TENDER ID: LHO/BHO/P&E/2024-25/61 DATE: 18.01.2025

State Bank of India,
Premises & Estate Department, Local Head Office,
Bhopal, Opposite Maida Mill, Narmadapuram Road, Bhopal– 462011

### TENDER DOCUMENT

# SUPPLY, INSTALLATION, TESTING AND MAINTENANCE OF FIRE EXTINGUISHERS OF BANK BRANCHES/PREMISES LOCATED UNDER BHOPAL CIRCLE

Date of Issue of Tender : 18.01.2025

End Date & Time of Submission : 07.02.2025 upto 03:00 PM

Note: Only Bank's empaneled vendors for Supply, Installation, Testing and Maintenance of Fire Extinguishers of Bank Branches/Premises Located under Bhopal Circle are eligible to participate in the tender.

# NOTICE INVITING TENDER

AGM (PREMISES & ESTATE) on behalf of State Bank of India invites online Tenders from Bank's empaneled vendors for Supply, Installation, Testing and Maintenance of Fire Extinguishers of Bank Branches/Premises Located under Bhopal Circle from 18.01.2025 to 07.02.2025. Details of tenders are as under:

1.	Name of Work	:	Supply, Installation, Testing and Maintenance of Fire Extinguishers of Bank Branches/Premises Located under Bhopal Circle.			
2.	Time allowed for completion	:	Not Applicable			
3.	Earnest Money Deposit	:	Rs 1,00,000/- (Rupees one lakh Only), in the form of Demand draft/ Banker Cheque of schedule Bank drawn in favour of State Bank of India, LHO, Bhopal to be submitted at AGM (P&E), SBI, LHO, Bhopal latest by 07.02.2025 up to 03:00 PM. <b>EMD exempted, in case of submission of MSE Govt. of India letter.</b>			
4.	Security Deposit		EMD of successful bidder will be retained as security deposit for entire period of work.  Successful MSE exempted bidders need to submit fresh security deposit of Rs. 1,00,000/- before signing the agreement.			
5.	Last date and time of receipt of Tenders	:	07.02.2025 up to 3:00 PM.			
6.	Address at which the Tenders are to be submitted	:	Technical Bid: All the pages of technical bid to be signed and stamped and to be submitted in hard copy at the office of AGM (P&E), SBI, LHO, Bhopal latest by 07.02.2025 up to 03:00 PM.			
			First nine pages with sign and stamped to be submitted online. Price Bid: Price Bid to be uploaded online https://etender.sbi/ Vendor must have digital signature.			
7.	Date and time of opening of Tenders	:	07.02.2025 at 03:30 PM.			
8.	Place of opening Tenders	•	Premises & Estate Department, Local Head Office, Bhopal, Opposite Maida Mill, Narmadapuram Road, Bhopal– 462011			
9.	Validity of Offer	:	90 days from the date of opening the Tenders.			

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TE	<b>BANK</b>	OF	INDIA.	PREI	MISES	8 8	<b>EST</b>	ATE	: 0

10.	Liquidated Damages	:	Beyond 15 days of getting the work order shall attract Rs.100/- per day to a maximum of 5% of the total value of the work order shall be imposed for the delay period. This will cater for penalty for the delay in services of refilling & maintenance/installation period of the equipment at the branches/offices.
11.	Service Provider		Service provider: M/s e-Procurement Technologies Ltd. (Procure Tiger) A- 201, Wall Street - II, Opp. Orient Club, Nr. Gujarat College, Ahmedabad - 380 006. Gujarat State, India Contact Persons:  1. Fahad Khan, 6352631766 fahad@eptl.in 2. Shaikh Nasruddin, 6352632098 shaikh@eptl.in 3. Jay Vyas, 9265562819 jay.v@eptl.in 4. Mubassera Mansuri, 7859800621 mubassera@eptl.in 5. Hiral Purohit, 6352631968 hiral.purohit@eptl.in

### 1. Technical Bid

First Envelope marked cover-1 shall submitted to AGM (P&E), SBI, Local Head office, Bhopal latest by 07.02.2025 up to 03:00 PM super scribed as "Tender for Supply, Installation, Testing and Maintenance of Fire Extinguishers of Bank Branches/Premises Located under Bhopal Circle. -Technical Bid", should be accompanied by following: -

- 1. An application to Assistant General Manager (P&E) as per Annexure 'A'.
- <u>a)</u> Terms and conditions (Annexure 'B'), in original, duly signed, with seal (on all pages) by the individual/ authorized signatory.
- <u>b)</u> Earnest Money Deposit (EMD) of Rs 1,00,000/- (Rupees one lakh Only), in the form of Demand draft/ Banker Cheque of schedule Bank drawn in favour of State Bank of India, LHO, Bhopal. In case, the L1 bidder backs out and refuses to work, their EMD of shall be forfeited and will not be allowed to participate in future tenders and also a fresh tender will be invited.

- **c)** EMD shall be returned to unsuccessful bidders, without interest, after finalization of the process. EMD will be retained in case of the successful bidder as part of the Security Deposit.
- <u>d)</u> Tender, which is not accompanied by EMD in the form of Demand draft/ Banker Cheque, will not be considered. Under no circumstances EMD will be accepted in the form of fixed deposit receipt or insurance guarantee or cheque or cash.
- **e)** After scrutiny of technical bids only qualified vendors will be allowed to participate in online price bids.

### 2. PRICE BID

Price Bid will be opened ONLINE of those qualified tenderers.

### **OPENING OF TENDER:**

- 1) ONLINE
- 2) Envelope No. 1 (Technical Bid) containing the EMD, covering letter, terms and conditions will be opened first and if the EMD is not found as prescribed, the tender shall be rejected.
- 3) After opening of cover 1(Technical Bid) and after evaluating the clarifications / conditions, if any, stipulated by the tenderer, i.e. if the tenderer is qualified, price Bid will be opened ONLINE of those qualified tenderers.

In case the date of opening of tenders is declared as a holiday, the tenders will be opened on the next working day at the same time.

State Bank of India has the right to accept/ reject any or all tenders without assigning any reasons. The Bank does not bind itself to accept the lowest tender and reserves its right to split or reject any or all offers without assigning any reason, whatsoever.

Asstt. General Manager (P&E) SBI, LHO Bhopal

Signature of the Tenderer

Annexure - 'A'

# **Application Form**

Annexure - 'B'

### **Terms & Conditions**

All the bidders should adhere to the general terms & conditions mentioned in "Tender Ref. No. LHO/BHO/P&E/2024-25/38 dated 16.07.2024, EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF AGENCIES / FIRMS / COMPANIES FOR SUPPLY, INSTALLATION, TESTING, MAINTENANCE OF FIRE EXTINGUISHERS OF BANK BRANCHES/PREMISES LOCATED UNDER BHOPAL CIRCLE"

# 1. Bid Security (Earnest Money Deposit)

1.1. Bidders are required to give an earnest money deposit of an amount Rs 1,00,000/- (Rupees one lakh Only) at the time of submission of the technical bid. The EMD should be submitted in the form of Banker's Cheque or Demand Draft drawn in favour of State Bank of India, LHO, Bhopal to be submitted at AGM (P&E), SBI, LHO, Bhopal and payable at Bhopal. Offers not accompanied with EMD will not be accepted. This shall carry no interest and shall be retained by the bank. EMDs of unsuccessful bidders will be returned after finalization of Tender process and award of work. EMD submitted by successful bidder shall be converted / adjusted as Security Deposit. In case of withdrawal by successful bidders after their selection, or successful bidder does not sign the agreement or successful bidder fail to start work on stipulated time, will be liable for forfeiture of EMD.

Successful MSE exempted bidders need to submit fresh security deposit of Rs. 1,00,000/- before signing the agreement.

1.2. Non-submission of Earnest Money Deposit will lead to outright rejection of the Offer. The EMD of unsuccessful bidders will be returned to them on completion of the procurement process. The EMD (Earnest Money Deposit) of successful bidder(s) will be returned on submission of Performance Bank Guarantee / security deposit.

The amount of Earnest money deposit would be forfeited in the following scenarios:

- a. In case the bidder withdraws the bid prior to validity period of the bid for any reason whatsoever.
- b. In case of the successful bidder, if the bidder fails or refuses to accept and sign the contract as specified in this document within 1 month of issue of contract order/letter of intent for any reason whatsoever; or

	Fails to	provide	the	performance	guarantee	within	30	days	from	the	work	order
date,	for any re	eason wh	natsc	oever.								

	To comply with a	any other	condition	precedent	to signing	the	contract	specified	in
the ter	nder documents.								

# 1.3. Exemption for EMD amount:

Exemption from submission of EMD shall be given to bidders, who are Micro and Small Enterprises (MSEs). The bidders who are MSEs have to submit necessary document issued by NSIC to avail the exemption. To qualify for EMD exemption, firms should necessarily enclose a valid copy of registration certificate issued by NSIC which are valid on last date of submission of the tender documents.

### 2. PERFORMANCE GUARANTEE

- 2.1. The successful Bidder shall provide a Performance Guarantee before signing of the contract in given format of Rs. 1,00,000/- for the entire period of the contract plus 6 months and such other extended period as the Bank may decide for due performance of the project obligations. The guarantee should be of that of a nationalized Bank or schedule Commercial bank only, other than State Bank of India.
- 2.2. In the event of non-performance of obligation or failure to meet terms of this Tender or subsequent agreement the Bank shall be entitled to invoke the performance guarantee without notice or right of demur to the Bidder.
- 2.3. The Bank reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected Bidder, including the pending bills and/or invoking Performance Guarantee, if any, under this contract.
- 2.4. If the Performance guarantee is not submitted within the stipulated time, the Bank reserves the right to cancel the order / contract and the earnest money deposit taken from the Bidder, will be forfeited.

