



LIFE INSURANCE CORPORATION OF INDIA

Mumbai Divisional Office I

O.S.Dept., 2nd floor, East Wing, Yogakshema, J.B.Marg, Nariman Point, Mumbai 400 021 Phone No. 022 6659 9035

REF:MDO-I/OS/Fire Extinguishers/GEM/Bid/2025-26

Date: 22.04.2025

Bid Document to be submitted on GeM portal for Annual Contract of Supply, Checking, Refilling of Fire Extinguishers with Fire Fighting Training.

Life Insurance Corporation of India, Mumbai Divisional Office - I, OS Department, Mumbai, invites Competitive Bids from vendors having registered office in Mumbai on GeM portal for Annual Contract of Supply, Checking, and Refilling of Fire Extinguishers with Fire Fighting Training for all Offices under Mumbai Division-I.

The Annual Contract of Supply, Checking, and Refilling of Fire Extinguishers with Fire Fighting Training will be made on agreed rates, terms & conditions. Bidder should refer the attached Annexures and submit Annexure-III,IV,V as detailed below:

Annexure-I: For Terms & conditions of the contract and Technical Specifications.

Annexure II: To visit the locations

Annexure III: Financial Bid

Annexure IV: Undertaking by Bidder

Annexure V: Profile of the Tenderer

The downloaded Bid form and all required documents must be complete in all respect and should be uploaded on GeM portal under regular Bid process. Bidder may visit all offices to check the conditions, make, machines, etc of Fire Extinguishers and satisfy themselves before submitting the Bid document. For any required document or relaxation as registered under MSME/NSIC, valid registration copy to be uploaded along with the Bid document. All the Parts/Annexure are part of this Bid document and shall be duly signed by authorized person of the Bidder.

GENERAL TERMS AND CONDITIONS:

(Note: The 'Contractor' word means Successful Bidder with whom the Annual Contract will be made))

1. Bid for Annual Contract fire extinguisher should include 3 year warranty for new fire extinguisher and 1 year warranty for ABC, & CO2 fire extinguishers inclusive of coverage for manufacturing mechanical defects as well as the cost of refilling and recharging in case pressure falls below acceptance level.
2. Periodical inspection – The vendor should arrange for half yearly inspection of Fire Extinguishers, during the period of warranty. The inspection will be jointly conducted by the representatives of the bidder and the Corporation.
3. Inspection and re-filling of the Extinguishers should be undertaken in a phased manner. If the Extinguisher Cylinder or any part is damaged, it should be replaced with new Extinguisher (This is referred as 'Supply' in this contract). Further, in case the Extinguishers are taken back for refilling during the warranty period, substitute arrangement should be made by the Vendor, till the original Extinguishers are replaced.
4. Copy of Standardization certificate (IS 2171 or IS 2190 – latest Revision) issued by Bureau of Indian Standard Authorities should be submitted along with the Bid. The Certificate should clearly mention the respective type of Extinguishers and the validity period.

5. Whenever Fire Extinguishers are replaced in the period of rate Contract, delivery and installation of new extinguisher should be within 15 days after removing it and such delivery & installation are to be made at free of cost. While replacing the damaged fire extinguishers, contractor should provide usable extinguisher till installation of the new one.
6. After installation of Fire Extinguishers, if any Fire Extinguisher is found defective, such defective fire extinguisher should be replaced within 5 days from the date of intimation with a temporary arrangement in the replacement period.
7. On-site sample checking of the Fire extinguishers will be done at the time of installation, by us.
8. The **Annual Contract is made for a Period of Two Years, which may be extended for further one year on same Rate, Term, Condition on satisfactory performance and sole decision of the Corporation and the decision is binding on the Contractor.**
9. No advance payment will be made. The Contractor will submit their Bills after replacement or refilling of Fire extinguisher on agreed charges per machine per year to Office Service Departments attaching there with challan/service reports countersigned by our concerned officers of the Branch/Depts. Payments made to the Contractor in the course of this contract shall be subject to statutory deductions, if any as also deductions towards bad workmanship, breaches of the contract in any manner or damages to Corporation's property, if any. Bills shall be settled by OS Dept., Mumbai D.O.-I through NEFT.
10. The Contractor shall obtain at their own expenses, all licenses, permissions etc, that may be required for refilling of fire extinguishers & maintenance services and pay all the Taxes/penalties becoming payable to the Government, Municipality or any other body by reason of their conducting supply/refilling of fire extinguishers at various LIC Offices as mentioned in attached list. The Contractor will also comply with all statutory obligations towards their staff like ESIS, EPF, License under Contract Labor Act and Rules etc, as per the prevailing laws. Further the Contractor will have to ensure that **NO CHILD LABOUR** is employed.
11. The service-staff employed should be technically qualified & adequately trained personnel and they shall be Contractor's own employees. Corporation shall in no way be responsible or liable for payment of their wages and other benefits. Further, the workers engaged by the contractor shall not be deemed to be the employees of the Corporation and shall not be entitled to any benefits either of a temporary or a regular employee of the Corporation. The Corporation shall not be liable to pay any damages/claims, made under the Workmen's Compensation Act, or rules there under or for compensation payable in consequence of any accident or injury sustained by any person in employment for the purpose of servicing under this contract. The Corporation will have no obligations towards such employees and such personnel will not be entitled to claim any kind of employment with the Corporation.
12. The Contractor shall exercise effective control and supervision in respect of the personnel employed by them. The Corporation will have right to ask the contractor to terminate the services of any of the Contractor's employee if found to be of a bad character, impolite, discourteous or suffering from any contagious disease at any time.
13. The Contractor or any of their agents, employees, servants or anyone else on behalf of the Contractor will not in any way make use of the name of the Corporation or its Officers, employees or agents in their dealings with outsiders while making any purchase concerning or for running the contract.
14. Nothing in this Bid shall be deemed to create any Partnership, Joint Venture, Agency between CORPORATION and the Contractor or their representatives /employees and nothing herein shall deem to confer on any party, any authority to incur any obligation or

