



पूर्वोत्तर इंदिरा गांधी क्षेत्रीय स्वास्थ्य एवं आयुर्विज्ञान संस्थान  
North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences  
(भारत सरकार, स्वास्थ्य एवं परिवार कल्याण मंत्रालय, स्वायत्त संस्थान)

(An Autonomous Institute, under Ministry of Health and Family Welfare, Government of India)

निदेशक ब्लॉक, मावडियांगडिंग, शिलांग -793 018 (मेघालय) /Director's Block, Mawdiangdiang, Shillong -793 018 (Meghalaya)

Store & Procurement Section - Email: storeneigrihms@gmail.com; Tele Fax: (0364) 2538032; Website: neigrihms.gov.in

F. No: NEIGR/S&P/83/98

**Notice Inviting Tender**  
**Online tendering through CPPP (<https://eprocure.gov.in/cppp>)**

**Tender Details:**

Tender Enquiry No:	NEIGR/S&P/OT/E -15/2019 -2020; Dated: 03.06.2019	
Tender Description:	Processing of Fire Extinguisher and refilling of different categories of Fire Extinguishers, for a period of two years, extendable upto 6 months, or till the finalization of the next tender, whichever is later.	
Bid Document Downloading Start Date:	14:00 hours of 03.06.2019	
Pre-Bid Conference and Clarification Session:	16:00 hours of 13.06.2019	
Last Date and Time for Submission of Bid Document Online:	14:00 hours of 04.07.2019	
Last date and Time of Receipt of Earnest Money Deposit (Hard Copy):	14:00 hours of 04.07.2019	
Date and Time of Opening of Techno -Commercial Bids:	14:30 hours of 05.07.2019	
Cost of Earnest Money Deposit (EMD):	Rs 25,000.00 (Rupees Twenty Five thousand only)	
Tentative schedule after completion of Technical Commercial Evaluation subject to inputs from respective Committee /Authority:	60 days from the date of opening of Techno – Commercial Bid	
Tentative schedule for awarding of contract including institutional requirement, justification of cost and on approval of the Competent Authority.	60 days from the date of opening of e- Price Bid /BOQ	

Bidders /Tenderers can download the tender /bid document from Central Public Procurement Portal website at [www.eprocure.gov.in](http://www.eprocure.gov.in) Bidders /Tenderers are required to submit their bid online by uploading all the relevant documents through [www.eprocure.gov.in](http://www.eprocure.gov.in). For further details regarding tender amendment /date extension, please visit website: [www.eprocure.gov.in](http://www.eprocure.gov.in). Tender document can also be downloaded from the Institute's website at [www.neigrihms.gov.in](http://www.neigrihms.gov.in)

**North Eastern Indira Gandhi Regional Institute of Health and Medical Sciences**

(An Autonomous Institute, Ministry of Health and Family Welfare, Government of India)

Director's Block, Mawdiangdiang, Shillong 793 018 (Meghalaya)

Website: [www.neigrihms.gov.in](http://www.neigrihms.gov.in); E -mail: [storeneigrihms@gmail.com](mailto:storeneigrihms@gmail.com); Tele /Fax: (0364) 2538032

**SECTION I: NOTICE INVITING TENDERS (NIT)**

Online tenders, in two-bid system, are invited by Director, NEIGRIHMS, Shillong for processing of stores /items for the Institute, as per enclosed specification and related terms and conditions.