### 3. SUB - CONTRACTING:

The selected service provider/ vender shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required under this project. In case any particular specialized service in the prescribed in the scope of work requires subcontracting, it need to be specified in the proposal/ response document with all the details of the work/ services. Please note that no work/services shall be subcontracted without the prior permission from the Bank in writing.

# **Service Support Office:**

i. The applicant should be prepared to open the additional support offices at new centers within the area of jurisdiction of Administrative Offices (BHOPAL, INDORE, GWALIOR, JABALPUR, RAIPUR, BILASPUR). Complete address, contacts and Documentary evidence for the same needs to be provided, on the discretion of the Bank. The contact details, especially the telephone numbers, or service focal point/s should remain unchanged during the currency of vendor's relation with SBI BHOPAL CIRCLE. In case, these are changed, the vendor would inform the Bank 15 days in advance.

# <u>List of districts under the control of Administrative Offices (AO):</u>

- 1. AO BHOPAL- Betul, Bhopal, Chhindwara, Dewas, Harda, Hoshangabad, Raisen, Sehore, Shajapur, Vidisha.
- 2. AO INDORE- Agar, Alirajpur, Barwani, Burhanpur, Dhar, East Nimar, Indore, Jhabua, Ratlam, Mandsaur, Neemuch, Ujjain, West Nimar.
- 3. AO GWALIOR- Ashok Nagar, Bhind, Chhatarpur, Datia, Damoh Gwalior, Panna, Nimari, Narsinghgarh, Sheopur, Rajgarh, Shivpuri, Morena, Tikamgarh.
- 4. AO JABALPUR- Anuppur, Balaghat, Dindori, Jabalpur, Katni, Shahdol, Umaria, Sagar, Mandla, Narsinghpur, Rewa, Satna, Sidhi, Singrauli Seoni.
- 5. AO RAIPUR- Raipur, Uttar Bastar, Bastar, Dhamtari, Gariaband, Balod, Bijapur, Durg, Dakshin Bastar Dantewada, Sukma, Rajnandgaon, Kondagaon, Narayanpur.
- 6. AO BILASPUR- Mahasamund, Bilaspur, Balopda Bazaar, Raigarh, Ambikapur, Bemetara, Balrampur, Korba, Jashpur, Janjqir Champa, Koriya, Kabirdham, Sarquja, Surajpur.

# Rates and Prices

- a) As the number of branches and area is quite large, it is considered that it is beyond the capability of one vendor to carry out the same. In view of the above the work may be distributed amongst the Vendors/Bidders at L-1 rates. The allocation of work will be done in the following manner provided the vendors at L-2, L-3 etc., are willing to accept L-1 rates:
- b) L1 will get approx. 400±25 Branches/Offices for providing service support; it may be falling under 02 AOs or 08 to 10 RBO's.
- c) L2 will get approx. 350±25 Branches/Offices for providing service support; it may be falling under 02 AOs or 07 to 09 RBO's.
- d) L3, L4 and L5 each will get approx. 320±25 Branches/Offices for providing service support; it may be falling under 01 AO or 05-07 RBOs.
- e) In case any/each of L2 to L5 are not willing to work for L1 rates than the offer will pass to the next vendor's i.e. L6, L7 and so on. In case L-1 rates are accepted by less than 05 vendors, then remaining work will be equally distributed among vendors, who are agreed to work on L-1 rates.
- f) In the event of non-acceptance of L-1 rates by other Firms, the L-1 Firm will be required to undertake the work of all branches and the Bank has its discretion as deemed necessary to whether to allot all the work to L-1 bidder or go for retendering.
- g) The Bank will award the Contract to the successful vendor who has been determined to qualify to perform the Contract satisfactorily, and whose bid has been determined to be responsive, and is the lowest evaluated Bid i.e L-1.
- h) In case L-1 shows unwillingness to work than again commercial bidding (Online /Offline) will be done. The L-1 vendor who after bidding showed unwillingness to do work, his EMD/ Security Deposit will be forfeited and will not be allowed to participate in future tender process for two years.
- i) The Bank reserves the right at the time of award of contract to increase or decrease the numbers of branches or numbers of fire extinguishers required or change in location where equipments are to be supplied from what was originally specified while floating the EOI without any change in unit price or any other terms and conditions.
- j) It will be mandatory to accept work of Regions comprising of urban as well as rural branches and vendor should be willing to take up work of supply, installation and maintenance together. Once final list of panel is arrived at after financial bid, Bank has a right to allot the work / areas / region to any vendors based on commonality in Fire Extinguisher so as to have a better vendor management and also as per the emergent requirement of the Bank the work could be assigned to any vendor.
- k) Rates to be quoted inclusive of cost of travel, boarding, lodging and other taxes etc. but exclusive of GST only as applicable. No other charges will be accepted by the bank.
- I) L-1 price quoted by any of the bidder will be finalized/fixed and the same rates will be approved by the bank for captioned work at branches/ offices located in the state of Madhya Pradesh and Chhattisgarh.
- m) Rates shall be valid for 3 years from date of approval. After expiry of said validity period, the contract may be extended, at the sole discretion of the Bank for a maximum of further two years, at a time at the same rates, terms & conditions. The extension of contract will be based on the feedback on performance of the Firm. No price hike shall be permitted during this period. Bank shall have sole discretion to terminate the contract agreement at any time during the contract period, if considered necessary, for any reason, whatsoever.
- n) Exceptional low rate: The bidder shall avoid quoting exceptionally low rate for any individual given item in the price bid. Otherwise the bidder must justify the rate to the tender committee. If the justification is not considered reasonable to the committee then the bank may reject the bid as well as

disqualify the bidder and subsequently, the bidder will not be allowed to participate in the bank's further tender for the next two years.

- o) In case any firm failed/refused to undertake the allotted work due to any reason, the clause of forfeiture of EMD/ Security Deposit will be invoked and the work allotted to the firm will be distributed among other firm.
- p) Bank reserves the right to delist the firms at any stage in the event of failure of non response, Non commitment and Non completion of the assigned task as per tender terms and conditions. Moreover, if any firm fails to complete the assigned branches in the stipulated time frame, the bank reserves the right to allocate the remaining work to other empanelled firm without assigning any reason.
- q) Performance of Firm shall be reviewed on the basis of performance report issued by concern AOs/RBOs at yearly intervals for further consideration during renewal of contract.
- r) Purchase through GeM Portal (Government E-Market): Bank reserves the right to purchase the system through GeM portal of Govt. of India and provide the same to you for installation and commissioning in the required branch. However, cost of any material / component provided by you for installation and commissioning of the system would be paid to you as per approved rates, including installation charges.
- s) The Offer from the supplier should be for approved make and model only. If at any time, the bidder wants to change the OEM/ products etc., prior permission in writing needs to be obtained by the Bank's Fire Officer after submitting proper supporting documents/ product demonstration. Decision of Bank in this regard will be final and binding to the bidder.
- t) In case of any tie among the bidders on L1 amount, SBI reserves the right to evaluate and select the L-1 bidder on the basis of following in order:
- i) Obtaining revised offers on the basis of discount offered in percentage terms in overall quoted value in sealed envelope, which shall be opened in the presence of vendors.
- ii) If there is still a tie, L-1 shall be arrived based on lottery system in presence of vendors.
- iii) Decision of SBI in this regard shall be final and binding.

## Annexure-'C'

### TECHNICAL SPECIFICATIONS OF FIRE EXTINGUISHERS

- 1) <u>Water Type Fire Extinguishers</u>: It should be of gas cartridge type and stored pressure type, provided with squeeze grip control valve operating mechanism overall conforming to IS 15683 and ISI marked.
- 2) <u>Dry Chemical Powder (DCP/ABC) Type Fire Extinguishers</u>: It should be of gas cartridge type and stored pressure type provided with squeeze grip control valve operating mechanism overall conforming to IS 15683 and IS marked.
- 3) <u>Carbon Dioxide Type Fire Extinguishers</u>: It should be of wheel type control valve operating mechanism over all conforming to IS 15683 and ISI Marked.

Note: All components of above fire extinguishers should satisfy the requirements of construction material, dimensions, sizes, ratings, tests criteria and all other requirements as per IS 15683:2018 and it should be overall conforming to IS 15683 with ISI mark. The CE certified brand shall be preferred.

### **TECHNICAL SPECIFICATION**

The following specifications required for Portable Fire Extinguisher as per IS: 15683/ IS: 2190. Details are as under:

# 1. DRY CHEMICAL POWDER (DCP), CARTRIDGE TYPE PORTABLE FIRE EXTINGUISHERS:

These Extinguishers should contain Mono-ammonium Phosphate based dry powder as per IS: 15683:2018 and **capable of fire-fighting class A, B and C** Fires. Propellant in cartridge operated extinguishers shall be carbon dioxide gas cartridge. The method of expulsion of dry power shall be by means of pressure produced from compressed or liquefied gas from gas cartridge attached to the cap after piercing it uprightly or by piercing the squeeze grip.