any liability on behalf of the other party. The Contractor is an independent entity and not an employee, agent, associate or authorized representative of Corporation. The Contractor is not authorized to undertake any obligation or liability in the name of or on behalf of the Corporation whatsoever.

15. Refilling of ABC type fire extinguishers should be done with Mono Ammonium Phosphate with more than 90% concentration. Testing should be carried out with pressure prescribed as per ISI specifications. The quality of fire extinguishers to be fulfilled may vary by +/- 15%.
16. One or two extinguishers should be tested at the time of installation to ensure satisfactory compliance of the job, cost of which will be borne by the Contractor. When the fire extinguishers are shifted to the factory for refilling, temporary replacement has to be provided at the cost of the Contractor till the fire extinguishers are brought back and reinstalled.
17. The Contractor will have no rights to transfer or assign the contract or any rights, thereunder to anyone. The bidder should neither be a sub-contractor to any other entity / person, nor should, at any time, sub-let to any other person, the work awarded to him. He should not be a party to any cartel at any time for processing any contract including the present Bid.
18. LIC of India will have the right to terminate the contract and discontinue the services of the Contractor's AGENCY at any time by giving one month time notice without assigning any reason whatsoever. The decision will not be challengeable in any court of law. The contractor will have to give a notice of three months if the contractor wishes to terminate the contract before expiry of the contract period. In case of termination of contract, the AGENCY will have to hand over all the units in satisfactory condition and obtain necessary certificates from LIC of India, failing which LIC of India will reserve the right to get the necessary works done through other agency at Contractor's cost & risk and expenditure will be recovered from their pending bills & AMC AMOUNT.
19. **DISPUTES & DIFFERENCES:**
In all cases of dispute, the matter will be referred to the Sr. Divisional Manager, Mumbai Divisional Office - I and his /her decision shall be final and legally binding on the contractor.
20. **ARBITRATION PROCEEDINGS:**
The Jurisdiction for Arbitration proceedings as the case may be will be Mumbai only.

21. The determination of this contract shall not in any manner whatsoever bear prejudice to or alter any claim that the Corporation may have against the Contractor under this contract prior to the determination thereof.

22. ***In terms of provisions of section 33(3) of the Insurance Act, 1938, as amended by the Insurance Laws (Amendments) Ordinance, 2014. Insurance Regulatory Authority of India (IRDAI) is authorized to verify all such books of account, register, other documents and the data base in the custody of contractor in respect of service outsourced by the LIC of India. It shall be the duty of the contractor to provide such documents/statements/information as may be required by IRDAI within such time as may be specified by IRDAI.***

23. **Guarantee And Warrantee:** The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and Goods shall be brand new and have standard Guarantee/Warrantee for Five/one year period from the date of final

acceptance by the consignee unless otherwise specified in category specifications, specific Bid/RA. Seller, at the time of listing their product on GeM portal or offering their products against any Bid/RA, may accordingly provide longer Guarantee/Warranty period (i.e. more than 1 year) and in such case, Guarantee/Warranty period stipulation made in category specifications/Bid/RA document, shall prevail over standard Guarantee/Warranty period of 1 year stipulated in these General Terms & Conditions.

24. **Force Majeure Conditions:** If at any time during the continuance of the Contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or an act of God, provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reason of such event, be entitled to terminate the Contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance, and deliveries under the contract shall be resumed or not, shall be final and conclusive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 10 days, other party may at its option terminate the contract provided also that the Buyer shall be at liberty to take over the Seller at a price to be fixed by Buyer, which shall be final, all unused, undamaged and accepted material, bought out components and Goods in course of manufacture in the possession of the Seller at the time of such termination or such portion thereof as the Buyer may deem fit excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to return.

Being this Bid is to be submitted through GeM portal, the general Rules and Regulations of GeM portal are applicable for this Bid.

LIC of India reserves the right to call for missing /additional requirements/information from the applicant at the time of scrutiny of the Bids received in response to this notice. LIC of India does not bind itself to accept the lowest or any tender and reserves the right to reject all or any bid or cancel the Bid process without assigning any reason whatsoever.

Decision of the Corporation will be final, conclusive and binding on the tenderers and the Corporation takes no responsibility for any delay whatsoever for submission of tender after the last date and time given in the schedule.

Sr. Divisional Manager