

Bharat Heavy Electricals Limited  
भारत हैवी इलेक्ट्रिकल्स लिमिटेड




NOTICE INVITING TENDER

FOR

SITC of 1 no. FM 200 gas cylinder (120 lit.) along with accessories and Supply of FM-200 (Fire suppressant) gas for FM 200 Gas Suppression system with fire alarm system installed at CDT Noida

Tender Ref. No.: AA:GAX:22:FP:101	Dated: 20.07.2022
Date / Time for submission of tender	By 03:00 PM on 27.07.2022
Date / Time for opening of tender	At 03:30 PM on 27.07.2022
Venue for opening of Tender	2 <sup>nd</sup> Floor, BHEL House, Siri Fort, New Delhi - 110 049

FOR & ON BEHALF OF BHEL,

  
( VIJAY KUMAR )

SR. ENGINEER (HR-GAX)

BHEL HOUSE, SIRI FORT

NEW DELHI 110 049, PHONE: 66337431

To  
M/s Chubb Systems Private Limited,  
No. 8/2, 3<sup>rd</sup> floor, Bren Optimus,  
Dr. M H Marigowda Road, Bangalore, India - 560029

**Kind Attn: Shri Raju Kumar Sarraf (Mob: 9810553821)**

**Sub: SITC of 1 no. FM 200 gas cylinder (120 lit.) along with accessories and Supply of FM-200 (Fire suppressant) gas for FM 200 Gas Suppression system with fire alarm system installed at CDT Noida**

Your sealed offer is invited for SITC of 1 no. FM 200 gas cylinder (120 lit.) along with accessories and Supply of FM-200 (Fire suppressant) gas for FM 200 Gas Suppression system with fire alarm system installed at CDT Noida. The description of items required is listed in the table-1 below:

**TABLE-1**

<b>S No.</b>	<b>Description</b>	<b>UNIT</b>	<b>QTY</b>
<b>1</b>	Kidde Fenwal 120 L CYLINDER ASSEMBLY	Nos	1
<b>2</b>	FM 200 /HFC227 Gas	Kgs	91
<b>3</b>	KF FM200 MASTER ACCESSORY KIT_IN Electric Control Head, 24 V DC Discharge Hose, 2" x 31" Warning Sign - HFC 227ea	Nos	1
<b>4</b>	Installation of new 120 Ltrs FM200 Cylinder & accessories with existing pipeline and manifold	Lot	1
<b>5</b>	Cylinder Straps	Nos	2
<b>6</b>	Loading/Unloading and Shifting of cylinders	Lot	1

**1.0 TERMS AND CONDITIONS**

- 1.1 FM200 Gas cylinder is to be supplied at our Noida Office located at BHEL, HRDI & ESI Complex, Plot No. 25, Sector 16 A, Noida UP.
- 1.2 FM200 Gas for two cylinders should be supplied within a period of 10 weeks from the date of release of Purchase Order by BHEL. **Penalty charges shall be imposed for delay in supply of specific delayed items @ half percent (0.5%) of the cost of delayed items, for every week of delay or part thereof, subjected to a maximum of 10% of the Purchase Order value without BHEL being required to establish and prove the actual loss/ damage suffered by BHEL on account of such delay. This penalty will be deducted from the bill presented by vendor.**
- 1.3 The material is being procured on outright purchase basis.
- 1.4 All tools & tackles required for refilling of FM200 gas in cylinders shall have to be provided by the vendor at no extra cost.
- 1.5 Any machine damaged due to mishandling by the person deputed by the vendor shall have to be restored back to its original condition by the vendor at their own cost.
- 1.6 The prices should be quoted in the **price bid format only at Annexure-A** (enclosed). If the prices will be quoted in any other form and at any other place, then the bid is liable to be rejected.
- 1.7 Bids with overwriting are liable to be rejected.
- 1.8 Offers with deviations from terms and conditions of this tender are liable to be rejected. Deviations, if any, mentioned elsewhere in bid apart from **Annexure-B- "Acceptance letter/ Deviation Certificate"** whether techno-commercial bid or price bid shall be treated as null and void by BHEL.
- 1.9 Bids shall be received and opened on the due date and time and opening will be in the presence of bidder or their authorized representative who may like to be present.
- 1.10 Bids received after due date & time are liable to be rejected.
- 1.11 Clarifications, if any, of Technical / Commercial nature, can be obtained from the undersigned. Please submit your lowest 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.
- 1.12 **Validity of Offer:** The offer (Price Bid) submitted by the vendor shall be valid for a

period of 60 days from the date of opening of bid. Price bid shall be opened only after techno-commercially compliance. Further, BHEL reserves the right to reject the offer of bidder without assigning any reason.