# a) <u>PERFORMANCE & CONSTRUCTION REQUIREMENT:</u>

PERFORMANCE	CAPACITY -02KG CAPACITY -04KG		CAPACITY -06KG
Approvals/certification	IS:15683, ISI Marked	IS:15683, ISI Marked	IS:15683, ISI Marked
Fire Rating	08B or upwards	21B or upwards	21B or upwards
Working/Operating	-30 to +55	-30 to +55	-30 to +55
Temperature (Ċ)			
Burst Pressure	55/80 bar (min) 55/80 bar (min)		55/80 bar (min)
Cylinder Testing Pressure	35 bar	35 bar 35 bar	
Service/Working Pressure	15-19 bar max	15 -18 bar max	15 -18 bar max
Min-Max			
Minimum Effective	09-13 Seconds	13-28 Seconds	08-18 Seconds

Discharge Time				
Bulk Range % Discharge	2 to 3 meter, 85%	2 to 4 meter, 85%	2 to 6 meter, 85%	
Propellant	Carbon Dioxide	Carbon Dioxide	Carbon Dioxide	
	Gas, 60gm	Gas, 100-120 gm	Gas, 100-120 gm	
Thickness (Approx.)	1.6 mm	1.6 mm	1.6 mm	
Height Without Base	360-380mm	385-510 mm	520-540 mm	
(Approx.)				
Diameter (Approx.)	106-108 (+/- 10) mm	140-150 (+/-10) mm	140-150 (+/-10) mm	
Gross Weight (Approx.)	4.0 kg	7-8.5 kg	10-11.5 kg	
Extinguishing Agent	Mono-ammonium	Mono-ammonium	Mono-ammonium	
Charge	Phosphate based	Phosphate based	Phosphate based	
	dry powder	dry powder	dry powder	

These cartridge operated extinguishers the cartridge shall be pierced, and the pressure allowed to build for 06 second before opening the control valve.

- **b) CONSTRUCTION:** The cylinder body, expansion space, neck ring, cap, gas cartridge and cartridge holder, plunger rod and piercing mechanism, cap joint washer, hose. Nozzle and bottom ring shall be confirmed as per Indian Specification (IS: 15683).
- c) MANUFACTURING TESTS: The Extinguishers shall comply all manufacturing tests specified in the IS: 15683, like leakage test, burst strength test, impact resistance test, hose assemblies test, safety locking device etc.
- **d) COLOUR:** The colour for extinguisher bodies shall be in fire red colour confirming to IS: 05 and paint shall confirm to IS: 2932.

# e) MARKING:

- i. The operating, recharging and inspection and maintenance instructions shall be in the form of an etched or embossed metal nameplate or band, or an acceptable pressuresensitive nameplate attached to the side of the extinguisher body, or in the form of silkscreening of paint directly on the extinguisher body. The marking shall identify the extinguisher as to type of media and shall include the manufacturer's name and model number and the rating and classification of the fire extinguisher.
- ii. The marking shall include a sequential serial number.
- iii. The year of manufacture, or the last two digits of the calendar year, and the factory test pressure shall permanently marked into the extinguisher body or non-transferable nameplate. Extinguishers manufactured in the first three months of a calendar year may be marked with the previous year as the date of manufacturer.
- iv. The marking shall include a reference to the range of temperatures at which the extinguisher is usable, such as acceptable to use at temperature from..... to ..... or the equivalent.
- v. The applicable statement or the equivalent shall be included in the marking: Recharge immediately after any use.

- vi. The gas cartridge shall be permanently marked with:
  - a. Empty mass in gram,
  - b. Nominal full mass in gram,
  - c. Year of manufacturer, and
  - d. Name or code of the manufacturer.
- vii. The marking on each extinguisher shall include its exact gross mass or minimum and maximum gross mass, which may be expressed by a tolerance. The gross mass shall include the mass of the charged extinguisher and discharge assembly.
- viii. The Extinguisher shall be marked with BIS standard. The use of standard mark will be governed by the provisions of the BIS Act 1986.
- ix. Operating instructions: the operating instructions shall be arranged as follows:
  - a) Word "INSTRUCTIONS" shall be at the top of the nameplate.
  - b) Operating instructions shall be in the form of numerically sequenced photograph. The sequence shall be as follows:
    - ✓ Making ready the extinguisher by disengaging the safety locking device,
    - ✓ Aiming the extinguisher at the base of fire, included recommended distance from the fire at which to begin discharge, and indicating the intended operating attitude of the extinguisher,
    - ✓ Taking whatever action necessary to initiate operation of the extinguishers, and
    - ✓ Describing the intended method of applying the extinguishing media on the fire.
- x. The extinguisher shall be marked with letters "A", "B", and "C" indicating their suitability for respective class of fires.

### 2. DRY CHEMICAL POWDER (DCP), STORED PRESSURE TYPE PORTABLE FIRE EXTINGUISHERS:

SI. No.	Particulars	Details	Requirement	Requirement
			DCP 6 Kg	DCP 9 Kg
1	General			
а	Standard Code		Conforming to IS: 15683	Conforming to IS: 15683
b	Туре		Portable	Portable
С	Fire Rating		21 B	34 B
d	Suitable for class of fire		Class A, B & Class C	Class A, B & Class C



е	Working Temperature		-20° to 55°C	-20° to 55°C
2	Body			
а		Material	M.S. Sheet (IS 513)	M.S. Sheet (IS 513)
b		Size		
i		Height	Less than 600 mm	600 to 620 mm
ii		Diameter	150 to 160 mm	175 to 190 mm
iii		Thickness	Min 1.5 mm (As per IS 15683)	Min 1.5 mm (As per IS 15683)
3	Pressure Requirement			
а		Service Pressure	15 Kg/cm2	15 Kg/cm2
b		Test Pressure	30 Kg/cm <sup>2</sup>	30 Kg/cm <sup>2</sup>
С		Burst Pressure	45 Kg/cm <sup>2</sup>	45 Kg/cm <sup>2</sup>
4	Neck Ring		Neck ring is welded with top of the body having mounting threads (G2-1/2 or M74 x 2)	Neck ring is welded with top of the body having mounting threads (G2- 1/2 or M74 x 2)
5	Сар	Material	Brass Forging (IS 6912)	Brass Forging (IS 6912)
6	Cap Washer	Material	Rubber (IS 5382)	Rubber (IS 5382)
7	Plunger	Material	Brass/Stainless Steel (IS 6528)	Brass/Stainless Steel (IS 6528)
8	Spring	Material	Carbon Steel (IS 4454)	Carbon Steel (IS 4454)
9	Siphon Tube	Material	Aluminium/ M.S. (IS 3601)	Aluminium/ M.S. (IS 3601)
10	Dischar ge Assem bly	Squeeze grip type having mounting threads to match with nec king threads.		
а	Dischar ge Nozzle	Material	Plastic Nozzle with Metallic insert fitted with hose or SS- 316 or Forged Brass as per IS: 6912	Plastic Nozzle with Metallic insert fitted with hose or SS- 316 or Forged Brass as per IS: 6912
b	Hose			
i	Material		Braided Rubber / PVC	Braided Rubber / PVC



ii	Length		450 -500 mm	450 -500 mm
iii	Burst Pressure		50 Kg/cm <sup>2</sup>	50 Kg/cm <sup>2</sup>
10	Extinguishing Media		Mono-ammonium Phosphate based dry powder	Mono-ammonium Phosphate based dry powder
11	Expellin g Media		Nitrogen Gas 1747) (I S	Nitrogen Gas (IS 1747)
12	Performance Test			
I		Bulk Ra nge Discharge	2 Mtr. (Minimum)	2 Mtr. (Minimum)
ii		Minimum Effec tive Discharge Time	8 sec (min)	8 sec (min)
iii		Throw of Jet	4 Mtr.	Not less than 6 m
iv		Percentage	90%	90%
V		Duration	25 sec max	30 sec max
13	Weights			
а		Empty Weight	3 Kg (approx)	4 Kg (approx)
b		Full Weight	9 Kg (approx)	13 Kg (approx)
14	Wall Mounting Bracket		Mild Steel (Powder coated)	Mild Steel (Powder coated)
15	Maintenance			
16	Refilling		As per IS 2190	As per IS 2190
			Once in 3 years. Return to authorized recharger for recharging with Hydraulic pressure test	Once in 3 years. Return to authorized recharger for recharging with Hydraulic test
17	Hydraulic Pressure Test		Once in 5 years	Once in 5 years
18	Life		10 years	10 years
	of Extinguisher			

19	Painting		Fire Red, confirming to shade No. 536 of IS: 5. Blue (5% of total surface area remaining in red)	Fire Red, confirming to shade No. 536 of IS: 5. Blue (5% of total surface area remaining in red)
20	Marking			
а		Standard marking	IS: 15683	IS: 15683
b		Name of the manufacturer		
С		Year of manufacture		
d		Serial number		
е		Type of extinguisher	Dry Chemical Powder ABC (Squeeze Grip Stored Pressure Type)	Dry Chemical Powder ABC Squeeze Grip Stored Pressure Type)
f		Capacity	6 Kg	9 Kg
g		A declaration to the effect that the body of the extinguisher has been tested to a pressure of	30 Kg/cm2	30 Kg/cm2
h		Picture sho wing method of operation		
i		Method of operation in prominent letters		
j		The extinguisher shall be marked with letter indicating their suitability	Class A, B & Class C	Class A, B & Class C

# 3. CARBON DIOXIDE (CO2) GAS TYPE FIRE EXTINGUISHERS:

- I. These Extinguishers shall be based on CO2 gas. The Carbon Dioxide (CO2) gas shall confirm to IS: 15222. The quantity shall be determined by weighing. The filling ratio is the ratio of mass of liquefiable gas that is allowed to be filled into the container in view of safety considerations to the mass of water required to fill the container at 15 degrees centigrade. It is operated by holding upright, removing the locking pin or seal or safety device from the wheel type control valve operating mechanism.
- II. The Extinguisher is made from **seamless** manganese steel cylinders confirming to IS: 7285 with ISI Marked & **approved from Chief Controller of Explosives (CCE).** Valve confirming to IS: 3224 with ISI Mark.
- III. The extinguisher discharge horn shall be constructed to withstand crushing when 25 kg applied to its extremity for 5 min immediately after having completely discharged the extinguisher through the horn. Check that the horn does not show any evidence of cracking or breakage.