1. Bidders /Tenderers would be required to register on the Central Public Procurement Portal at [www.eprocure.gov.in](http://www.eprocure.gov.in), using a valid Digital Signature Certificate (DSC) and valid email address to be able to participate in the bidding process. On registration with the Portal they will be provided with a user id and password by the system through which they can submit their bids online.
2. Digital Signature Certificate (DSC) may be obtained from any authorized agencies registered with the Certifying Authority (CA), through National Informatics Center (NIC) in India.
3. Bidders /Tenderers can download the bid document from Central Public Procurement Portal website at [www.eprocure.gov.in](http://www.eprocure.gov.in) Bidders /Tenderers are required to submit the bid online by scanning and uploading all the relevant documents through [www.eprocure.gov.in](http://www.eprocure.gov.in)
4. Tender document can also be downloaded from the Institute's website at [www.neigrihms.gov.in](http://www.neigrihms.gov.in) For further details regarding Amendment /Addendum /Extension please visit website: [www.eprocure.gov.in](http://www.eprocure.gov.in) and [www.neigrihms.gov.in](http://www.neigrihms.gov.in)
5. No tender fee is required for downloaded documents.
6. Earnest Money Deposit (EMD) in the form of Call deposit, Banker's Cheque, Fixed deposit or Demand draft, drawn in favour of Deputy Director (Admn.), NEIGRIHMS, Shillong or Bank Guarantee of any Scheduled Bank, shall be scanned and submitted online, along with the Techno-commercial bid (Un priced Bid), within the period of tender online submission date and time and the original (hard copy) should be submitted to Stores & Procurement Section, Director's Block, Mawdiangdiang, NEIGRIHMS, Shillong -793018 within the stipulated date and time.
7. The firms registered with DGS&D/SSI/NSIC and any approved sources of Central/State Government, are not exempted from furnishing Earnest Money in so far as this institute is concerned.
8. In the event of the date being declared as a closed holiday for purchaser's office, the date for opening of bids online will be the following working day at the appointed times.
9. Bidders/Tenderers need to scan and upload the required documents like Goods and Service Tax (GST) registration, PAN Number/Card, valid document regarding the existence and registration of the firm along with the with Techno-commercial bid, as per Check List (Section XXI)
10. The technical bids will be opened online by a committee of members duly constituted for the purpose at the time and date as specified in the tender document. All statements, documents, certificates, proof of EMD uploaded by the bidders will be verified and downloaded for technical evaluation and the result of technical bid evaluation will be displayed on [www.eprocure.gov.in](http://www.eprocure.gov.in) which can be seen by all bidders who participated in the tender.
11. The bidders should download the **BoQ.xls** (Bill of Quantities) and filled in the blank spaces provided for mentioning the name of bidder and rates. Bidders need not modify any other text or background shown in the BOQ template or replace it with any other copy of same **BOQ in .xls format**. NEIGRIHMS /Central Public Procurement Portal ([www.eprocure.gov.in](http://www.eprocure.gov.in)) will accept the BOQ template only and hence the rate should not be quoted in any other place except BOQ template.
12. The Financial bid (price bid) i.e. Bill of Quantity (BOQ) of only technically qualified bidders will be opened online by a committee of members and the result will be displayed on the [www.eprocure.gov.in](http://www.eprocure.gov.in) which can be seen by all bidders who participated in the tender.
13. No work will be allotted to Non-tribal bidder, contractors, Suppliers, stockists, bonded warehouse, private carriage contractors, cooperative societies etc except under a valid trading license issued by the Khasi Hills Autonomous District Council, Shillong.
14. Manufacturing organizations should preferably have Quality assurance certification like WHO-GMP/ISI/BIS/DHQH/BIS: IS 2190:2010 /IS 2878 IS 8149 /IS 15683 /or equivalent certification issued by the authorized organization, attested copies of the same are to be submitted with the tender. Firms quoting on behalf of their manufacturer should also attach said certificate of their manufacturer to select reputed firms and quality products failing which their offers may be summarily rejected.
15. The tenderer must be a manufacturer. In case the manufacturer does not quote directly, they may authorise their authorized agent as per proforma of Manufacturer authorization form as given in the tender enquiry document to quote and enter into a contractual obligation.
16. The Manufacturer should have supplied and installed in last three years before the date of Tender Opening, atleast 100% of the quoted quantity of the similar equipment meeting major specification parameters which is functioning satisfactorily. The foreign Manufacturer satisfying the above criteria should also have supplied and installed in last three years before the date of Tender Opening, at least 100% of quoted quantity of similar model which is functioning satisfactorily any where outside the country of manufacture.

