



भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
उद्योग क्षेत्र, नई दिल्ली/ Industry Sector, New Delhi  
मानव संसाधन प्रबंध / **Human Resources Management**

ID/ HRM/ A041/ SR-FSS-ENQ  
Date: 01.04.2016

M/s

**Sub: Comprehensive AMC for FM 200 Gas based Fire Suppression System at BHEL, Lodhi Road.**

We have a FM 200 Gas based Fire Suppression System installed in server room of BHEL, Lodhi Road office located in New Delhi. This system is to be maintained in working condition so as to ensure safety of the server room against any kind of fire hazard.

We are inviting offers through tender process from parties who may be interested in executing a comprehensive AMC for maintenance of this system for a period of two years. You are requested to submit your most competitive offer for AMC as per the requirement and terms & conditions of the tender, cited later in this tender enquiry.

**Last date of submission - 23.04.2016 at 1430 Hours**

**Opening of Tender - 23.04.2016 at 1500 Hours**

The FM 200 Gas based Fire Suppression System installed in Server Room of our office i.e. BHEL, Lodhi Road consists of the following:

Sl. No.	Item No	Description	Quantity
1	EST quick start	Addressable Fire Alarm Panel	1
2	RE-120 GRP	Conventional Gas Release Panel	1
3	EST	Addressable Smoke Detector	6
4	SIGA-CR&CT1	Module	4
5	Abort	Abort Switch Conventional	2
6	Release	Release Switch Conventional	1
7	Kidde	FM 200 Cylinder-34 Ltrs	2
8	Kidde	Solenoid Actuator	1
9	Kidde	Pneumatic Actuator and Actuation Hose	1
10		MCP	1
11	EST	Conventional Hooter with Strobe	2
12	Kidde	Nozzle	3


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### **Scope of Work:**

1. Preventive maintenance shall be undertaken once every quarter and preventive maintenance shall include the following:
  - a. Checking of cross zoning by giving smoke at any desired location.
  - b. Checking of status of Gas Suppression panel (Auto / Manual).
  - c. Checking of Solenoid Valve Connections
  - d. Checking of Gas pressure of each cylinder
  - e. Checking of tightness of connections
  - f. Checking of detectors
  - g. Checking of terminations
  - h. Checking of strapping of cylinders
  - i. Checking of indications on fire alarm panels
  - j. Checking of Fire Alarm Control Panel (FACP)
  - k. Servicing of battery
  - l. Checking any signs of wear and tear
  - m. Checking all connectivity
  - n. Safeguarding of compressed gas
  - o. Submission of preventive maintenance report
  - p. Reconfiguration of system (if required)
2. The system shall be overhauled every quarter, including the cleaning and valuation of all the devices.
3. Breakdown maintenance shall be undertaken as and when required and response time must not be more than 24 hours. Response time is defined as the time between the lodging of complaint and reporting of technician (representative of contractor) at BHEL, Lodhi Road premises.
4. In case of a minor break down which is defined for those field devices products / parts which can be repaired / service onsite, the resolution shall be provided within 24 hours from the time of lodging of complaint.
5. In case of a major break down which is defined for those field / control room devices products / parts which cannot be repaired / serviced onsite, the resolution shall be provided by providing a standby or replacement.
6. 4 Preventive Maintenance calls and 8 Nos. of Maintenance calls shall be part of AMC.
7. In case of a breakdown, report has to be submitted by the contractor along with Root Cause Analysis (RCA).
8. In case of any replacement / repair required, the same shall be included except cylinders, actuators and refilling of FM 200 gas.

### **Not in Scope of Work:**

1. Cost of any refilling / top up of FM 200 gas and transportation of cylinders to & from filling plant shall also be borne by BHEL.
2. Wiring and battery shall not be included under AMC.
3. Cylinders and actuators shall not be covered under Comprehensive AMC.
4. Cost of Dump Test, if required, shall be borne by BHEL.

  
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### **Pre-Qualification Requirement (PQR):**

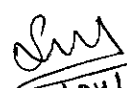
1. The bidder should have PAN card, Service Tax Registration No. and other registration certificates for applicable taxes which are necessary for this type of AMC.
2. The experience of having successfully completed similar Job / services during last 7 years ending on 31.03.2016 should be either of the following:
  - i) Three similar completed jobs / services with value not less than ₹ 72000 each.  
Or
  - ii) Two similar completed jobs / services with value not less than ₹ 90000 each.  
Or
  - iii) One similar completed job / service with value not less than ₹ 144000.

"Similar Job / service" refer to "AMCs / rate contracts for maintenance of FM 200 Gas based Fire Suppression System".