# IV. PERFORMANCE & CONSTRUCTION REQUIREMENT:

PERFORMANCE	CAPACITY -03KG	CAPACITY -4.5KG	CAPACITY -22.5KG	
Approvals/certification	IS:15683, ISI Marked	IS:15683, ISI	IS: 2878, ISI Marked	
		Marked		
Fire Rating	8B-13B	13B-21B	As per BIS, Min 21B	
Working / Operating	-30 to +55	-30 to +55	-30 to +55	
Temperature (Degree				
Centigrade)				
Burst Pressure (Approx.)	335-350 bar	335-350 bar	335-350 bar	
Cylinder Testing Pressure	250 bar	250 bar	250 bar	
Minimum Effective	08-15 Second	08-17 Second	20-60 Second	
Discharge Time				
Bulk Range % Discharge	01 to 04 meter, 85%	02 to 04 meter,	BIS, 95%	
		85%		
Propellant	Carbon Dioxide	Carbon Dioxide	Carbon Dioxide	
	Gas	Gas	Gas	
Thickness (Approx.)	4.2 mm	4.2 mm	5.5 mm	
Height (Approx.)	435-545mm	610-700 mm	1030 mm	
Diameter (Approx.)	140 (+/- 10) mm	140-150 (+/- 10)	267 mm	
		mm		
Gross Weight (Approx.)	12.5 kg	17 kg	93 kg	
Extinguishing Agent Charge	CO <sub>2</sub> Gas	CO <sub>2</sub> Gas	CO <sub>2</sub> Gas	

V. **CONSTRUCTION:** The cylinder body, discharge fittings, trolley, valve, (i.e. Nozzle, Hose, etc.) shall be confirmed as per Indian Specification IS: 15683 & IS: 2878.

### VI. PAINTING:

- Each Extinguisher shall be painted fire red confirming to shade No. 536 or 537 of IS: 5.
- A picture showing a man operating the extinguisher in the correct manner shall be shown on the body of the extinguisher.
- ➤ The extinguisher shall be marked with the letters B, & C indicating their suitability for respective classes of fires as laid down in IS: 2190:1992.
- VII. **MARKING:** Each extinguisher shall be clearly and permanently marked with the following information:
  - Manufacturer's name or trade mark, serial No., and year of manufacture shall be EMBOSSED at the bottom ring/body/neck.
  - > Method of operation in prominent letter.
  - > The words "Carbon Dioxide Type" "class BC
  - Capacity of the extinguisher in kg.
  - Year of manufacturer of extinguisher and date of refilling.
  - > Source, Year of manufacture of the cylinder and its test pressure.
  - > The product shall be marked with BIS Standard Mark.

The following information to facilitate filling or recharging shall also be marked on the head of extinguisher or on the neck of the cylinder:

- > the weight of extinguisher (to include operating head, Internal discharge tube and carrying handle but not any hose or discharge horn assembly) shown as EW.
- Filled weight of extinguisher (to include operating head, internal discharge tube, carrying handle and gas filled contents but not any hose or discharge horn assembly) shown as FW.

### 4. WATER CO<sub>2</sub> SQUEEZE GRIP CARTRIDGE TYPE PORTABLE FIRE EXTINGUISHERS:

These Extinguishers shall water as per IS: 15683 and capable of fire fighting class A Fire. Propellant in cartridge operated extinguishers shall be carbon dioxide gas cartridge. The method of expulsion of water shall be by means of pressure produced from compressed or liquefied gas from gas cartridge attached to the cap after piercing it uprightly or by piercing the squeeze grip.

# I. PERFORMANCE & CONSTRUCTION REQUIREMENT:

PERFORMANCE	CAPACITY -06 Liter	CAPACITY -09 Liter
Approvals/certification	IS:15683, ISI Marked	IS:15683, ISI Marked
Fire Rating	02A	2A
Working/Operating	+05 to +55	+05 to +55
Temperature (Ċ)		

Burst Pressure	55/80 bar (min)	55/80 bar (min)	
Cylinder Testing Pressure	35 bar	35 bar	
Service / Working Pressure	15-18 bar	14-15bar	
(Approx.)			
Minimum Effective	13-33 Second	13-42 Second	
Discharge Time			
Bulk Range % Discharge	02-06 meter, 85%	02-07 meter, 85%	
Propellant	Carbon Dioxide Gas	Carbon Dioxide Gas	
	Cartridge	Cartridge	
Thickness (Approx.)	1.6 mm	1.6 mm	
Height (Approx.)	530-570 mm	570-585 mm	
Diameter (Approx.)	150-175(+/- 10) mm	175-180 (+/- 10) mm	
Gross Weight (Approx.)	06-10 kg	12-15kg	
Extinguishing Agent	Water	Water	
Charge			

These cartridge operated extinguishers the cartridge shall be pierced and the pressure allowed to build for 06 second before opening the control valve.

- II. CONSTRUCTION: The cylinder body, expansion space, neck ring, cap, gas cartridge and cartridge holder, plunger rod and piercing mechanism, cap joint washer, hose. Nozzle and bottom ring shall be confirmed as per Indian Specification (IS: 15683).
- III. MANUFACTURING TESTS: The Extinguishers shall fulfill all manufacturing tests specified in the IS: 15683, like leakage test, burst strength test, impact resistance test, hose assemblies test, safety locking device etc.
- IV. COLOUR: The colour for extinguisher bodies shall be in fire red colour confirming to IS: 05 and paint shall confirm to IS: 2932.

### V. MARKING:

- a) The operating, recharging and inspection and maintenance instructions shall be in the form of an etched or embossed metal nameplate or band, or an acceptable pressuresensitive nameplate attached to the side of the extinguisher body, or in the form of silkscreening of paint directly on the extinguisher body. The marking shall identify the extinguisher as to type of media and shall include the manufacturer's name and model number and the rating and classification of the fire extinguisher.
- b) The marking shall include a sequential serial number.
- c) The year of manufacture, or the last two digits of the calendar year, and the factory test pressure shall permanently marked into the extinguisher body or non-transferable nameplate. Extinguishers manufactured in the first three months of a calendar year may be marked with the previous year as the date of manufacturer.

- d) The marking shall include a reference to the range of temperatures at which the extinguisher is usable, such as acceptable to use at temperature from..... to ..... or the equivalent.
- e) The applicable statement or the equivalent shall be included in the marking: Recharge immediately after any use.
- f) The gas cartridge shall be permanently marked with:
  - a. Empty mass in gram,
  - b. Nominal full mass in gram,
  - c. Year of manufacturer, and
  - d. Name or code of the manufacturer.
- g) The marking on each extinguisher shall include its exact gross mass or minimum and maximum gross mass, which may be expressed by a tolerance. The gross mass shall include the mass of the charged extinguisher and discharge assembly.
- h) The Extinguisher shall be marked with BIS standard. The use of standard mark will be governed by the provisions of the BIS Act 1986.
- i) Operating instructions: the operating instructions shall be arranged as follows:
  - i. Word "INSTRUCTIONS" shall be at the top of the nameplate.
  - ii. Operating instructions shall be in the form of numerically sequenced photograph. The sequence shall be as follows:
    - ✓ Making ready the extinguisher by disengaging the safety locking device,
    - ✓ Aiming the extinguisher at the base of fire, included recommended distance from the fire at which to begin discharge, and indicating the intended operating attitude of the extinguisher,
    - ✓ Taking whatever action necessary to initiate operation of the extinguishers, and
    - ✓ Describing the intended method of applying the extinguishing media on the fire.
- j) The extinguisher shall be marked with letters "A" indicating their suitability for respective class of fires.

### 5. WATER CO<sub>2</sub> SQUEEZE GRIP STORED PRESSURE TYPE PORTABLE FIRE EXTINGUISHERS:

SI.No.	Particulars	Details	Requirement
			Water CO₂ Stored Pressure Type
1	General		
а	Standard Code		Conforming to IS: 15683
b	Туре		Portable

С	Fire Rating		3 A
d	Suitable for class of fire		Class A
е	Working Temperature		+5° to 55°C
2	Material of Construction for Body		
а		Material	M.S. Sheet (IS 513)
b		Height	580 to 600 mm
С		Diameter	180 to 190 mm
d		Thickness	1.5 to 1.6 mm Epoxy Powder Coat (min. 0.05 mm) (As per IS 15683)
3	Pressure Requirement		
а		Service Pressure	12 Kg/cm <sup>2</sup>
b		Test Pressure	30 Kg/cm <sup>2</sup>
С		Burst Pressure	45 Kg/cm <sup>2</sup>
3	Neck Ring		Seamless M.S. Pipe (IS 1239) neck ring is welded with top of the body having mounting threads as per IS 2643
4	Сар		Brass Forging (IS 6912) having threads As per IS 2643
5	Cap Washer	Material	Rubber (IS 5382)
6	Pressure Gauge	Properties	23 mm series of Diaphragm, Brass shelling nickel plated, water proof
7	Siphon Tube	Material	Brass plastic/ SS/MS (IS 3601)
8	Snifter Valve	Material	Brass (IS 319)
9	Discharge Assembly		
а	Discharge Nozzle	Squeeze grip type	

i		Material	Aluminium Alloy (IS 617) Plastic (IS 7328)
<b>B(</b> i)	Hose	Material	Braided Rubber/ PVC
ii		Size	Length: 450 mm (Minimum)
iii		Burst Pressure	50 Kg/cm2
10	Safety Clip	Material	Steel (IS 2507)
11	Extinguishing Media		Pure Water
		Weight / Volume	9 Ltr
12	Expelling Media		
		Gas Cartridge	NA
		Material	NA
		Gas	NA
		Capacity	NA
		Stored Pressure Type	Nitrogen gas at pressure 15 Kg/cm2
13	Performance Test		
		Bulk Range Discharge	2 Mtr. (Minimum)
		Minimum Effective Discharge Time	60 to 120 sec
		Throw of Jet	Not less than 6 m
		Percentage of discharge	90%
14	Weight		
		Empty Weight	5.5 Kg (with cap, cartridge and discharge connection)

# 6. <u>TECHNICAL SPECIFICATIONS OF ABC TYPE MODULAR TYPE SELF EXTINGUISHING FIRE EXTINGUISHER,</u> <u>CAP-5KG</u>

# The following important features should be:

- a) An automatic detection and suppression system together in a single unit and should be reusable cylinder.
- b) The system should provide Automatic round the clock protection and non-freezing.
- c) The system should be Rechargeable and easy to service.