17. Certificates of performance statement, work experience & completion certificate of Fire Extinguisher works /services should be submitted along with the Annual Report (Balance Sheet and Profit & Loss Account) for last three years prior to the date of Tender opening.
18. The supplier warrants comprehensively that the goods supplied under the contract is new, unused and incorporate all recent improvements in design and materials unless prescribed otherwise by the purchaser in the contract. The supplier further warrants that the goods supplied under the contract shall have no defect arising from design, materials (*except when the design adopted and / or the material used are as per the purchaser's specifications*) and this warranty shall remain valid for two years (2) years after the goods or any portion thereof as the case may be, have been delivered to the final destination.
19. Stores will be accepted subject to the condition of verification and inspection by the competent authority / inspecting agency and the offer should be valid at least one year from the date of opening of the price bid or award of contract whichever is later.
20. Time schedule of delivery is within 60 days of receipt of supply order or else deduction on gross bill @ 0.5 % per week or part thereof, will be made as liquidated damages / delay in supply, subject to maximum of 10 % of the value of the delayed supplies. Delivery within 30 days is desirable.
21. Insurance during transit to be borne by the vendor / supplier/contractor inclusive of handling within the Institutes premises, till the completion of final Inspection and acceptance.
22. Installation, demonstration, operational techniques and associated services to be provided by the supplier /vendor /contractor within the cost indicated.
23. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that the firm is not supplying the same item at lower rates quoted in this tender to any Government/Private organization or any other institution during past one year, as per "FALL CLAUSE" adhered by DGS & D and other Government agencies.
24. The firm has to give an affidavit duly attested by the Notary Public (in original) on a non-judicial stamp paper of Rs. 10/= that there is no vigilance/CBI/FEMA case pending against the firm/supplier.
25. At any time prior to the date of submission of bid, Director, NEIGRIHMS may, for any reason, whether at his own initiatives or in response to a clarification from a prospective bidder, modify the bidding documents by an amendment.
26. The tendered rates and the validity of bids shall be for a minimum period of two years from the date, as the tender are finalized /awarded.
27. Settlement of disputes – Director, NEIGRIHMS or his authorized representative shall be the final authority in all disputes and decision will be binding on all concerned.

Sd/-  
Stores & Procurement Officer,  
For and on behalf of Director, NEIGRIHMS, Shillong

Section II: Detailed Terms and Conditions of Tenders**Submission of Tenders:**

## 1. Online Submission of Tenders

- The tenderers are to submit the tenders online (Techno –Commercial bid and Finance bid) at [www.eprocure.gov.in](http://www.eprocure.gov.in)
- The tenderers must ensure that they submit their tenders not later than the closing time and date specified.
- The participating bidders in the tender should register themselves free of cost on e -procurement platform in the website [www.eprocure.gov.in](http://www.eprocure.gov.in)
- Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital Certificates.
- The bidders who are desirous of participating in e- procurement shall submit their technical bids, price bids as per the standard formats available.
- The bidders should scan and upload the respective documents in Technical Documentation as per the check list.
- The rates should be quoted as per the BOQ downloaded for that particular tender.
- **Manual bid shall not be accepted in any circumstance.**

## 2. TENDER SHOULD INVARIABLY BE SUBMITTED IN TWO BID SYSTEM CONTAINING TWO PARTS AS DETAILED BELOW:

PART-I: - TECHNO-COMMERCIAL BID

PART-II: - BOQ/FINANCIAL BID

3. The tenderers should give rates, showing taxes, if any, and levies, packing forwarding and insurance charges separately giving full breakup details. Vendors/bidder may note that the Institute has obtained CDE certificate pertaining to Customs duty and therefore price consideration should be offered accordingly. Tender not confirming to these requirements shall be rejected and no correspondence will be entertained whatsoever.
4. The tendered rates and the validity of bids shall be for a minimum period of two years from the date, as the tender are finalized /awarded, till the finalization of next tender by the Institute, whichever is earlier.
5. If the delivery is not effected on due date, the Director, NEIGRIHMS, Shillong will have the right to impose penalty as indicated. In case of default institute will have the right to procure the ordered item from open market /another party at their own risk and expenses under risk purchase clause. Late supplies of the items will result in strict action and risk purchase will done without giving any extension, will be made immediately after lapse of date of delivery.
6. In case of non supply of material within the due date i.e. with in the date of delivery, the Director, NEIGRIHMS, Shillong will have the right to impose penalty as deemed fit to resort to risk purchase in full or part thereof at his/her discretion, his/her decision shall be final and binding.
7. Custom /Excise Duty & other such levy imposed by the Govt. of India from time to time will be authorized extra on demand with adequate proof thereof.
8. The Director, NEIGRIHMS, Shillong shall be the final authority to reject full or any part of the supply which is not confirming to the specification and other terms and conditions.
9. No payment shall be made for rejected material. The tenderer would remove rejected items within two weeks of the date of rejection at their own cost and replace immediately. In case these are not removed these will be auctioned at the risk and responsibility of the suppliers without any further notice.
10. Tenderers submitting tenders would be considered to have considered and accepted all the terms and conditions. No inquiries verbal or written shall be entertained in respect of Acceptance or rejection of the tender.
11. The quantity shown in the schedules can be increased or decreased to any extent depending upon the actual

requirement.