## **2.0 TAXES & DUTIES**

- a) To enable BHEL to avail GST Input tax credit, Contractor(s) shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Contractor(s) only after submission of GST compliant Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
- b) BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
- c) GSTIN of BHEL will be provided to the Contractor(s) along with the work order.
- d) Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- e) Payment to the Contractor(s) will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Contractor(s) by BHEL.
- f) Applicable GST shall also be recoverable from the Contractor(s) in case of LD recovery/penalty on account of breach of terms of contract.

## **3.0 PAYMENT TERMS:**

- 3.1 100% Payment shall be made within 30 days from the date of successful completion of work mention in the table-1 to the satisfaction of BHEL.
- 3.2 Any statutory deduction at source, as applicable, will be deducted from your bills.

## **4.0 CONTRACT LAW, NOTICE AND ARBITRATION**

### **4.1 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.

#### **4.2 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.

#### **4.3 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.

#### **4.4 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.

## **5.0 PROCEDURE FOR SUBMISSION OF SEALED BIDS**

- 5.1 The offer is to be submitted in **single part bid** in sealed cover. This part shall contain the following documents duly signed and stamped:
- a. Price bid as per **Annexure – A**.
  - b. Acceptance letter/ No Deviation certificate as per **Annexure – B**.
  - c. Declaration as per **Annexure – C**.
  - d. Vendor's Details as per **Annexure – D**.
  - e. Complete tender document duly signed and stamped by the bidder.

- 5.2 This sealed cover shall be super scribed with Tender name, Tender No., Due date & Time and submitted to this office.
- 5.3 Bid 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.
- 5.4 Incomplete tender in any respect, are liable to be rejected.

A handwritten signature in black ink, appearing to be 'Jem', is written over a horizontal line at the bottom right of the page.

## Annexure-A

**Subject: SITC of 1 no. FM 200 gas cylinder (120 lit.) along with accessories and Supply of FM-200 (Fire suppressant) gas for FM 200 Gas Suppression system with fire alarm system installed at CDT Noida.**

## PRICE BID

S No.	Description	UNIT	QTY	UNIT RATE (₹)	TOTAL AMOUNT (Excluding GST) (₹)
1	Kidde Fenwal 120 L CYLINDER ASSEMBLY	Nos	1		
2	FM 200 /HFC227 Gas	Kgs	91		
3	KF FM200 MASTER ACCESSORY KIT_IN Electric Control Head, 24 V DC Discharge Hose, 2" x 31" Warning Sign - HFC 227ea	Nos	1		
4	Installation of new 120 Ltrs FM200 Cylinder & accessories with existing pipeline and manifold	Lot	1		
5	Cylinder Straps	Nos	2		
6	Loading/Unloading and Shifting of cylinders	Lot	1		
7	TOTAL SUPPLY & INSTALLATION CHARGES (₹)(Excluding GST)				
8	IGST @18% on Sl. no. 7				
9	GRAND TOTAL (Rs.) (Inclusive of all taxes) (7+8)				

**Note:**

1. Taxes shall be paid as applicable.
2. The prices should be quoted in the price bid format only. If the prices will be quoted at any other place, then the bid is liable to be rejected.

Signature  
With name, Designation & seal of the firm



**Annexure-B**

**Subject: SITC of 1 no. FM 200 gas cylinder (120 lit.) along with accessories and Supply of FM-200 (Fire suppressant) gas for FM 200 Gas Suppression system with fire alarm system installed at CDT Noida**

**Acceptance Letter / No Deviation Certificate**

Notwithstanding anything mentioned in our bid, we hereby accept all technical and commercial terms and conditions of the above tender.

Or

We hereby accept all technical and commercial terms and conditions of the above tender except the following:

(Give reference of Para Nos. which are not acceptable, alongwith the Annexure No. of the relevant document)

1.

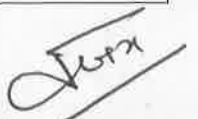
2.

3.

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

"I, \_\_\_\_\_ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. \_\_\_\_\_ dated \_\_\_\_\_. Deviations, if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL."

Signature  
With name, Designation & seal of the firm



**Subject: SITC of 1 no. FM 200 gas cylinder (120 lit.) along with accessories and Supply of FM-200 (Fire suppressant) gas for FM 200 Gas Suppression system with fire alarm system installed at CDT Noida**

**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



**Annexure-D**

**Subject: SITC of 1 no. FM 200 gas cylinder (120 lit.) along with accessories and Supply of FM-200 (Fire suppressant) gas for FM 200 Gas Suppression system with fire alarm system installed at CDT Noida**

**Vendor's Details**

S. No.	Vendor's Details	
1	Name of Vendor/ Party/ Firm	
2	Name of Representative	
3	Postal Address	
4	Phone/ Landline Nos.	
5	Mobile Nos.	
6	Fax No.	
7	E-Mail address	
8	Web Site Address (if any)	
9	Bank details for payment through NEFT/ RTGS	Name of Bank Branch Account No. IFSC No. MICR No.

**Note:** Submit a cancelled cheque for verification of above bank details.

Signature  
With name, Designation & seal of the firm