# The following performance required as data given as under:

- a) Propellant should be used as Nitrogen Gas.
- b) Working pressure should be 7 to 15 kgs/cm2.

- c) Testing pressure should be 35 kgs/cm2.
- d) Area of protection should be 3.5 to 4.0-meter square and volume protection should be 8.0 m3
- e) Feasible to hang vertically above risk is 1.5 to 2.0 meter.
- f) Operation time should be 99% in 10-15 seconds.
- g) Extinguishing media should be used ABC (mono ammonium phosphate-90) powder.
- h) The cylinder should be MIG welded M.S. Body 2mm CRC Sheet upper part of which is fitted with adapter or flange for fixing on ceiling wall and below part fixed automatic release Nozzle based on Sprinkler technology unlike the sprinkler nozzle is gas tight the release temperature is adjusted with sprinkler bulb as 57 to 68 degree centigrade with pressure gauge fitted for instant verification of reliability of every unit.
- i) Nozzle should give more than 95% discharge and scattering cone on 40 to 45-degree angle.

## 7. SERVICING, REFILLING & MAINTENANCE OF FIRE EXTINGUISHERS

The visiting mechanic / technician of the firm/vendor who should be in possession of clearly visible identity card and authority letter issued by Firm, shall carry out the Periodic Inspection of fire extinguishers as per given schedule. The following procedure shall be followed for maintenance of fire extinguishers. Check all the components of the extinguisher as per the maintenance check list given for each type of extinguisher as under.

### A. FIRE EXTINGUISHER: WATER CO<sub>2</sub> GAS CARTRIDGE TYPE

- i. Use the existing fire extinguishers due for refilling for training of staff members.
- ii. Examine the extinguisher's body internally & externally for corrosion and any kind of damaged condition. Damaged and corroded extinguishers should be removed from service. Corroded gas cartridge should also be replaced.
- iii. If weight of Co2 gas is reduced in the cartridge by more than 10% then, use the extinguisher for training purpose and replace the cartridge with fully recharged new cartridge.
- iv. Clean the exterior of the extinguisher, polish the painted portion with wax polish, the brass/gun metal parts with metal polish, chromium plated parts with silver polish and plastic components to be thoroughly washed with soap solution and sun dried.
- v. For external surface of the fire extinguisher in respect of painting, the surface should be re-painted as per the requirements in fire red colour.

- vi. Examine nozzle, strainer, vent holes, internal discharge tube and sealing washer; replace them if not in good condition. Otherwise clean them thoroughly.
- vii. Ensure that the cap washer is intact and also grease the threads of the cap, plunger etc.
- viii. Check the operating mechanism for free movement and piercing mechanism for proper working.
- ix. Refill the fire extinguishers with clean water.

## B. FIRE EXTINGUISHER: WATER (Stored Pressure) TYPE

- i. Examine and verify that the pressure gauge is indicating the internal pressure correctly, if the extinguisher shows a loss of pressure, it should be used for training to the staff and sent for recharging/refilling.
- ii. Examine the extinguisher's body externally for corrosion. Damaged and corroded extinguishers should be removed from service.
- iii. Clean the exterior of the extinguisher, polish the painted portion with wax polish, the brass/gun metal parts with metal polish, chromium plated parts with silver polish and plastic components to be thoroughly washed with soap solution and sun dried.
- iv. For external surface of the fire extinguisher in respect of painting, the surface should be re-painted as per the requirements in fire red colour.

### C. FIRE EXTINGUISHER: DCP CARTRIDGE TYPE

The dry powder extinguisher should be opened in a room for a minimum possible time to avoid effect of atmospheric moisture on powder. All dry powder extinguishers should be inspected and maintained in accordance with the following.

- i. Use the fire extinguisher for training of staff members, if refilling is due.
- ii. Check the operating mechanism (discharge control) for free movement and closing. Examine nozzle, hose, vent holes, plunger of cap, cartridge holder, grease, wipe and clean.
- iii. If weight of Co2 gas is reduced in the cartridge by more than 10% then, use the extinguisher for training purpose and replace the cartridge with fully recharged new cartridge.
- iv. Remove the inner shell (if any) and clean port holes.
- v. Clean the exterior of the extinguisher, polish the painted portion with wax polish, the brass/gun metal parts with metal polish, chromium plated parts with silver polish and plastic components to be thoroughly washed with soap solution and sun dried.

- vi. Empty the dry powder in a dry container and examine for caking, lumps and foreign matter, if foreign matter or caking are present, replace it with new dry powder.
- vii. Examine the extinguisher's body internally & externally for corrosion and any kind of damage conditions with torch. Damaged and corroded extinguishers should be removed from service. Corroded gas cartridge should also be replaced.
- viii. Clean the extinguisher using dry air.
- ix. Return the original charge to the extinguisher and fit the cartridge and other fittings, if not due for refilling.
- x. For external surface of the fire extinguisher in respect of painting, the surface should be re-painted as per the requirements in fire red colour.
- xi. The original seal of the refill powder packet with ISI mark should be opened in front of the Bank staff or the authorized staff. The old cartridge will be utilized by way of giving demonstration/training to all staff members during the refilling.

# D. FIRE EXTINGUISHER: ABC (STORED PRESSURE) TYPE

- i. Examine and verify that the pressure gauge or any other pressure indicating device fitted in is indicating the internal pressure correctly, if the extinguisher shows a loss of pressure, it should be used for training to the staff and send for recharging/refilling.
- ii. Examine the extinguisher's body externally for corrosion. Damaged and corroded extinguishers should be removed from service.
- iii. Clean the exterior of the extinguisher, polish the painted portion with wax polish, the brass/gun metal parts with metal polish, chromium plated parts with silver polish and plastic components to be thoroughly washed with soap solution and sun dried.
- iv. For external surface of the fire extinguisher in respect of painting, the surface should be re-painted as per the requirements in fire red colour.

# E. FIRE EXTINGUISHER: CARBON DIOXIDE (CO2) TYPE

- i. Examine extinguisher body externally. Damaged or corroded extinguisher should be replaced.
- ii. Examine hose, horn and assembly and clean. In case of trolley mounted extinguisher, examine the wheel carriage for free movement.
- iii. If extinguisher needs to be refilled (if the weight of Co2 gas has reduced by more than 10%) then, use the extinguisher for training purpose and send the extinguisher for recharging.

- iv. Before recharging, the cylinder should be tested to 210 kg/cm2 pressure at the centre of refilling. This is done by the firm authorized to refill CO2 gas. A certificate has to be submitted for the pressure testing.
- v. Apply paint to the body of fire extinguishers, whenever, necessary. Shade will be in fire red confirming to shade No. 536 or 537 of IS: 5

# F. FIRE EXTINGUISHER, AUTOMATIC MODULAR WITH SPRINKLER HEAD/ ABC POWDER (STORED PRESSURE) TYPE:

- i. Examine extinguisher body externally. Damaged or corroded extinguisher should be replaced.
- **ii.** Check the pressure gauge to see that extinguisher is having correct pressure. Extinguisher showing loss in pressure should be used for training to the staff and sent for recharging/refilling.

# Note: The technician of the firm shall in addition to above ensure that the following:

- i. Location of fire extinguisher should be designated at a suitable place.
- ii. No obstruction to access or visibility.
- iii. Operating instructions on name plate legible and facing outward.
- iv. Safety seals and temper indicators not broken or missing.
- v. Paste sticker of good quality on the fire extinguishers after maintenance. The sample of the sticker as under.

Name of the Firm / Address & contact number									
Type:			Capacity:						
Serial Number :			Date of Installation :						
Date	of	Next	Due	For	Date	For	Next	Date	For
Servicing	&	Servic	Servicing &			ıg	Refillir	ng	
Maintenance Maintenance									

# G. <u>SCHEDULE FOR REFILLING, SERVICING & MAINTENANCE</u>:

S. No.	Type of Extinguishers	Schedule for Refilling	Schedule Fo Servicing & Maintenance	or &
i.	Water CO2 Cartridge Type	Once in a Year	Once in a Year	
ii.	Water (Stored Pressure) Type Extinguishers	Once in a Year	Once in a Year	
iii.	Trolley Mounted Water CO2 Conventional Type	Once in a Year	Once in a Year	
iv.	ABC (Stored Pressure) Type	Once in a Year or If pressure gauge shows loss of pressure	Once in a Year	
٧.	DCP Cartridge Type	Once in a Year	Once in a Year	
vi.	CO2 gas Type Extinguishers	Once in a Year or if the weight is reduced by more than 10% of mass.	Once in a Year	
vii.	Automatic Modular with powder base Stored Pressure Type	Once in three Years or If pressure gauge shows loss of pressure	Once in a year	

**NOTE:** i) All extinguishers shall be maintained as per IS: 2190:1992 (Reaffirmed 2024). In corrosive environments, it is desirable to have the discharge test carried out at half the frequency mentioned above or as per Bank's instructions.