12. Any action on the part of the tender to influence anybody in the said Institute will be taken as an offence and the tender submitted by the firm will subsequently be rejected.

13. The price charged for the Stores/Equipment's, under the reference, by the supplier shall in no even exceed the lowest price at which the supplier the Stores/Equipment's of same identical description to any other person/organization/ Institution during the currency of the contract as per fall clause adhered by D.G.S.& D. If at any time, during the said period the supplier reduced the said prices of such/Stores/Equipment or sales such stores to any other person/organization/ Govt. Institution/ Co. Operative Stores at price lower than the quoted price, he shall forthwith notify such reduction or sale to the Director, NEIGRIHMS, Shillong and the price payable for the Stores supplied after the date of coming into force of such reduction or sale shall stand correspondingly reduced and should attach an undertaking on non-judicial stamp paper of Rs 10/- duly attested on acceptance of the offer , before placement of order .

14. The supplier shall furnish the following certificate to the Accounts Officer along with each bill for payment for supplies made against in Rate Contract Tender.

"I/We certify that the Stores of description identical to the Stores supplied to the government under the contract against Tender herein have not been offered/sold by me/us to any other person/organization/Institution up to date of bill/the date of completion of suppliers against all supply orders placed during the currency of the tender/rate contract at the price lower than the institute under contract /against tender".

15. If at any time, any question, dispute or difference whatever shall arise between the two parties (NEIGRIHMS on the one hand and vendor on the other hand) in relation to the purchase either of the parties may give to the other notice in writing the existence of such a question, dispute or difference and the same shall be referred to two arbitrators, one to be nominated by the firm. Either party shall serve such a notice of the existence of any question, dispute or difference in connection with this purchase within 30 days of the beginning of such dispute failing which all right or claims shall be deemed to have been forfeited and absolutely barred. Before proceeding with the reference the arbitrators shall appoint/nominate an umpire. In the event of the arbitrators not agreeing in their award the umpire appointed by them shall enter upon the reference and his award shall be binding on the parties. The venue of the arbitrator shall be at NEIGRIHMS.

The provision of the Indian Arbitration and Reconciliation Act 1996 and of rules framed if under and any statutory modifications thereof shall be deemed to apply and be incorporated for the supply, installation, installation and commissioning etc.

Upon every or any such reference the cost of any incidents to the reference and awards respectively shall be at the discretion of the arbitrators on in the event of their not agreeing of the Umpire appointed by them who may determine the amount thereof or direct the same to be fixed as between solicitors and client or as between parties and shall direct by whom and in what manners the same shall be borne and paid.

16. The courts at Shillong will have the jurisdiction to try any matter, dispute or reference between the parties arising out of the contract. It is specifically agreed that no court outside and other than Shillong court shall have jurisdiction in the matter.

17. Any failing of omission to carry out the provision of the contract by the supplier shall not give rise to any claim by any party, one against the either, if such failure of omission or arises from an act of God, which shall include all acts of natural calamities such as fire, flood, earthquake hurricane or any pestilence or from civil strikes, compliance with any stature and/or regulation of the Government, lookouts and strikes, riots, embargoes or from any political or other reasons beyond the suppliers control including war (whether declared or not) civil war or state or insurrection, provided that notice or the occurrence of any event by either party to the other shall be given within two weeks from the date of occurrence of such an event which could be attributed to force major conditions.

18. The tenderer/ bidder shall furnish a non-blacklisting certificate that the firm has not been blacklisted in the past by any government/ Private institution. The tenderer/ bidder has to give an affidavit on non-judicial stamp paper duly attested of Rs.10/- that there is no vigilance/CBI case pending against the firm/supplier and the firm has not been blacklisted in the past by any Govt. or Private Organization.



