



Tender Enquiry

Ref: AA:GAX:13:FP:301

Date: 07.06.2013

Submission of tender on 17.06.2013 by 03:00 PM

Due date for opening on 17.06.2013 at 03:30 PM

SUB: Annual Maintenance Contract of Fire Extinguishers installed at BHEL House & Corporate Communication, Parliament Street.

BHEL intends to enter into Annual Maintenance Contract of 167 numbers of various types of fire extinguishers installed at BHEL offices (Qty. 157 at BHEL House, Sirifort and Qty. 10 at BHEL Corporate Communication, Jeevan Tara Bldg., Parliament Street) for a period of two years.

1.0 Prequalifying Criteria

- 1.1 Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs. 28500.00
- 1.2 The bidder should have PAN (Permanent Account number) and Service Tax Registration Number
- 1.3 Bidder should have successfully completed similar Job/ services during last 7 years ending on 31.03.2013

“Similar Job / service” refers to “AMC of various types of fire extinguishers, their inspection and providing training of their operation”.

2.0 Scope Of Work

- 2.1 This maintenance contract shall cover refilling, painting, inspection, servicing, marking & reinstallation of fire extinguishers as listed below.

S. No	Description	Quantity (Nos.)		Total Qty. (No.)
		BHEL House	BHEL CC	
	TWO Refilling and Servicing of following fire extinguisher during AMC			
1.	CO ₂ 4.5 Kg capacity	65	04	69
2.	CO ₂ 3.2 Kg capacity	01	01	02
3.	CO ₂ 9 Ltr. capacity	05	01	06
4.	Mechanical Foam Type 9 Ltr. capacity	04	00	04
5.	DCP, 10Kg capacity	45	02	47
6.	DCP 5 Kg capacity	06	02	08
7.	Mechanical foam 135 Ltrs capacity with CO ₂ 2.5 Kg capacity	03	00	03



S. No	Description	Quantity (Nos.)		Total Qty. (No.)
		BHEL House	BHEL CC	
1.	ABC powder type, 1 Kg	18	00	18
2.	ABC powder type, 6 Kg	10	00	10
TOTAL number of fire extinguisher installed				167

- 2.2 All fire extinguishers (except ABC type) installed in BHEL House & BHEL CC are likely to be refilled once in a year before or on due date.
- 2.3 Your Service Engineer should check and inspect all the fire extinguishers on monthly basis and as & when required and also submit the report of testing of cylinders.
- 2.4 Marking of refilling date and expiry date should be clearly mentioned on every fire extinguisher.
- 2.5 A mock drill should be organised on quarterly basis to provide training on **How to operate and maintain fire extinguishers** to our security officials.
- 2.6 Any spare part required during the servicing of fire extinguisher shall be supplied by tenderer at no extra cost.
- 2.7 Any refilling of fire extinguisher other than mentioned above, due to any reason will be borne by BHEL.

3.0 TERMS & CONDITIONS

- 3.1 **Validity of Contract:** The contract shall be valid for two years from the date of award.
- 3.2 Bids shall be submitted on or before the due date in two part.
- 3.3 The prices must be quoted in the enclosed price bid format only at **Annexure - I**.
- 3.4 All documents to be submitted should be signed and stamped.
- 3.5 All tools & tackles required for maintenance and testing work shall have to be provided by the tenderer at no extra cost.
- 3.6 The fire extinguishers shall be hydraulically pressure tested at the time of refilling by you as per IS 2190:2010 Code/specifications before refilling etc. and a certificate to this effect shall be enclosed with your bills.
- 3.7 The re-orientation / re-installation including marking, sticker and grouting etc. will be done by you as per our requirement at no extra cost.
- 3.8 The spare parts, refilling material etc. used by you should conform to IS specifications as applicable.
- 3.9 Any machine damaged due to mishandling by the person deputed by the tenderer shall have to be restored back to its original condition by the tenderers at their own cost.
- 3.10 The refilled fire extinguishers etc. shall be inspected by our security officials. In case of any defect(s), you will rectify the defect(s) at no extra cost to BHEL. The testing will be done in our premises in the presence of security official(s) and no extra cost will be paid for the same.
- 3.11 The quantities indicated are approximate and it may vary as per requirement of BHEL from time to time. BHEL reserves the right to increase / decrease the quantity of fire extinguishers by 10%.
- 3.12 Bids with overwriting are liable to be rejected.
- 3.13 The tenderer should comply with all statutory requirements applicable for this contract. The successful tenderer shall pay minimum wages applicable in Delhi or more to their workforce deployed for execution of work. The successful tenderer shall also ensure compliance of PF & ESI Act for their workforce deployed for execution of work.



