers/ services offered by us conforms to the technical specifications stipulated by you with the following deviations (if any):

List of deviations with reasons.

(Deviations will be accepted only if the offered specification is higher than requirement)

- a) \_\_\_\_\_  
b) \_\_\_\_\_  
c) \_\_\_\_\_  
d) \_\_\_\_\_

(If left blank it will be construed that there is no deviation from the specifications given above)

2. Further, it is to inform that, new Fire Extinguishers, its component & accessories shall be of the Brand/Make/Model as enumerated in the table below:

Sr. No.	Description	Make	Model No.
1.	9 litre Water CO <sub>2</sub> stored pressure squeeze grip type fire extinguisher.		
2.	2 kg Carbon dioxide (CO <sub>2</sub> ) fire extinguisher.		
3.	3 kg ABC powder stored pressure squeeze grip type fire extinguisher.		

Authorized Signatory  
(Name & Designation, seal of the firm)

**DECLARATION FOR COMPLIANCE**

**Acceptance of all terms and conditions including scope of work**

I/ 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).

I/ We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. (Please mention, if the bidder is registered with the competent authority as per para 4.1 of the RFP).

Signature

Seal of company

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

**COMMERCIAL/ PRICE BID OFFER**

Commercial/ Price Bid comprises of Part-A and Part-B. Entire Commercial/ Price Bid Offer consisting of Part-A and Part-B shall be submitted in one separate sealed envelope.

**PART - A**

**Cost of Servicing /Refilling/Hydraulic Pressure Testing**

Sr. No.	<u>Item/Description</u>	<u># Yearly AMC Charges per unit (Rs.)*</u>	<u>Hydraulic Pressure Testing per unit (Rs.)*</u>	<u>Refilling per unit (Rs.)*</u>
As per Maintenance standards mentioned in this document				
		(a)	(b)	(c)
1.	Water CO <sub>2</sub> 9 Ltr. Fire Ext			
2.	4/5 kg Dry Chemical Powder (DCP) Fire Ext			
3.	3 kg ABC type Fire Ext.			
4.	4 kg ABC type Fire Ext.			
5.	5 kg ABC type Fire Ext.			
6.	2.0 kg Carbon Dioxide (CO <sub>2</sub> ) Fire Ext.			
7.	3.0/3.2 kg Carbon Dioxide (CO <sub>2</sub> ) Fire Ext.			
8.	4.5 kg Carbon Dioxide (CO <sub>2</sub> ) Fire Ext.			
9.	5 kg ABC type Ceiling mounted/Modular Fire Ext.			
10	<b>TOTAL UNIT COST (Sum of Sl. 1 to 9 above)</b>			

# Yearly AMC Charges per unit comprise two half yearly maintenance cycles i.e. two service visits per year (having min gap of five months between two service visits) from the date of commencement of contract or placing of work order whichever is later.

***\*GST as admissible as per Government guidelines will be paid extra.***

**PART-B**  
**Cost of Fire Extinguishers/ Accessories/ Spares**

<u>Sr. No.</u>	<u>Description of Item</u>	<u>Brand and technical specification</u>	<u>Rate in INR (Rs.)* Excluding GST</u>
1.	Cost of supply and installation of 9 litre Water CO <sub>2</sub> stored pressure squeeze grip type fire extinguishers fitted with chromium coated gun metal cap with metallic safety clip, wall bracket, one refill of plastic coated CO <sub>2</sub> gas cartridge confirming to latest IS specifications with ISI mark, body coated with lead tin alloy, with initial refilling at site.		
2.	Cost of Supply and installation of 2 kg Carbon dioxide (CO <sub>2</sub> ) fire extinguisher made of manganese seamless tube high pressure steel cylinder, internal discharge tube with 1 meter discharge hose and horn fitted with wheel type valve conforming to latest IS specifications with ISI mark, with suspension wall bracket with ISI mark complete with initial charge. (The CO <sub>2</sub> cylinder should have certificate from CCE and the serial no should be embossed on the cylinder).		
3.	Cost of Supply and installation of 3 kg ABC powder stored pressure squeeze grip type fire extinguisher inside cartridge type complete with gunmetal operational assembly cap with metallic safety clip, CO <sub>2</sub> gas cartridge, high pressure braided discharge hose with plain nozzle, initial charge (Powder) as per latest IS specifications with ISI mark.		
4.	Enamel painting with 2 coats primer		
5.	Washer for DCP / Water CO <sub>2</sub>		
6.	Mild steel Floor stand for DCP / Water CO <sub>2</sub> / CO <sub>2</sub>		
7.	Mild steel Wall fixing bracket for DCP / Water CO <sub>2</sub> / CO <sub>2</sub> capable to withstand 2.5 times the weight of Fire Extinguishers. (The rates quoted to include fitting/ placement of hook/bracket charges on wall).		
8.	Discharge hose with nozzle for DCP		
9.	Safety Clip for DCP /Water CO <sub>2</sub> / CO <sub>2</sub>		
10.	Inner container for DCP		
11.	Discharge hose with nozzle for Water CO <sub>2</sub>		
12.	Union cap assembly 2 ½ “ dia made of GM for DCP		
13.	Union cap assembly 2” dia made of GM for Water CO <sub>2</sub> 9 Ltrs		
14.	Discharge horn with adapter for CO <sub>2</sub>		
15.	1’ valve or ¾” valve for CO <sub>2</sub>		
16.	CO <sub>2</sub> cartridge for Water CO <sub>2</sub> type Fire extinguishers		
17.	CO <sub>2</sub> cartridge for ABC type Fire extinguishers		
18.	CO <sub>2</sub> cartridge for DCP type Fire extinguishers		
19.	Valve for Modular		
20.	Discharge valve for water CO <sub>2</sub> /DCP store pressure		
21.	Pressure gauge for water CO <sub>2</sub> /DCP store pressure		



