



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
21th October 2020

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

Dear Sir,

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.

BHEL, Lodhi Road invites 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.

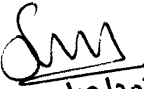
Last date of submission	:	12.11.2020 at 1100 Hours
Opening of Tender	:	12.11.2020 at 1100 Hours
Tender Cost	:	Nil
Earnest Money Deposit	:	₹ 960.00

The sealed bid, complete in all respects, must be dropped in the tender box kept at the reception of BHEL, Lodhi Road latest by 1100 hours of 12.11.2020 at:

BHEL – Industry Sector
Integrated Office Complex
Lodhi Road, New Delhi – 110003

In case of any clarification, the bidder can contact the undersigned over telephone no. 011-41793305 or at email shlok@bhel.in.

For and on behalf of
Bharat Heavy Electricals Limited


21/10/2020
(Shlok Nagar)

श्लोक नागर / SHLOK NAGAR
उप प्रबंधक / Deputy Manager
मानव संसाधन-प्रशासन / HR-Admin
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
BHARAT HEAVY ELECTRICALS LIMITED
उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स, लोधी रोड,
Industry Sector, Integrated Office Complex, Lodhi Road,
नई दिल्ली-110003 / New Delhi-110003

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 (CO2) Cylinder	-	11 Nos.
iii)	2 Kg ABC Dry Powder Round Type Cylinder	-	21 Nos.
iv)	2 Kg BC Dry Powder Long Type Cylinder	-	29 Nos.

Instructions to bidders:

1. Bidders must go through all annexures carefully before submitting the bid.
2. The offer shall be submitted as per the instructions of tender document. One set of tender document duly filled, signed and stamped on each page shall be submitted as detailed further. Tenderer should note specifically that all the pages of tender document, including the NIT page for this particular tender shall be submitted by them (after signing/ stamping on each page) as a part of their offer. In case of any clarification, bidder may contact this office.
3. The tenderer should accept all terms & conditions of the tender unconditionally. Bids with deviations from terms and conditions of the tender shall be rejected.
4. In case any typing error/other clerical errors is noticed by the tenderer, in the tender documents, the same must be pointed out and got clarified before submission of offer, or else, BHEL's interpretation shall prevail and shall be binding on the tenderer.
5. No overwriting / correction in tender documents by tenderer shall be allowed. However, if correction is unavoidable, the same must be countersigned.
6. Only rate shall be quoted in Price Bid format and nothing else. Rates must be quoted in figures as well as in words. In case the rates in figures differ from the rates written in words, then the rates in words will be treated as valid rate. Any other terms and conditions mentioned in the Price Bid shall make the offer liable for rejection.
7. The price must be quoted in the enclosed Price Format Only. Price bids containing rates not written in words shall be liable for rejection.
8. The prices quoted should be firm and no revision of prices will be entertained after the tender is opened.
9. Tender must be submitted in a sealed envelope which has to be super-subscribed with NIT no. and due date written on the envelope and the bidder contact details.
10. Quotation shall be received up to 1100 hours on 12.11.2020, tenders received late /in open condition/ not meeting the tender condition / incomplete in any respect are likely to be rejected.


21/10/2020

11. Validity of offer will be 30 days from the date of opening of tender.
12. BHEL reserves the right to accept or reject any or all offers without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter.
13. A bidder may visit BHEL office on any working day from 22.10.2020 to 11.11.2020 between 0900 Hrs to 1700 Hrs. Any queries regarding this tender may be clarified from Dy. Manager (HR-Admin) over telephone no. 011-41793305 or at email shlok@bhel.in.

Pre-Qualification Requirement (PQR):

1. EMD amount of ₹ 960.00 (Rupees Nine Hundred and sixty only) needs to be deposited through NEFT. The bank account details of BHEL for NEFT are enclosed as Annexure V. The bidder is required to enclose a copy of the acknowledgement of NEFT payment along with their bids. Bids without EMD will not be accepted and shall not be considered for further evaluation.