- ii) The periodicity of refilling, servicing and maintenance may be revised as per Bank's discretion and shall be binding upon the bidder during the course of contract. Bidders should quote the rates accordingly.
- iii) The refilling rate of fire extinguishers shall be inclusive of servicing charge. No separate payment shall be made for servicing, while carrying out refilling of fire extinguisher. In case refilling is not carried out, only Servicing charges per extinguisher will be paid.

# 8. SCHEDULE FOR HYDRAULIC PRESSURE TESTING (HPT):

S. No.	Type of Extinguishers	Schedule of test interval For HPT	Test Pressure (Kg/Cm2 )	Pressure Maintained For (Time in Minutes)
i.	Water Type (Gas cartridge / Stored pressure) Extinguishers	Once in a 3- years	35.0	2.5
ii.	Dry Powder Type (Gas cartridge / Stored pressure), (BC/ABC) Extinguishers	Once in a 5- years	35.0	2.5
iii.	Clean agent type (IS:15683)	Once in a 5- years	35.0	2.5
iv.	Carbon Dioxide Type Extinguishers	Once in a 5- years	250.0	2.5

### NOTE:

- a) **Every extinguisher with Cap** shall be hydraulically pressure tested (HPT) as per the schedule given above. Extinguisher which fails in this requirement shall be replaced. Test certificates have to be submitted in the branch/office.
- b) The carbon dioxide type fire extinguishers shall be pressure tested every time when the cylinders are sent for recharging (after periodic discharge test or otherwise) to the pressure specified in IS:2190.
- c) In case of Fire Extinguisher while servicing, if any refill is found to be leaked or pressure has gone down, fully or partially or any other defect is found, the same will be brought to notice of the Branch Manager. Accordingly, the refilling will be done only after rectification of the defect, notwithstanding the periodicity of refilling.
- d) Please note that refilling/servicing/maintenance of fire extinguishers is a continuous process and it is required to be carried out once a year or earlier (in case, the extinguisher has been used to extinguish fire). The due date for refilling/servicing/maintenance must be strictly adhered to and no delay will be acceptable.

# 9. Other Terms & Conditions:

- a) The refilling rate of fire extinguishers shall be inclusive of servicing charge. No separate payment shall be made for servicing, while carrying out refilling of fire extinguisher. In case refilling is not carried out, only Servicing charges per extinguisher will be paid.
- b) In case of a serious lapse or non-fulfillment of any terms & conditions, the contract is liable to be canceled with forfeiture of the 'security deposit'. Beside this Bank may take suitable action as deemed necessary.
- c) The Bank reserves the right through the P&E Department to make changes in method and specifications of work within the overall framework of the terms and the basket of products.
- d) The Bank also reserves the right to seek downward revision of prices after the initial fixed rate period, if it finds that the prices have fallen 30% or more of the equipment being supplied.
- e) All components/sub-assemblies/spares used shall be as per the Technical Specifications approved by the Bank.
- f) The Bank, through its Fire Officer reserves the right and the vendor shall arrange to have a functional/performance test of any equipment carried out to verify the performance parameters of the equipment. In case of any deficiencies observed the contractor concerned shall be responsible for rectification of the equipment at his cost.
- g) The responsibility for maintaining the fire extinguishers during the currency of Warranty and AMC during the contract period would be that of the concerned contractor who has to diarize the schedule and ensure that the needful is done on or before the due date, but not more than 10 days before the due date.
- h) The equipment shall not have been manufactured more than **6 months prior** to the date of installation.
- i) **Warranty period:** For new supply of the Extinguisher, It shall be **12 calendar months** from the date of installation against any manufacturing defects.
- j) LIFE OF FIRE EXTINGUISHERS: Life cycle of fire extinguisher will be as per IS Standard:

S. No	Type of Extinguisher	Life Time (Year)
1	Water type	10
2	Foam type	10
3	Powder type	10
4	Carbon dioxide	15
5	Clean agent	10

#### **NOTES**

i. Life of extinguishers shall be considered from date of manufacture of extinguishers. ii. In case of failure in hydraulic pressure testing, extinguisher shall be rejected immediately before the life time given above.

k) ABC TYPE 5 Kg AUTOMATIC MODULAR FIRE EXTINGUISHER: Maintenance Scheduled for Maintenance/Refilling/Hydraulic pressure test of ABC type 5 Kg Automatic Modular Fire Extinguisher will be carried out as per the scheduled of Dry powder ( stored pressure ,IS:13849) as laid down in BIS 2190:2024

### 10. PERFORMANCE GUARANTEE DEPOSIT & PENALTY:

- a) Beyond 15 days of getting the work order shall attract Rs.100/- per day to a maximum of 5% of the total value of the work order shall be imposed for the delay period. This will cater for penalty for the delay in services of refilling & maintenance/installation period of the equipment at the branches/offices.
- b) In case of supply of sub-standard material/acts, contrary to the laid down norms, or on detection of any tendency to cheat the Bank, the contract with the firm will be terminated without prior notice and firms will be delisted or blacklisted from the Bank.
- c) All complaints are to be attended within the following time frame under AMC from the date/time of lodging complaint/request: Urban – upto 24 hours Sub urban/ Rural Area - maximum 2 working days.
- d) Any liability arising out of any litigation (including those in consumer courts) due to any act or omission of the Vendor shall be directly borne by the Vendor including all expenses/fines. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Any liability arising out of any litigation (including those in consumer courts) due to any act or omission of the Vendor shall be directly borne by the Vendor including all expenses/fines. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Any liability arising out of any litigation (including those in consumer courts) due to any act or omission of the Vendor shall be directly borne by the Vendor including all expenses/fines. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Vendor to the Bank within seven

days. The State Bank of India, without prejudice to other rights/remedies available to the Bank, shall be entitled to recover the amount from the Vendor by deduction from money due to the Vendor or from the security deposit money.

- e) During the course of contract, if any the Vendor are found to be indulging in any corrupt practices causing any loss of revenue to the Bank, Bank shall be entitled to terminate the contract forthwith duly forfeiting the Vendor's Security deposit amount.
- f) The State Bank of India, without prejudice to other rights/remedies available to the Bank, shall be entitled to recover the amount of penalty or otherwise from the Vendor by deduction from money due to the Vendor or from the security deposit money.

# 11. Compliance with Tax Laws:

The Vendor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The Vendor shall keep the Bank fully indemnified against liability of tax, interest, penalty etc. of Vendor in respect thereof, which may arise.

- 12. **SPARE FIRE EXTINGUISHER DURING REFILLING/HPT**: The vendor/firm should ensure that sufficient numbers of suitable fire extinguishers are being available in the branch/office whenever they take away fire extinguishers for refilling or HPT. In case sufficient fire extinguishers are not available in the branch/office then vendor/firm should place spare fire extinguishers of deficient type.
- 13. MANUFACTURING DATE OF NEW FIRE EXTINGUISHERS: The vendor/firms should ensure that the newly supplied fire extinguishers should be of approved make and its manufacturing date should not be older than six months from the date of supply to the bank.

#### 14. DISPUTE RESOLUTION

- a) All dispute arising out of or relating to this work by the Firm shall be settled amicably between the parties. In case no amicable solution is reached between the parties, then the matter may be referred to the Asst General Manager (P&E), State Bank of India, Bhopal Circle, who may either himself look into the matter or, in his discretion, nominate any Officer of the Bank to look into and resolve the dispute between the parties and the decision of the Bank or the Officer so nominated by the Bank, as the case may be, shall be final and binding upon the parties.
- b) The Civil Courts at Bhopal alone shall have exclusive jurisdiction to adjudicate upon any issue arising out of or connected with this tender.

#### 15. INSURANCE:

The firm shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and keep insured all materials which are or have been declared to be hazardous under the notification issued or that may be issued from time to time under the above said Act or any rule framed thereunder, and which are used by the Firm during the course of the housekeeping services under these presents.

The firm shall obtain adequate Insurance Policy in respect of his workmen engaged for the services of installation, refilling and supply of the fire extinguishers, towards meeting the Liability of compensation arising out of death, injury/disablement and shall regularly and punctually pay each and every premium as and when the same shall becoe due during the currency of these presents.

### 16. DAMAGE TO PERSON AND PROPERTY:

The firm shall be responsible for all injury to the work or workman to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this work.

Should any loss or damages occur, the vendor shall initiate and persue claim till settlement and promptly makes arrangements for repair and/or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriter.

#### 17. INDEMNITY:

Firm hereby undertake to indemnify and keep harmless the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work or non performance of the services in proper manner and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which firm shall be solely responsible.

In case of any damage to property by the Firm, SBI shall have the right to recover the cost of such damages from payments due to the Firm and decision of the SBI shall be binding on the Firm.

In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the Firm.

If the Firm fails to improve the standards of safety in its operation to the satisfaction of SBI after being given a reasonable opportunity to do so, and/or if the firm fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI official, the SBI shall have the right to take corrective steps at the risk and cost of the Firm after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.

Before commencing the work, the firm shall appoint/ nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

The Firm's obligations with respect to indemnity will survive the expiry or termination of this agreement for whatever reason.

# 18. REPRENTATION AND WARRANTIES:

The SBI, its employees and advisors make no representation or warranty and shall have no liability to any person, including any vendors under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the document and any assessment, assumption, statement or information contained therein or deemed to form or arising in any way for participation in this bidding process.