22.	Florescent sticker		
23.	Any other component/ accessories / charges		
a.			
b.			
c.			
d.			
24.	<b>Buy Bank rates (Irrespective of any make, model and/ or vintage)</b>		
a.	Buy Back for 9 Ltr Water type extinguisher		
b.	Buy back for 2/3.2/4.5 Kg CO <sub>2</sub> type extinguisher		
c.	Buy back for 5/6 Kg DCP type extinguisher		
d.	Buy back for 4/5/6 Kg ABC type extinguisher		
e.	Buy back for 5 Kg Modular type extinguisher		
25.	<b>Total {[Sum of Sl. 1 to 28] - [Sum of Sl. 29 (a) to (e)]}</b>		

*\*GST as per Government guidelines will be paid extra.*

Final Price for determination of L1 = (Total of Column (a) at Sl. 10 of Part-A X 3) + (Total of Column (b) at Sl. 10 of Part-A) + (Total of Column (c) at Sl. 10 of Part-A) + (Total cost of accessories as per Sl. 25 of Part-B)

**Note:-**

- a) 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 Government guidelines will be paid extra.**
- b) In case of any discrepancy, unit prices quoted in words will be considered for computation of TCO.
- c) 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-empanelled and the Bank guarantee submitted by the firm shall be forfeited.
- d) **If rate of any spare parts is not quoted in the price bid format and if vendor feels it is a mandatory spare then rate of such mandatory spare may be quoted separately.** Later on if it is observed that rates for certain accessory is not given, the individual firm will be responsible and the spare should be supplied without any extra charges to the bank.
- e) Additional paper may be used for listing accessories and their prices, if needed.

Authorized Signatory  
 (Name & Designation, Seal of the firm)

Date:

**FORMAT OF PERFORMANCE BANK GUARANTEE**  
**(Covering Delivery obligations)**

**Note:**

1. This guarantee should be furnished by a Nationalised Bank / Scheduled bank, other than Union Bank of India, as per the following format.
2. This bank guarantee should be 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.

Guarantee No.: \_\_\_\_\_

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

To

The Regional Head

Regional Office Amravati,  
Union Samridhi Kendra  
Gandhinagar Tank Furniture-444606

Dear Sir,

In consideration of Union Bank of India, Regional Office, ..... placing an order for implementation of & on ..... having its registered Office at ..... (Hereinafter referred to as the 'Firm') as per the work order no. .... dated ..... (hereinafter referred to as the said contract), We ..... (Name of the Guarantor bank), a 'scheduled bank', issuing this guarantee through its branch at ..... presently located at ..... (hereinafter referred to as the 'bank'), do hereby irrevocably and unconditionally guarantee the due performance of the firm as to the Supply, Installation, Non-Comprehensive AMC of ..... .

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 ..... (Name of the Guarantor Bank), do hereby unconditionally and irrevocably agree to p[ay 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 breach by the said vendor of any of the terms and conditions of the 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 he 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 under this guarantee. 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 validity period.

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 forbear 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 any variation 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 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 of 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 effected by any change in the event 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 \_\_\_\_\_ (Date).

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 \_\_\_\_\_ (Date) 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:

Dated this ..... Day of \_\_\_\_\_ (month, year) at .....(Place).

Witness:

1. .... (Signature with Name, Designation & Address)

2. .... (Signature with Name, Designation & Address)