



**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/ Fire Ext-ENQ  
05<sup>th</sup> October, 2016

To,

**Sub: Annual Maintenance Contract for Fire Extinguishers at BHEL, Lodhi Road, New Delhi**

There are various types of fire extinguishers (cylinders) installed in BHEL, Lodhi Road office. These fire extinguishers are to be maintained in working condition and refilled as and when required.

We are inviting offers through tender process from parties who may be interested in executing an AMC for maintenance of these fire extinguishers for a period of two years. The process will be a two part bid tender i.e. Part-I: Techno-commercial bid to ensure soundness of the bidder and Part-II: Price Bid to achieve most competitive offer from the qualified bidders after techno-commercial evaluation.

You are requested to submit your most competitive offer for AMC as per the requirement and terms and conditions of the tender, cited later in this tender enquiry.

<b>Last date of submission</b>	-	<b>27.10.2016 at 1430 Hours</b>
<b>Opening of Tender</b>	-	<b>27.10.2016 at 1500 Hours</b>

**Scope of Work:**

The scope of work contains the refilling of fire extinguishers for which vendor is required to take out the fire extinguishers from different locations of the building, refill the same and install them back on respective locations. The transportation charges against the refilling of fire extinguishers will be in the vendor scope.

Presently, following types of fire extinguishers are installed in BHEL, Lodhi Road office building to meet out any fire casualties:

- |      |   |   |         |
|------|---|---|---------|
| i)   | 5 Kg. ABC Multipurpose Dry Powder Round Type Cylinder | - | 10 Nos. |
| ii)  | 4.5 Kg. Carbon dioxide (CO <sub>2</sub> ) Cylinder    | - | 15 Nos. |
| iii) | 2 Kg ABC Dry Powder Round Type Cylinder               | - | 21 Nos. |
| iv)  | 2 Kg BC Dry Powder Long Type Cylinder                 | - | 29 Nos. |

  
05/10/2016

### **Earnest Money Deposit:**

An Earnest Money Deposit (EMD) amount of ₹ 1500/- (Rupees One Thousand Five Hundred only) to be submitted by way of either cash/ banker's cheque/ demand draft drawn **in favour of "BHEL"** payable at New Delhi.

**Bids not accompanied with EMD will not be accepted and shall not be considered for further evaluation.**

The EMD of unsuccessful bidders shall be returned within 7 days after award of work to the successful bidder. **No interest shall be payable on EMD amount.**

The EMD shall be forfeited in case of:

- i) After opening the tender and within the offer validity period, the tenderer revokes his tender or makes any modification in his tender which is not acceptable to BHEL.
- ii) The contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.

### **Evaluation criteria:**

- i) The techno-commercial bids i.e. Part-I submitted by all the bidders will be evaluated first. 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.
- ii) In the price bid, the bidders are required to quote item wise rate in Price Bid Format (annexure II) in the space provided.
- iii) The ranking of the bidders shall be made on the basis of total amount calculated for two years from the item wise rates quoted by the bidders.
- 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.

### **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 Fire Extinguishers 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 Earnest Money Deposit" 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.

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05/10/2016

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

The techno-commercial bid shall comprise of

1. Copy of Tender Enquiry Document duly signed in blue ink and stamped on each page as token of acceptance of tender conditions.
2. A duly signed and stamped copy of price bid but **without the prices**.
3. EMD of ₹ 1500/- (Rupees One Thousand and Five Hundred only) in the form of either cash/ banker's cheque/ demand draft in favour of BHEL, payable at New Delhi, must be enclosed in Part-I envelope.
4. Copy of PAN card, Service Tax / Sales Tax / VAT or any other applicable tax registration certificate duly signed and stamped by the bidder.
5. Copy of acknowledgements of IT return of last three financial years i.e. FY 2012-13, 2013-14 and 2014-15.

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/ Fire Ext-ENQ**" followed by **bidder details**.