# <u>Annexure</u>

# **Bank Guarantee Format**

Place:
Date:
(On non-judicial stamp paper of Rs/-)
BANK GÚARANTEE IN LIEU OF SECURITÝ DEPOSIT
B.G.No Value Rs
State Bank of India,
(Address)
(Addiess)
Sub: Bank Guarantee of Rstowards Security Deposit for the work offer State Bank of
India.
(Name of Branch/Office)
D = = = 0 i=
Dear Sir,
MITERIAC (Name and address of contractor/ yander) (hareinafter called the Contractor) have entered
WHEREAS (Name and address of contractor/ vendor) (hereinafter called the Contractor) have entered
into contract for (Name of Work) with State Bank of India (SBI) as mentioned in the letter of SBI's
Consultants (Name & address of consultants) vide their letter No datedand
the correspondence and tender relating thereto which is hereinafter referred to as "the said contract"
the Contractor has now agreed to produce a Bank Guarantee amounting to Rs 1,00,000/- Rupees One
lacs only), to State Bank of India for performing their part of the contract obligations.
AND WHEREAS in terms of said contract, the contractor is required to furnish to State Bank of India a
Guarantee of a Scheduled Bank for a value of Rs to be valid upto (date).
AND WHEREAS (Name of Bank and its branch) having their office at (address) the Guarantor, at the
request of the contractor hereby furnishes a PBG in favour of State Bank of India and Guarantees in
the manner hereinafter appearing.
In consideration of the premise, we (name of Bank and its branch) having our office at (address)here
after called the "Guarantor" (which expression shall include its successors and assigns) here by
expressly, irrevocably &unreservedly undertake and guarantee under that if the Contractor fails to
execute the work according to his obligations under the said contract, then not withstanding any
dispute between State Bank of India and the contractor the Guarantor shall, on demand without demur
and without reference to the contractor pay to State Bank of India immediately any sum claimed by
State Bank of India under the said contract up to a maximum amount of Rs (Rupees
· · · · · · · · · · · · · · · · · · ·
only).
In case the amount demanded by State Bank of India is not paid within 48 hours of receipt of demand,
the Guarantor agrees to pay the aforesaid amount of Rs/- (Rupees
only)

- (i) Such payment shall be notwithstanding any right the contractor may have directly against State Bank of India or any disputes raised by the Contractor with State Bank of India or any suits or proceedings pending in any competent court or before any arbitrator. State Bank of India's written demand shall be conclusive evidence to the Guarantor that such payment is payable under the terms of the Contract and shall be binding in all respect on the guarantor.
- (ii) The Guarantor shall not be discharged or released from the undertaking and Guarantee, by any arrangement, variations made between SBI and the Contractor and or indulgence shown to the contractor by SBI, with or without the consent and knowledge of the guarantor or by alterations in the obligations of the contractor by any forbearance, whether as to payment, time performance or otherwise.
- (iii) This guarantee shall remain valid until or as may be caused to be extended by the contractor or until discharged by SBI in writing whichever is earlier.
- (iv) This guarantee shall be a continuing guarantee and shall not be revocable during its currency except with the previous written consent of SBI.
- (v) This guarantee shall not be affected by any change in the constitution of the contractor, by absorption with any other body or corporation or dissolution or otherwise and this guarantee will be available to or enforceable against such body or corporation.
- (vi) In order to give effect to this guarantee SBI will be entitled to act as if the Guarantor were the Principal debtor and the Guarantor hereby waives all and any of its rights or surety ship.
- (vii) This guarantee shall continue to be in force notwithstanding the discharge of the contractor by operation of law and shall cease only on payment of the full amount by the Guarantor to SBI of the amount hereby secured.
- (viii) This guarantee shall be in addition to and not in substitution for any other guarantee or security for the contractor given or to be given to SBI in respect of the said contract.
- (ix) Any notice by way of request and demand or otherwise here under may be sent by post or any other mode or communication to the guarantor addressed as aforesaid and if sent by post it shall be deemed to have been given at the time when it would be delivered in due course of post and in providing such notice when given by post it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of SBI that the envelope was so posted shall be conclusive.
- (x) These presents shall be governed by and constructed in accordance with Indian Law.

Notwithstanding anything contained her restricted to a sum of Rs.	reinbefore the liability of the guarantor under this guarantee is
This guarantee will remain valid upto _	unless a demand or claim under this guarantee is the guarantor shall be discharged from all liability under the
Dated the	
For (Name of Bank)	
(Signature/s with designation/s of signa	itory/ies)
(Name and Stamp of Bank)	

### Installation Certificate

ANNUAL MAINTENANCE CERTIFICATE: FIRE EXTINGUISHERS (One copy each to BM, FO, RBO, AO and along with the Bill)

Name of the Branch and Branch Code: Date of Visit:

This is to certify that Fire Extinguishers installed at the branch has inspected by me. The following Fire Extinguishers installed in the branch have been serviced/ refilled and found to be in working condition / out of order.

S.No.	Fire Extinguishers	Nos	Make and Serial No	Date of Last Refilling	Date of Next refilling	Date of HPT	Estimated Life of Fire Extinguishers

It is to certify that following Officers/ Staff of the branch have been imparted training in the handling and use of Fire Extinguishers

S.No.	Name	Designation	Signature

Signature : Name of Technician Mobile No Date

# **BM Certificate**;

This is to certify that Mrof M/s	(vendor name) has refilled the Fire
Extinguishers installed at the branch. Old Fire Extinguis	shers have been utilized for the training of the
branch staff before refilling and fully emptied.	

Seal and Signature : Name of BM Mobile No Date

## ANNEXURE

**BETWEEN** 

AND

### AGREEMENT FORMAT

assigns of the FIRST PART.

# AGREEMENT FOR SUPPLY, INSTALLATION AND MAINTENANCE OF FIRE EXTINGUISHER OF BRANCHES/OFFICES UNDER BHOPAL CIRCLE.

The Agreement is executed on this ----- day of -----, 20.. at SBI Local Head Office, Bhopal

1. **STATE BANK OF INDIA**, a corporate body constituted under the State Bank of India Act, 1955 and having its Local Head Office at Bhopal, and also having its Administrative Offices at Bhopal, Indore, Jabalpur, Gwalior, Raipur and Bilaspur, represented by its Authorized Officer- Assistant General Manager (P&E), the party hereinafter, for the sake of brevity, be referred to as "the Bank" or "SBI" which expression shall unless repugnant to the context mean and include all its successors and

and will be effective from ------ day of ......20...

2, the party hereinafter, for the sake of brevity, sha referred to as "The Firm" (which expression shall unless repugnant to the context mean and includits assignees, successors, legal heirs, administrators & executors of the <b>SECOND PART</b> .	
WHEREAS The Party at the First Part with a view to provide security against the fire incidence a offices and branches invited Expression of Interest (RFP), vide Tender ID:, the interested parties for empanelment for supply, installation and maintenance of fire extinguished branches/offices under Bhopal Circle.	fron
WHEREAS THE FIRM is carrying on business in the field of Supply and Installation of the Extinguishers in the area as per the <u>Schedule-I</u> of this agreement, has participated in the bid floated by the Bank vide Tender ID:	
<b>AND WHEREAS</b> the Firm represented to the Bank that the firm has necessary technical expertise infrastructure including trained Technician & Engineers, Equipment etc. to undertake the Supplying Installation of the Fire Extinguishers for the Bank and offered the Bank, to provide the requiservices to the Bank purely on contract basis.	ng 8
AND WHEREAS the bid submitted by the Firm was evaluated by the Bank and found suitable as the parameters prescribed in Expression of Interest vide Bank's Tender ID:	and Fire

**AND WHEREAS** a copy of the letter communicating empanelment along with the RFP documents are made part of this agreement as **Annexure** and the terms and conditions of the empanelment letter and the RFP documents shall be referred to in case of any ambiguity in interpretation of the terms,

conditions and scope of empanelment and execution of the work orders issued to the Firm by the Bank.

**AND WHEREAS** All terms and conditions of the empanelment letter and the RFP documents shall be binding on the parties along with this agreement, which is not being repeated herein for the sake of brevity.

**AND WHEREAS,** on acceptance of empanelment letter of the Bank by the Firm for supply, installation and maintenance of fire extinguishers in the branches/ Offices of Bhopal Circle at the rates discovered in the bidding process and duly described in the **Schedule-II** of this agreement and on the Firm showing willingness to accept the work order from the Branches/ Offices of the Bank and to carry out the allotted work for the allotted area, the parties hereto enter into this agreement for area allocated to the firm **as per Schedule-I** of this agreement on the terms and conditions hereinafter set forth. That the Bank reserves its right to modify/alter/change the area allocated during the currency of the agreement, which may extend to all offices/branches within the administrative control of Local Head Office, Bhopal.

Now in consideration of the aforesaid it is hereby agreed between the parties, as under:-

# 1. VALIDITY OF RATE CONTRACT:

a) The Agreement shall be effective from the date of agreement and shall be in force for an initial period of (03) Years from ....... provided the Firm is not depanelled or empanelment of the Firm is not cancelled, revoked, suspended by the Bank or have ceased to exist by efflux of time or for any reason what so ever.

However, the Bank shall review the performance of the Firm in implementation of the work orders assigned to the Firm on yearly basis and if the performance of the Firm, in the estimation of the Bank, is not found satisfactory then the Bank may by notice in writing, terminate this agreement and/or depanel the Firm from the list of Firms/Vendors empanelled for supply, installation and maintenance of fire extinguisher of branches/offices under Bhopal Circle with immediate effect.

b) This agreement after completion of the validity period and pending the finalization of the fresh empanelment process may be renewed by the Bank at its sole discretion depending on the performance report of the firm, obtained from the respective Branches / Administrative / Regional Offices.