19. The tenderer are required to quote their rates on BOQ only.
20. Tender by Tele-fax/telegram/fax/e-mail /hard copy will not be accepted.
21. Selection will be made purely on compliance of specification, sample, make quality and on the basis of lowest price offered.
29. If the tenderer gives a false statement on any of the above information, the firm/supplier will not be considered and their quotation/tender shall be deemed to be rejected and the security deposited will stand forfeited.
30. In case the vendor appoints manpower / labour in excess of or equal to the number as specified by law, the agency should comply with all statutory enactments including Contract Labour Regulation and Abolition Act, 1970; Minimum Wages Act where applicable; Payment of wages Act, where applicable; ESI Act, 1948, where applicable; EPF Act, 1952, where applicable; etc. All existing statutory liabilities relating to engagement of personnel related to labour laws shall be sole responsibility of the agency.
31. It will be the prerogative of the Institute to place the supply order for the whole lot/item or in piecemeal basis depending upon the requirement of the Institute. The Institute shall have the right to reject any tender without assigning any reason thereof. No correspondence will be entertained in this regard. Only one best quality item (according to our specification) should be quoted against the item.
32. Handwritten quotations shall be accepted at the bidder's risk. In case of any discrepancy in the figures, the rate mentioned in words will only be considered.
33. Payment of the approved vendor for supply of items at NEIGRIHMS shall be made through cheque or electronic clearing system. In case of cheque, the same will be dispatched registered post and postal charges shall be deducted from their bills.
-

**TENDER FORM**

Date \_\_\_\_\_

To

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Complete address of the purchaser)

Ref. Your TE document No. \_\_\_\_\_ dated \_\_\_\_\_

We, the undersigned have examined the above mentioned TE document, including amendment/corrigendum No. \_\_\_\_\_, dated \_\_\_\_\_ (if any), the receipt of which is hereby confirmed. We now offer to supply and deliver \_\_\_\_\_ (Description of goods and services) in conformity with your above referred document for the sum indicated in the price bid, attached herewith and made part of this tender.

If our tender is accepted, we undertake to supply the goods and perform the services as mentioned above, in accordance with the delivery schedule specified in the List of Requirements.

We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of GCC clause 5, read with modification, if any, in Section - V – “Special Conditions of Contract”, for due performance of the contract.

We agree to keep our tender valid for acceptance as required in the GIT clause 20, read with modification, if any in Section - III – “Special Instructions to Tenderers” or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.

We further understand that you are not bound to accept the lowest or any tender you may receive against your above-referred tender enquiry.

We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.

We confirm that we fully agree to the terms and conditions specified in above mentioned TE document, including amendment/ corrigendum if any

\_\_\_\_\_  
(Signature with date)

\_\_\_\_\_  
(Name and designation)

Duly authorised to sign tender for and on behalf of

\_\_\_\_\_  
\_\_\_\_\_

Check List of Certificates/Documents required to be submitted along with the Techno Commercial Bid:

The tenderer are advised to submit the following certificates under the category of “Vital documents” invariably along-with Techno-Commercial Bid. If these documents are not submitted/ conditions not met, the quotation shall be summarily rejected and no further correspondence, in this regard, shall be entertained.

- Violation of two-bid system, Part-I.
- Earnest Money Deposit (EMD)
- GST registration certificate and trading license on award of contract
- Experience Certificate, Manufacturer’s Authorisation
- Fall clause declaration
- Performance Statement, Turnover /Financial Statement
- Non-Black Listing /CBI declaration
- Detailed brochure showing specification details for technical evaluation by the technical committee

NEIGR/OT/E-15/2019-2020



## Technical Specifications

Sl. No.	Name of the Equipment	Capacity /Unit	Manufacturer /Company
<b>(A) Supply of Fire Extinguishers –Dry Chemicals, Carbon Dioxide, Water Type</b>			
1.	Dry Chemical Powder Cartridge Type	5 Kg	
2.	Water Cartridge Type	9 Liters	
3.	CO2 Gas Type	4.5 Kg	
4.	CO2 Gas Type	9 Kg	
5.	Foam Type (AFFF)	9 Liters	
6.	Foam Type (AFFF)	50 Liters	
7.	ABC –Store Pressure Type	5 Kg	
8.	ABC –Store Pressure Type	2 Kg	
<b>(B) Refilling of Fire Extinguishers –Dry Chemicals, Carbon Dioxide, Water Type</b>			
1.	Dry Chemical Powder Cartridge Type	5 Kg	
2.	Water Cartridge Type	9 Liters	
3.	CO2 Gas Type	4.5 Kg	
4.	CO2 Gas Type	9 Kg	
5.	Foam Type (AFFF)	9 Liters	
6.	Foam Type (AFFF)	50 Liters	
7.	ABC –Store Pressure Type	5 Kg	
8.	ABC –Store Pressure Type	2 Kg	
<p>Note: Cost of additional spares /accessories /consumables /cartridge should be quoted by the vendor /bidder in the techno –commercial bid, as percentage of the quoted rate (to be indicated by the vendor /bidder).</p>			