- 3.14 **Security Deposit:** the tenderer must deposit the required amount of security within 15 days from the date of issue of order in any of the following form. The security deposit shall be 10% of the contract value.
1. Cash (as permissible under income tax act)
 2. Pay order, Demand draft in favour of BHEL
 3. Local cheque of scheduled banks, subject to realization.
 4. Bank Guarantee from scheduled banks/ public financial institutions as prescribed Performa as per **Annexure 'II'**.
 5. 50% in any of the above forms and Balance 50% shall be recovered by deductions from running bills @ 10% of the value of each running bill, till the full Security Deposit is made up. The validity of the Bank Guarantee furnished towards Security Deposit shall be up to the period of order issued. It may be noted that in no case the security deposit shall be refunded or released prior to passing of final bill.
- 3.15 If the services of the successful tenderer are found to be unsatisfactory then the contract may be terminated giving one month's written notice, if the tenderer does not rectify the non-performance notified, within the aforesaid notice period.
- 3.16 Tenders shall be received and opened on the due date and time as mentioned above and opening will be in the presence of tenderers or their authorized representatives who may like to be present. Tenders received after due date & time are liable to be rejected.
- 3.17 Clarifications, if any, of Technical / Commercial nature, can be obtained from the undersigned. Please submit your lowest quotation / offers for the above requirement subject to terms and conditions given above so as to reach the under mentioned on or before the due date mentioned above.
- 3.18 **Validity of Rates:** The accepted rate shall remain firm for the entire duration of contract.
- 3.19 **Validity of Offer:** The offers submitted by the parties shall be valid for a period of 3 months from the date of opening of Part-I bid and 2 months from the date of opening Part-II bid. Price bid opening shall be limited to techno-commercially acceptable bidders only. Further, BHEL reserves the right to reject the offer of bidder(s) without assigning any reason.

4.0 Payment Terms:

- 4.1 The AMC charges shall be paid in arrears on quarterly basis after satisfactory completion of work in each quarter.
- 4.2 Any statutory deduction at source, as applicable, will be deducted from your bills.

5.0 General Terms & Conditions

5.1 **ARBITRATION**

- a) In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL.

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

- b) In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-



In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

5.2 LAWS GOVERNING THE CONTRACT

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

5.3 JURISDICTION OF COURT

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

5.4 DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

- a) If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.



- b) Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

6.0 PROCEDURE FOR SUBMISSION OF SEALED TENDERS

Bids shall be submitted latest by 1430 Hrs on or before the due date (14.09.2012), in two parts as given below, to Sh. Manish Bhaskar, Executive (HR-GAX), Corporate Administration, BHEL House, Siri Fort, New Delhi-110049.

Tenders shall be accompanied with a covering letter giving index interlinking all the documents enclosed and all pages should be signed & stamped and should be as per the instructions given for quoting the bid.

Incomplete tender in any respect, are liable to be rejected.

The offer is to be submitted in two part bid in sealed covers prominently super scribed the tender number and due date and time as mentioned in the tender enquiry. **Envelop I:** This envelop should be clearly marked as Techno-commercial bid and should contain following documents:

- Copies of Certificate of Incorporation / copy of the partnership deed / instrument of Partnership.
- Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2009-10, 2010-11, 2011-12. In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2011-12, CA certificate for the same shall be furnished.
- Copy of acknowledgements of IT return of last three financial years i.e. FY 2008-2009, 2009-10, 2010-11 (AY 2009-2010, 2010-11& 2011-12).
- Copy of PAN Card & Service Tax Registration Certificate Form duly signed and stamped by the bidder.
- Copies of Work Orders / award letters indicating the duration of contract, Quantum of business done along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 31.03.2013 as against S.No.1.3 of Pre-Qualifying Criteria
- Acceptance/ Deviation certificate as per Annexure – III.
- Declaration as per Annexure – IV.
- Complete tender document duly signed and stamped by the bidder

Envelop II: This envelop should contain only price bid format with prices. This envelop should be clearly marked as Price bid.

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(Manish Bhaskar)
Executive (HR-GAX)
Corporate Office, BHEL House,
Siri Fort, New Delhi – 110049.
Phone No: 011-66337438

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BHEL HOUSE, Siri Fort, New Delhi – 110 049

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Price Bid Format

S.No.	Description	Quantity (Nos.)		Total Qty. (No.)	Rate (₹)
	TWO Refilling and Servicing of following during AMC	BHEL House	CC, Parliament Street		
1.	CO ₂ 4.5 Kg capacity	65	04	69	
2.	CO ₂ 3.2 Kg capacity	01	01	02	
3.	CO ₂ 9 Ltr. capacity	05	01	06	
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5.	DCP, 10Kg capacity	45	02	47	
6.	DCP 5 Kg capacity	06	02	08	
7.	Mechanical foam 135 Ltrs capacity with CO ₂ 2.5 Kg capacity	03	00	03	
S.No	Description	Quantity (Nos.)		Total Qty. (No.)	Rate (₹)
	Servicing of following during AMC	BHEL House	CC, Parliament Street		
1.	ABC powder type, 1 Kg	18	00	18	
2.	ABC powder type, 6 Kg	10	00	10	
TOTAL Amount of Package					
Taxes (Applicable as on date)					
Grand TOTAL (including taxes) for AMC of two years					

Note: Taxes (VAT & Service Tax) shall be paid as applicable.