## 2. RATE FOR SUPPLY AND INSTALLATION

- a) The payment of the bills raised by the firm on the completion of the work as per the work orders issued by the Bank shall be as per the rates specified in Schedule-II of this agreement.
- b) The Bank reserves the right to call fresh price bid from all technically qualified bidders, if the Bank so desires. However, till the decision is taken by the Bank to revise the rates, the payment shall be done as per the rate prescribed in the Schedule-II of this agreement.

## 3. ADDRESS OF THE FIRM, LOCAL ADDRESS AND AREA OF ALLOCATION:

- a) The address of the Firm along with its local office address and the area allocated for its operation under this agreement is duly prescribed in the Schedule-I of this agreement.
- b) The Firm shall take the work order(s) issued to it by the Administrative Office/Regional Business Office/branches of the allocated area and carry out the work within the stipulated period.
- c) The area of allocation may also be varied/limited/re-allocated/extended by the Bank at its discretion. All letters/documents by which such variation/limitation/re-allocation/extension will be done at later date by the Bank shall become part and parcel of this agreement and shall be binding on the parties.
- d) The Firm shall during the currency of the agreement shall have the local office in the area of operation and shall duly communicate the local office address to the Bank.

## 4. EXECUTION OF CONTRACT / TRANSFER AND SUBLETTING

- a. The Agencies/Firms shall be solely responsible for the execution of the centralized contract agreement at LHO Bhopal to the entire satisfaction of the Bank.
- b. The firm shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or company directly or indirectly, or any part thereof.
- c. In case of any deviation of the said instructions is detected / observed during the currency of the contract, the said firm/agency would be liable to be de-listed/de empanelled /blacklisted from the bank.
- d. In case firm fail to carry out the work, the Bank reserves the right to cancel the whole contract, partially or fully and forfeit the security deposit and allot/ award the contract to any other firm at the sole discretion of the Bank.

# 5. PERFORMANCE GUARANTEE DEPOSIT & PENALTY:

- a) Beyond 15 days of getting the work order shall attract Rs.100/- per day to a maximum of 5% of the total value of the work order shall be imposed for the delay period. This will cater for penalty for the delay in services of refilling & maintenance/installation period of the equipment at the branches/offices.
- b) In case of supply of sub-standard material/acts, contrary to the laid down norms, or on detection of any tendency to cheat the Bank, the contract with the firm will be terminated without prior notice and firms will be delisted or blacklisted from the Bank.
- c) All complaints are to be attended within the following time frame under AMC from the date/time of lodging complaint/request: Urban upto 24 hours Sub urban/ Rural Area maximum 2 working days.
- d) Any liability arising out of any litigation (including those in consumer courts) due to any act or omission of the Vendor shall be directly borne by the Vendor including all expenses/fines. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Any liability arising out of any litigation (including those in consumer courts) due to any act or omission of the Vendor shall be directly borne by the Vendor including all expenses/fines. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Any liability arising out of any litigation (including those in consumer courts) due to any act or omission of the Vendor shall be directly borne by

the Vendor including all expenses/fines. If any money shall, as the result of any instructions from the Labour Authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Bank, such money shall be deemed to be payable by the Vendor to the Bank within seven days. The State Bank of India, without prejudice to other rights/remedies available to the Bank, shall be entitled to recover the amount from the Vendor by deduction from money due to the Vendor or from the security deposit money.

- e) During the course of contract, if any the Vendor are found to be indulging in any corrupt practices causing any loss of revenue to the Bank, Bank shall be entitled to terminate the contract forthwith duly forfeiting the Vendor's Security deposit amount.
- f) The State Bank of India, without prejudice to other rights/remedies available to the Bank, shall be entitled to recover the amount of penalty or otherwise from the Vendor by deduction from money due to the Vendor or from the security deposit money.

# 6. STATUTORY COMPLIANCE:

Firm should comply with all statutory and labour laws, rules and regulations of Central/ State govt. at their own cost.

# 7. INSURANCE:

The firm shall arrange and pay for policy under the Public Liability Insurance Act, 1991 and keep insured all materials which are or have been declared to be hazardous under the notification issued or that may be issued from time to time under the above said Act or any rule framed thereunder, and which are used by the Firm during the course of the housekeeping services under these presents.

The firm shall obtain adequate Insurance Policy in respect of his workmen engaged for the services of installation, refilling and supply of the fire extinguishers, towards meeting the Liability of compensation arising out of death, injury/disablement and shall regularly and punctually pay each and every premium as and when the same shall becoe due during the currency of these presents.

# 8. <u>DAMAGE TO PERSON AND PROPERTY:</u>

The firm shall be responsible for all injury to the work or workman to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect, whether such injury or damage arise from carelessness, accident or any other cause whatsoever in any way connected with the carrying out of this contract.

Should any loss or damages occur, the vendor shall initiate and persue claim till settlement and promptly makes arrangements for repair and/or replacement of any damaged item to the satisfaction of the Bank, irrespective of settlement of claim by the underwriter.

### 9. INDEMNITY:

Firm hereby undertake to indemnify and keep harmless the SBI from any damages, prosecution, other legal suits and claims arising out of any mishaps occurring at the site due to faulty work or non performance of the services in proper manner and for violating rules and regulations, any possible damage to the building and members of public in course of execution of the work for which firm shall be solely responsible.

In case of any damage to property by the Firm, SBI shall have the right to recover the cost of such damages from payments due to the Firm and decision of the SBI shall be binding on the Firm.

In the event of any damage to the loose furniture, interiors, computers and such other equipment or to the existing building structure etc., during carrying out the contract works, the cost of repairing the same including the cost of replacement if any will be recovered from the Firm.

If the Firm fails to improve the standards of safety in its operation to the satisfaction of SBI after being given a reasonable opportunity to do so, and/or if the firm fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions regarding safety issued by the authorized SBI official, the SBI shall have the right to take corrective steps at the risk and cost of the Firm after giving a notice of not less than seven days indicating the steps that would be taken by State Bank of India.

Before commencing the work, the firm shall appoint/ nominate a responsible officer to supervise implementation of all safety measures and liaison with his counterpart of State Bank of India.

The Firm's obligations with respect to indemnity will survive the expiry or termination of this agreement for whatever reason.

# 10. TERMINATION:

- a) Notwithstanding any other grounds for termination stated herein above, this agreement may be terminated by giving one month notice by the Bank without assigning any reason for the same.
- b) The Bank may also terminate this agreement with immediate effect, if the performance of the firm is not found satisfactory by the Bank on review of the performance of the firm in execution of a work order issued by it.
- c) Notwithstanding any right to levy penalty in terms of this agreement and/or taking any other action, the Bank reserves the right to terminate this agreement besides levying penalty, if breach of any of the terms and conditions of this agreement or empanelment letter or RFP is detected or observed on the part of the firm by the Bank and the Firm fails to rectify such breach on being intimated by the Bank within 15 days of such intimation.
- d) This agreement shall be automatically terminated if the Firm is depanelled or empanelment of the firms is cancelled, revoked or suspended by the Bank, or has ceased to be in force by efflux of time or for any reason whatsoever.

# 11. NOTICES, CORRESPONDENCES AND OTHER COMMUNICATIONS:

All notices, correspondences and communications between the parties may be made either through electronic mode or hand delivery or any other mode of communications, at the addresses mentioned herein below; which may be altered only by a written communication in writing, accepted by the other party;

The Fi <b>Add:</b>	rm: <b>M/s</b>	 		
The "B <b>Add</b> : .	Bank"			
	<b>41</b>   P a g e			

# 12. FORCE MAJEURE:

- a) No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term(s) of this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted Party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)") that frustrates the purpose of this Agreement:
- (i) acts of God; (ii) flood, fire, earthquake or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (iv) government order or law; (v) actions, embargoes or blockades in effect on or after the date of this Agreement; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns or other industrial disturbances; (ix) epidemic, pandemic or similar influenza or bacterial infection; (x) other similar events beyond the reasonable control of the Impacted Party.
- **b)** It is specifically understood between the parties that commercial hardship or the price escalation of the materials or parts thereof shall not be any ground for pleading force majeure for non-completion of the work by the Firm.

# 13. DISPUTE RESOLUTION

- a) All dispute arising out of or relating to this agreement or to the execution of work order by the Firm shall be settled amicably between the parties. In case no amicable solution is reached between the parties, then the matter may be referred to the Asst General Manager (P&E), State Bank of India, Bhopal Circle, who may either himself look into the matter or, in his discretion, nominate any Officer of the Bank to look into and resolve the dispute between the parties and the decision of the Bank or the Officer so nominated by the Bank, as the case may be, shall be final and binding upon the parties.
- b) The Civil Courts at Bhopal alone shall have exclusive jurisdiction to adjudicate upon any issue arising out of or connected with this agreement.

**IN WITNESS WHEREOF** the parties here to have set & subscribed their respective hands & seal on the day, month and year first mentioned.

2. Name and Full Address:

# **SCHEDULE-I**

# ADDRESS OF THE FIRM, LOCAL ADDRESS AND AREA OF ALLOCATION

Name & Address of the firm	AREA OF ALLOCATION (All Branches/Offices)

# SCHEDULE-II

# THE APPROVED RATES WITH SPECIFICATIONS OF THE FIRE EXTINGUISHERS AND ITS MAINTENANCE ARE AS UNDER: -

The payment of the bills raised by the Firm on the completion of the work as per the work order issued by the Bank shall be as per the rates specified in Schedule-II of this agreement.

The approved L-1 rates (STANDARD RATES) with specifications of the Fire Extinguishers are as under:-

S.No.	Description	Unit	Unit Rate/Price (INR)