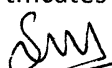
The EMD of unsuccessful bidders shall be returned after award of work to the successful bidder. No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

- v) After opening the tender, the bidder revokes his bid within the validity period or increases his earlier quoted rates.
 - vi) The successful bidder does not commence the work within the period as per LOI / contract. In case the LOI / contract is silent in this regard then within 15 days after the award of contract.
2. The bidder should have PAN card and GST Registration No.
 3. The experience of having successfully completed similar Job / services during last 7 years ending on 31.10.2020 should be either of the following:
 - i) Three similar completed jobs / services with value not less than ₹ 19,200 each.
OR
 - ii) Two similar completed jobs / services with value not less than ₹ 24,000 each.
OR
 - iii) One similar completed job / service with value not less than ₹ 38,400.

“Similar Job / service” refer to “Annual Maintenance Contract for Fire Extinguishers”.

Only work orders and related work completion certificates from the clients shall be submitted as proof against Sl. No. 3 of PQR. For example: If you are qualifying as per Sl. No. 3 (ii), only work orders and related work completion certificates of 2 clients each costing not less than ₹ 24,000 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.


21/10/2020

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 Annual Maintenance Contract for Fire Extinguishers at BHEL, Lodhi Road, New Delhi" 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, including unpriced bid, duly signed in blue ink and stamped on each page as token of acceptance of tender conditions.
2. Acknowledgement of deposit of EMD of ₹ 960.00 (Rupees Nine Hundred and sixty only) by way of NEFT in favour of BHEL, New Delhi, must be enclosed in Part-I envelope.
3. Copy of PAN and GST Registration Certificate duly signed and stamped by the bidder.
4. Copy of acknowledgements of IT return of last three financial years i.e. FY 2017-18, 2018-19, 2019-20. In case of unavailability of documents for financial year 2019-20, documents pertaining to FY 2016-17 shall be furnished.
5. Copies of relevant work orders as per Sl. No. 3 of PQR.

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.

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-IV) 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 be positively dropped in the tender box kept at reception of BHEL, Lodhi Road before 1100 Hours of 12.11.2020 at:

BHEL – Industry Sector
Integrated Office Complex
Lodhi Road, New Delhi – 110003


21/10/2020

The offers received on or before 1100 Hours of 12.11.2020 shall be considered for opening of Techno-commercial bid scheduled at 1100 Hours on 12.11.2020 in presence of the bidders who may like to be present. Offers received after specified time of submission shall be liable for rejection.

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

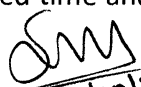
Before submitting the offers, the bidders are advised to visit and survey the site. For any clarifications regarding the tender, kindly contact the undersigned at 011-41793305 / 011-41793301.

Evaluation criteria:

1. On the date of opening of tender, only technical bid shall be opened in presence of the bidders who would like to be present.
2. 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 separately.
3. In the Price Bid, the bidders are required to quote item wise rate for each type of item mentioned in Price Format (Annexure IV) in the space provided.
4. The ranking of the bidders shall be made on the basis of total amount calculated on the basis of item wise rates quoted by the bidders.
5. 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.
6. Work will be awarded to the L1 bidder and final decision of BHEL on evaluation of bidders shall be binding on all the bidders.

Terms & Conditions of the contract:

1. 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 three months at same rates and Terms & Conditions on mutual consent basis.
2. The work awarded to successful bidder cannot be subcontracted further by the bidder.
3. 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.
4. 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.


21/10/2020

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.

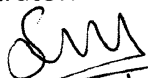
5. **Termination of contract:** If at any time the contractor defaults in performance of the work with due diligence and continues to do so or commit any default in complying any of the tender terms and condition even after the notice in writing is given, BHEL may, without prejudice to any other right 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 served as and when sent to the address given in the tender. In such a case, the Security Deposit shall be forfeited.
6. No excuses like hindrance because of extreme weather conditions, non-availability of labour and material etc. will be entertained for not providing services on time.
7. All necessary precautions with respect to safety at site and environmental aspects and their impacts shall have to be taken by the contractor for activities performed by his workers.
8. **Test Certificate:** The contractor has to submit test certificate issued by the Government Labour Government approved lab for each of the fire extinguisher that needs to be hydraulically tested 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 of Annexure IV 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.

- 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.


21/10/2020

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.