(Signature of vendor with seal)



SECURITY DEPOSIT BANK GUARANTEE

This deed of Guarantee made thisday of two thousand and by(Bank) herein after called the " The Guarantor" (which expression shall unless repugnant to the context or meaning thereof be deemed to include it's successors and assigns) in favour of M/s Bharat Heavy Electricals Limited (A Govt. of India Undertaking) a company incorporated under the Companies Act, 1956, having it's registered office at BHEL House , Siri Fort, Asiad, New Delhi- 110049 through it's office complex at Noida, distt, Gautam Budha Nagar (UP) -201301 herein after called " The Company" (which expression shall unless repugnant to the context or meaning thereof by deemed to include it's successors and assigns)

WHEREAS(herein after referred to as the Contractor) have entered into contract arising out of Letter of Intent no. dt.....(herein after referred to as "the contract") for the construction of with the company.

AND WHEREAS the contract inter-alia provides that the contractor shall furnish to the company a sum of Rs.....(Rupees) towards security deposit for due and faithful performance of the contract in the form and manner specified therein .

AND WHEREAS the contractor has approached the Guarantor and in consideration of the arrangement arrived at between the Contractor and the Guarantor, the Guarantor has agreed to give the Guarantee as hereinafter mentioned in favour of the company.

The Guarantor do hereby guarantee to the company the due and faithful performance, observance or discharge of the Contract by the contractor and further unconditionally and irrevocably undertake to pay to the Company without demur and merely on a demand, to the extent of Rs.....(Rupees.....) against any claim by the company on them for any loss , damage, costs, charges and expenses caused to or suffered by the company by reasons of the contractor making any default in the performance, observance or discharge of the terms, conditions, stipulations or undertakings or any of them as contained in the contract.

The decision of the company whether any default has occurred or has been committed by the contractor in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them as contained in the contract and/ or as to the extent of loss, damage, costs, charges and expenses caused to or suffered by the company by reason of the contractor making any default in the performance, observance or discharge of any of the terms, conditions, stipulations or undertakings or any one of them shall be conclusive and binding on the Guarantor irrespective of the fact whether the contractor admits or denies the default or questions the correctness of any demand made by the company in any Court, Tribunal or Arbitration proceedings or before any other Authority.



The company shall have the fullest liberty without affecting in any way the liability of the Guarantor under this Guarantee, from time to time to vary any of the terms and conditions of the contract or extend time of performance by the contractor or to postpone for any time and from time to time any of the powers exercisable by it against the contractor and either enforce or forebear from enforcing any of the terms and conditions governing the contract or securities available to the company and the Guarantor shall not be released from its liability under these presents by any exercise by the company of the liberty with reference to the matters aforesaid or by reasons of time being given to the contractor or any other forbearance act or commission on the part of the company or any indulgence by the company to the contractor or any other matter or thing whatsoever which under the law relating to sureties would, but for this provision have the effect of so releasing the Guarantor from its liability under this guarantee.

The Guarantor further agrees that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the contract and its claim satisfied or discharged and till the company certifies that the terms and conditions of the contract have been fully and properly carried out by the contractor accordingly discharges this Guarantee, subject however, that the company shall have no claim under this Guarantee after..... i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time, as the case may be) unless a notice of the claim under this Guarantee has been served on the Guarantor before the expiry of the said period in which case the same shall be enforceable against the Guarantor notwithstanding the fact that the same is enforced after the expiry of the said period.

The Guarantor undertakes not to revoke this Guarantee during the period it is in force except with the previous consent of the Company in writing and agrees that any liquidation or winding up or insolvency or dissolution or any change in the constitution of the contractor or the Guarantor shall not discharge the Guarantor's liability hereunder.

It shall not be necessary for the company to proceed against the contractor before proceeding against the Guarantor and the Guarantee herein contained shall be enforceable against them notwithstanding any security which the company may have obtained or obtain from the Contractor shall at the time when proceedings are taken against the Guarantor hereunder be outstanding or unrealized.

Notwithstanding anything contained herein before, our liability under the Guarantee is restricted to Rs (Rupees.....). Our guarantee shall remain in force until....., i.e, (the present date of validity of Bank Guarantee unless the date of validity of this Bank Guarantee is further extended from time to time) unless a claim or demand under this guarantee is made against us on or before.....we shall be discharged from our liabilities under this Guarantee thereafter.

Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts having jurisdictions at New Delhi only.



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

The Guarantor hereby declares that it has power to execute this guarantee and the executants have full powers to do so on behalf of the Guarantor.

IN WITNESS whereof the(Bank) has hereunto set
and subscribed it's hand the day, month and year first, above written,

Signed for and on behalf of the Bank

(Signatory No,.....)

WITNESSES

1. Name and Address

2. Name and Address

Notes:

1. The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
2. The above BG is required to be sent by the executing bank directly to BHEL at the address where tender is submitted/ accepted under seal cover.



Acceptance letter / Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of this tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:
(Give reference to clause Nos. of terms & conditions which are not acceptable)

- 1.
- 2.
- 3.
- 4.
- 5

Note : Deviations may or may not be accepted by BHEL.

Signature
With name, designation & seal of the firm



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

Annexure-V

Declaration

I / We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm / partner or the company.

Signature
With name, designation & seal of the firm