Only work orders and related work completion certificates from the clients shall be submitted as proof against Sl. No. 2 of PQR. For example: If you are qualifying as per Sl. No. 2 (ii), only work orders and related work completion certificates of 2 clients each costing not less than ₹ 0.72 Lakhs shall be furnished. The work completion certificate shall be specific to the work order submitted i.e. the specific contract, value of the job, duration of contract / job and declaration of satisfactory performance shall be indicated in the work completion certificate from the client. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose. BHEL reserves the right to verify the correctness of the certificates of the clients.

### **Evaluation criteria:**

- i) The techno-commercial bids i.e. Part-I submitted by all the bidders will be evaluated first. After techno-commercial evaluation, only the price bids of the bidders who qualify the techno-commercial evaluation will be opened on a subsequent date. The date of opening of price bids shall be intimated to the concerned bidders through email.
- ii) In the price bid, the bidders are required to quote rate in the space provided.
- iii) The ranking of the bidders shall be made on the basis of total amount of AMC for two years quoted by the bidders i.e. value quoted for Sl. No. 1 only in Price Bid format.
- iv) In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 (lowest) rate is arrived.
- v) Work will be awarded to the L1 bidder and final decision of BHEL on evaluation of bidders shall be binding on all the bidders.

  
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## **Procedure for submission of bids**

The bidders must submit their duly completed offers in a sealed envelope (Envelope #1) prominently super-scribed as "Offer for AMC for maintenance of FM 200 Gas Based Fire Suppression System installed in BHEL, Lodhi Road" followed by tender reference and last date for submission of tender.

Inside sealed Envelope #1, two separate sealed envelopes viz. Envelope #2 and Envelope #3 are to contain two parts of the tender "Part-I: Techno-commercial Bid" and "Part-II: Price Bid" respectively. Both the sealed envelopes are to be super-scribed with "Part-I" or "Part-II" whichever is applicable, tender reference and details of the bidder.

### **A. Part-1: Techno-commercial Bid and EMD (Envelope #2)**

The techno-commercial bid shall comprise of

1. Copy of Tender Enquiry Document along with all annexures duly signed in blue ink and stamped on each page as token of acceptance of tender conditions.
2. A copy of unpriced bid (Annexure II) i.e. price bid without the prices.
3. Copy of PAN Card & Service Tax Registration Certificate and other registration certificates for applicable taxes which are necessary for this type of AMC.
4. Copy of acknowledgements of IT return of last three financial years i.e. FY 2012-13, 2013-14 and 2014-15.
5. Copies of Work Orders 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 31.03.2016 as against Sl. No. 4 of Pre-Qualification Criteria. BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.

All the documents in this envelope should be self-attested by the bidder with required stamp. This envelope should be super-scribed as "Part-I: Ref. ID/ HRM/ A041/ SR-FSS-ENQ" followed by bidder details.

The Prices should not be mentioned in the price format in this envelope.

### **B. Part-II: Price Bid (Envelope #3)**

The price bid in the enclosed "Price format" (Annexure-II) needs to be in sealed envelope #3. This envelope should be super-scribed as "Part-II: Ref. ID/ HRM/ A041/ SR-FSS-ENQ" followed by bidder details.

  
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The offer, completed in all respects, has to positively reach the undersigned before 1430 Hours of 23.04.2016 at:

Shlok Nagar  
Engineer (HR-Admin)  
BHEL – Industry Sector  
Integrated Office Complex  
Lodhi Road, New Delhi – 110003

The offers received on or before 1430 Hours of 23.04.2016 shall be considered for opening of Techno-commercial bid scheduled at 1500 Hours on 23.04.2016 in presence of the bidders who may like to be present. Offers received after specified time of submission shall be liable for rejection.

Quotations not received in line with above format are liable to be rejected and the offers received should be valid for a period of 30 days from the last date of submission of bid or extended due date.


After techno-commercial evaluation of the offers, price bid of the bidders who qualify techno-commercial evaluation shall be opened on a later date in presence of the bidders who may like to be present. The date of opening of price bid shall be intimated to the qualified bidders through email / telephone.

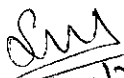
BHEL also reserves the right to reject any or all the bids without assigning any reasons whatsoever.

Before submitting the offers, the bidders are advised to visit and survey the site. For any clarifications regarding the tender, kindly contact the undersigned at 011-41793305 / 011-41793301.

Thanking you.