### Additional Requirement:

- Warranty will be inclusive of all accessories /spares and turnkey works.
- Bidder should give a written declaration that no other accessories /spares are required for the offered system apart from the quoted items /list.
- The cost of accessories / spares /accessories /consumables /cartridge not covered in warranty shall have to be offered in the techno –commercial bid and cost to be offered in percentage (*against the item quoted*) of FOB Price /Ex –Factory Price of BOQ (Price Bid).
- Equipment with 2 years warranty (with turnkey works, if any) will be taken for the purpose of price evaluation.
- With a view to encourage ‘Make in India’ and promote manufacturing and production of goods and services in India, preference will be given to domestically manufactured products, as per Ministry of Commerce and Industry, Department of Industrial and Policy and Promotion, Government of India Notification no: P -45021/2/2017-B.E.-II; dated: 06.2017.
- Bidder /Vendor shall have to submit a Self Certification regarding declaration of Local Content in a Medical Device to be provided on Rs 100.00 Stamp Paper and to fill up the table as provided /instructed in Section – XI (D) Calculation of Local Content.
- Should be CE/FDA/ISO/ISI/BIS approved products or otherwise indicated in the technical specification.

## **Scope of Work:**

---

1. The Vendor shall depute authorized technical personnel to take delivery of fire extinguishers from the Institute for refilling and for delivering the refilled /repaired Fire Extinguishers.
  2. Refilling work would be carried out in consultation with Chief Security Officer/Engineering Department /Fire Officer.
  3. The Fire Extinguisher should be examined internally for any damage & corrosion before refilling.
  4. All Fire Extinguishers must be discharged /emptied before re-filling of Fire Extinguishers.
  5. Checking of Nozzles, Port Hole, Vent Hole, Cap Assembly, Siphon Tube, Safety Pin/Clip, Discharge Pipe etc.
  6. After refilling, paste inspection card to the body of Fire Extinguishers indicating the serial number, date of refilling, next date of refilling, due date for hydraulic testing, etc.
  7. Ensure that all joints are fully tightened and Nozzle, Vent Hole, etc are free of dust/dirt.
  8. Operating instructions of Fire Extinguishers are clearly legible and facing outward and in good visible condition.
  9. The vendor shall repair and refill the Fire Extinguisher free of cost within the warranty period of refill, if weight loss is noticed in the fire extinguishers which have been refilled.
  10. Delivery , Completion & Warranty:-
  11. Re-filling of Fire-Extinguishers as per BIS 2190:2010 or equivalent specification should start within the mentioned days from the date of awarding the order and should be completed in a phased manner or as per Fire Officer /Engineering department requirement.
  12. Each lot of fire extinguishers collected for refilling should be reinstalled duly refilled within 60 days (or as stated in the order) from the date of taking up the lot, failing which a sum equivalent to 0.5% per week of delay or part thereof on delayed supply of goods and/or services until actual delivery or performance subject to a maximum of 10% of the contract price will be deducted as liquidated damages. Once the maximum is reached purchaser may consider termination of the contract.
  13. When fire extinguishers are taken for refilling, the vendor shall provide equal number & similar type of fire extinguishers in working condition as temporary replacement at no extra cost whatsoever till the re-filled fire extinguishers are brought back and installed.
  14. While giving delivery of refilled Fire Extinguishers, the vendor shall ensure that a sticker is pasted on each Fire Extinguisher with details like 'Refilled On', 'Due date of next re-filling', 'Hydro-Testing done'. The type of fire extinguisher, details etc should be clearly visible on the fire extinguishers after their refilling is done.
  15. Warranty: The re-filling of Fire Extinguishers shall have a warranty of 1 year from the date of refilling. The vendor shall provide for refilling of Fire Extinguisher(s) free of cost, if weight loss is noticed within the warranty period and replacement of Fire Extinguishers shall have to be provided in such a case.
  16. For any reason whatsoever, the vendor fails to deliver the Fire Extinguishers(s) within the stipulated time period, then it shall be the responsibility of the vendor to immediately provide us with brand new Fire Extinguisher(s) of the same specification and take back the temporary replacement provided by the vendor.
  17. If brand new Fire Extinguisher(s) is /are not immediately provided by the vendor after expiry of stipulated time period from the date of lifting the Fire Extinguisher(s) for re-filling then, the Institute shall utilize the Security Deposit of the vendor to purchase new fire extinguisher.
  18. Random testing of the quality of MAP powder at the time of refilling will be carried out by Chief Security Officer, Engineering Department/ Fire Officer /Authorised Representative.
  19. The testing should be carried out with pressure prescribed as per specification of ISI /equivalent standard. One or two Fire Extinguishers of each category should be tested to ensure satisfactory compliance. Cost of testing will be borne by the Vendor.
  20. The vendor will carry out the re-filling of existing Fire Extinguishers which shall include:- a) Replacement of defective spare parts like Discharge Tube, Nozzle, Horn Water, Washer, Plunger, etc at the time of refilling, as per approved rates subject to prior approval of competent authority.
  21. The actual quantity of Fire Extinguishers that needs refilling may vary and payment will be made according to the actual number of Fire Extinguishers that are actually re-filled.
  22. Replacement of small spares like rings/washers to be done at no extra cost.
  23. Warranty Clause:- The Vendor shall depute his authorized technical personnel who shall inspect all the Fire Extinguishers and the quoted rates shall include the cost of consumables of accessories, supply, fixing, testing and commissioning . The Scope of the warranty shall include inter-alia the following works: - Carry out general cleaning (first with dry cloth and then with wet cloth) Clean• the horn and wheel locking pin. Clean and polish the body with wax polish. • Clean and polish brass parts with metal polish. • Check vent holes and clean them. • Check the nozzle and clean it, if clogged. • Check and lightly grease the threads in the cap. • Clean spring loaded piercer. • Ensure that sealing disc is intact. • Hydraulic Testing of fire extinguishers. • Check piercing mechanism for its proper working. • Remove the water, clean the body internally and refill it with clean fresh water. • Check the washer in the cap. • Check the powder for caking for granulation. • Weigh the extinguisher. If the weight of the contents is reduced by more than 10%, it qualifies for refilling. • Check rubber hose, tube, horn, joints, locking pin. Apply French chalk powder on the tube externally •
-