21/10/2020

DETAILS OF BUSINESS

1	Name of the firm	
2	Type of firm (Tick the correct one)	Company / Proprietorship / Partnership / Others
2	Address for communication	
3	Registered Office, if any:	
4	Telephone No. (Office) (Res) (Mobile) (Fax)	
5	Name of Proprietor/partner	
6	Contact person: Mobile: Email ID:	

Signature and Seal of Authorised Signatory


 21/10/2020

ACCEPTANCE LETTER / NO DEVIATION CERTIFICATE

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

Or

We Hereby accept all terms and conditions of the above tender except the following:

(Give reference to clause Nos. of Terms & Conditions Which are not acceptable)

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

Note: Any deviation specified elsewhere in the tender shall not be considered. Deviations may or may not be accepted by BHEL.

Signature and Seal of Authorised Signatory


21/10/2024

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 and Seal of Authorised Signatory


21/10/2020

Price Bid Format

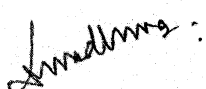
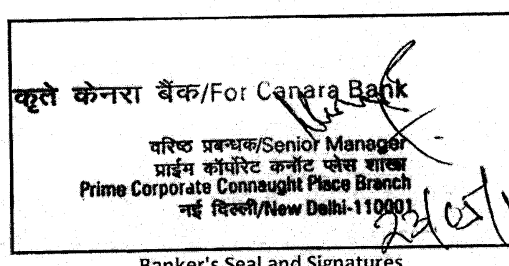
Sl. no.	Description of item	Qty in two years	Rate	Amount	Amount in Words
1	Maintenance of cylinders by providing quarterly visit by an appropriate technician to check all the cylinders/ accessories / pressure in each type of cylinder etc.	8			
2	Refilling charges of 5 Kg ABC multipurpose dry powder round type cylinder	20			
3	Refilling charges of 4.5 Kg BC carbon dioxide (CO2) long type cylinder	22			
4	Refilling charges of 2 Kg ABC dry chemical powder round type cylinder	42			
5	Refilling charges of 2 Kg BC dry powder small long type cylinder	58			
6	HP testing charges of CO2 cylinders, the test should be conducted in Government Lab or Government approved agencies and test report must be submitted to BHEL.	11			
7	Painting of cylinders	71			
8	Pasting of stickers by indicating the filling date and next due date	142			
9	Providing safety sheet for CO2 cylinder (to be provided as and when required)	10			
10	Providing valves for cylinders (to be provided as and when required)	10			
11	Providing pressure gauge suitable for cylinder (to be provided as and when required)	10			
Total amount without taxes					
Applicable Taxes to be indicated in percentage				___ %	

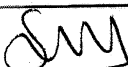
Note: The quoted prices in above table are to be without taxes and applicable taxes shall be paid extra.

Authorised Signatory


21/10/2020

EFT MANDATE (DULY CERTIFIED BY BANKER)

Bank Name	CANARA BANK		
Bank Branch Address	PRIME CORPORATE BRANCH -II, WORLD TRADE TOWER, BARAKHAMBA LANE, NEW DELHI		
Branch Code	1942	MICR No	110015097
Swift Code	CNRBINBBIFD		
IFSC for RTGS	CNRB0001942		
IFSC for NEFT	CNRB0001942		
Beneficiary's Name	BHARAT HEAVY ELECTRICALS LIMITED INDUSTRY SECTOR INTEGRATED OFFICE COMPLEX, LODHI ROAD NEW DELHI - 110003		
Beneficiary's Account Number	0307201003847		
Type of Account	CURRENT ACCOUNT - GENERAL		
We hereby certify that information given above (Bank Details) are true and correct			
We certify that the particulars mentioned above are true and correct and we will be responsible if any of the information stated above found to be incorrect at a later date. We also confirm that, any changes in the above details occurring in future, shall be informed to you immediately.			
Yours Faithfully			
Sign			
Name:	दीपक वधवा / DEEPAK WADHWA		
Designation:	वरिष्ठ लेखाधिकारी / Senior Accounts Officer भारत हेवी इलेक्ट्रिकल्स लिमिटेड उद्योग क्षेत्र, एकीकृत कार्यालय कॉम्प्लेक्स लोधी रोड, Industry Sector, Integrated Office Complex, Lodhi Road, नई दिल्ली-110003 / New Delhi-110003		
		कृते केनरा बैंक/For Canara Bank  वरिष्ठ प्रबंधक/Senior Manager प्राइम कॉर्पोरेट कनेक्ट प्लेस शाखा Prime Corporate Connaught Place Branch नई दिल्ली/New Delhi-110001 22/05/20	
Banker's Seal and Signatures			


21/10/2020