**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/ Fire Ext-ENQ**" followed by bidder details.

**The offer, complete in all respects, has to positively reach the undersigned before 1430 Hours of 27.10.2016 at:**

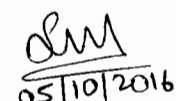
**Shlok Nagar  
Sr. Engineer (HR-Admin)  
BHEL – Industry Sector  
Integrated Office Complex  
Lodhi Road, New Delhi – 110003**

The offers received **on or before 1430 Hours of 27.10.2016** shall be considered for **opening of Techno-commercial bid scheduled at 1500 Hours on 27.10.2016** in presence of the bidders who may like to be present. **Offers received after specified time of submission shall be liable for rejection.**

For any clarifications regarding the tender, kindly contact the undersigned at 011-41793305 / 011-41793301.

Thanking you.

Yours Faithfully,  
For Bharat Heavy Electricals Limited,

  
05/10/2016

(Shlok Nagar)

**Terms & Conditions:**

1. Quotations not received in line with above format are liable to be rejected. Offers without EMD will not be considered for opening. Offers received should be valid for a period of 60 days from the last date of submission of bid or extended due date.
2. The validity of contract will be for 2 years. After the period of two years, the same contract may be extended for a period of one year at same rates and Terms & Conditions on mutual consent basis.
3. The work awarded to successful bidder cannot be subcontracted further by the bidder.
4. BHEL reserves the right to scrap the tender without assigning any reasons whatsoever.
5. The contractor or the work force of the contractor will not be entitled for any compensation for any loss/damage suffered by 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.
6. Security deposit (SD) of 5% of the 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.

If the successful bidder requests BHEL to adjust EMD amount towards SD then balance amount has to be deposited within the specified period. SD, without interest, shall be refunded after successful completion of contract period.

7. Quoted prices shall remain firm during the contract period and nothing extra shall be payable for any reason whatsoever.
8. **Test Certificate:** The successful vendor has to conduct the hydraulically test certificate from the Government Lab or Government approved agencies for the required fire extinguishers and submit the report to the BHEL office. The cost of testing shall be borne by the vendor.
9. **Payment:** Payment of AMC charges i.e. for item no. 1 shall be done half yearly and for refilling charges/accessories the same shall be done within 15 days after receipt of bill.

10. **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.

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05/10/2016

- 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.
11. **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
12. **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.
13. **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 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.

  
05/10/2016

**Price Bid**

Sl. No.	Description of item	Quantity	Rate (in ₹)	Rate (in words)
1	Maintenance of cylinders by providing visit of appropriate technician to check all the cylinder accessories / pressure etc.	04 nos. of preventive maintenance visits per year		
2	<b>Refilling Charges</b>			
(a)	Refilling charges of 5 Kg. ABC multipurpose dry powder round type cylinder	10		
(b)	Refilling charges of 4.5 Kg. BC carbon dioxide (CO2) long type cylinder	15		
(c)	Refilling charges of 2 Kg. ABC dry chemical powder round type cylinder	21		
(d)	Refilling charges of 2 Kg. BC dry powder small long type cylinder	29		
3	HP testing charges of CO2 cylinder, the test should be conducted in Government Lab or Government approved agencies and test report must be submitted to BHEL.	15		
4	Painting of cylinder & pasting of sticker indicating the filling date and next due date.	72		
5	Providing safety sheet for CO2 cylinder (to be provided as and when required)	10		
6	Providing valves for cylinders (to be provided as and when required)	10		
7	Providing pressure gauge suitable for cylinder (to be provided as and when required)	10		
8	Applicable taxes {only percentage(s) to be indicated clearly}			
Total for one year				
Total for two years				

Note: The quoted prices in Sl. No. 1 to 7 are to be on all inclusive basis, i.e. inclusive of all taxes, however any change in applicable taxes shall be paid as per actuals.

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05/10/2016

Authorised Signatory