24. In case, the servicing is not completed on or before due date as per table above, then penalty shall be recovered from any payment (including Security Deposit) due to the vendor.
25. Further, for delay in completing service beyond 1 month from the date of completion as mentioned above, the vendor shall be liable for black-listing along with forfeiture of Security Deposit.
26. The vendor shall maintain a record of the Service Visit Reports with details of Fire Extinguishers serviced and get it certified by Chief Security Officer Fire Officer /Authorized Representative/ Engineering department. The same should thereafter be forwarded with the bill for payment.

**Additional Points:**

- a. The Contractor/Vendor shall be responsible for any injury to their workmen during performing the servicing/refilling/maintenance work etc.
  - b. The vendor/contractor will maintain a data log sheet of all fire extinguishers like details location, type and capacity of extinguishers, date of refilling and next due date for refilling etc. The vendor/contractor will follow BIS 2190:2010 /equivalent for refilling and maintenance of Fire Extinguishers. The hydraulic testing of extinguishers will be done as per IS 2190:2010 /equivalent standard.
  - c. The vendor may carry Fire Extinguisher to his own workshop for the same purpose only after taking prior approval of the authorised representative. The log sheet of hydraulic testing will be maintained by the vendor and shared with Security department /Engineering department /Fire Officer.
  - d. The Vendor/contractor will strictly follow the periodicity for refilling of fire extinguishers as per annexure and maintenance detail of Fire Extinguishers on sticker and will be displayed on Fire Extinguishers.
  - e. Whenever Fire Extinguishers empty or its weight less than 20% from total weight whatsoever the reason, extinguishers will be refilled immediately.
  - f. The authorized technical personnel of the vendor along with expert shall be called by vendor to impart training in handling of Fire Extinguishers, Fire and Life safety training to the Faculty / Non Faculty /Students/ Hospital Staff / Security Staff, etc at no extra cost.
  - g. Vendor shall facilitate institute in obtaining fire NOC or renewal of fire NOC at no extra cost or charges.
  - h. Vendor shall carry out Fire Mock Drill in consultation with Expert on half yearly basis i.e. in every 6 months at no extra cost.
-