Yours Faithfully,  
For Bharat Heavy Electricals Limited,

  
01/04/2016  
(Shlok Nagar)

  
01/04/2016

### Terms & Conditions:

1. The work awarded to successful bidder cannot be subcontracted further by the bidder.
2. Security deposit (SD) of 10% of order value shall be deposited by the successful bidder either within seven days from the date of award of work or before start of contract whichever is earlier. SD can also be recovered at the rate of 10% from the running bills. However in such case at least 50% of the SD shall be deposited within specified time and balance 50% may be recovered from the running bills. SD, without interest, shall be refunded after successful completion of contract period.
3. The successful bidder should comply with all statutory requirements applicable including minimum wages act, PF, ESI Act. etc.
4. The validity of contract will be for 2 years. After the period of two years, if the service is found satisfactory, the same contract may be extended for a period of one year at same rates and Terms & Conditions with consent of the contractor for the same.
5. The contractor should ensure that their workforce shall be provided with all safety devices, tools and tackles required while working on the system and all safety precautions are adhered to by their workforce.
6. The contractor has to ensure that the workforce deployed under this contract is insured and BHEL shall have no liability towards them, in case of injury or death.
7. Work force of the contractor will not be entitled for any compensation for any loss/damage suffered by your work force deployed to execute the work under this contract. BHEL shall remain indemnified against any compensation that may arise out of any injury or death to any person deputed by you under this contract.
8. You should ensure that the downtime of the system is not more than 5%. If the downtime is more than 5% in a quarter, a penalty of ₹ 10000.00 shall be imposed for that quarter. Downtime shall be calculated on quarterly basis. For e.g. if system remains completely shut down for 20 hrs in a quarter then downtime shall be =  $20 \times 100 / (24 \times 90) \%$
9. Any complaint shall be attended within 24 hours from the time of complaint lodging otherwise a penalty of ₹ 1000.00 per complaint shall be imposed. While calculating the penalty following holidays shall be excluded: Sundays, National holidays, Holi, Diwali, Christmas, Eid and Guru Nanak Jayanti. For e.g. if a complaint is lodged at 5:00 PM on Saturday and attended at 2:00 PM on immediate Monday then there shall be no penalty. However, if the same complaint is attended on Tuesday then a penalty of ₹ 1000.00 shall be imposed.
10. Payment shall be made on quarterly basis only and after successful completion of quarter. No request for advance payment shall be entertained for any reason.
11. Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.
12. **Termination of Contract:** If at any time the contractor defaults in proceeding with the work with due diligence and continues to do so or commit any default in complying any of the tender terms and conditions even after the notice in writing is given, BHEL may,

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without prejudice to any other right to remedy which shall have accrued or shall accrue thereafter to BHEL, terminate the contract by giving 15 days' notice in writing. The notice will be deemed to have been served as and when sent to the address given in the tender.

BHEL also reserves the right to terminate the contract at any point of time without assigning any reason thereof.

**13. 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.

- 14. 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.

- 15. 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.

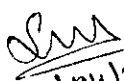
**16. Default/ breach of contract, insolvency and risk purchase**

- a. If the Service Provider / Contractor fails to provide the required services as per the Contract 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 / provide services 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 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

  
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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 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 BHEL may be put to incur or sustain by reason of the 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 Contractor (Service Provider) and if BHEL so desires, may hire such services and in such manner as it deems appropriate, at the risk and cost of the Contractor (Service Provider) and the Contractor (Service Provider) shall be liable to the BHEL for any excess costs provided that the Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Contractor (Service Provider) shall on no account be entitled to any gain on such services.

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

  
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**Price Bid Format**

Sl. No.	Description	AMC Rate per year (in ₹)	Total Amount for two years (in ₹)
1.	<p>Annual Maintenance Charges including supply of required spares for FM 200 Gas based Fire Suppression System and Fire Alarm System installed in Server Room of our office as per the tender terms and conditions.</p> <p>The above AMC shall be inclusive of 04 nos. of Preventive calls and 08 nos. of free maintenance calls in a year.</p> <p>The AMC does not include cylinders, actuators and refilling of FM 200 Gas.</p>		
2.	After 08 nos. of maintenance, the charges per call (inclusive of applicable taxes)		
3.	Kindly indicate the types of applicable Taxes along with the applicable percentages for the AMC		

**Note:**

1. Prices quoted in Sl. No. 1 and 2 should be on all inclusive basis i.e. inclusive of all taxes.
2. Please quote the total amount in figures as well as in words.
3. While evaluation of L1 bidder, prices quoted in Sl. No. 1 shall only be considered and prices / taxes quoted in Sl. No. 2 / 3 shall not be considered.
4. Applicable taxes to be indicated in Sl. No. 3 are only for indicative purpose only.

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**Acceptance Letter / No Deviation Certificate**

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

**Signature**

**With name, Designation & seal of the firm**

  
01/04/2016

**Details of Business**

The Service Provider shall furnish the following information along with Part-1:

1	Name of the Firm / Company	
2	Address for communication	
3	Registered Office, if any :	
4	Telephone No.: (Office) (Mobile) (Fax)	
5	Email ID:	
5	Name of proprietor / partner /Director	
6	Contact Persons:	
7	Whether registered with any Govt. Institution / Undertaking / large corporates of repute. If so, furnish particulars with supporting documents	
8	Experience Certificates with Govt. / Public Sector Undertaking / large Corporate of repute.	

*[Signature]*  
01/04/2016