TENDER DOCUMENT (VOLUME 1)

TECHNICAL BID

APPOINTMENT OF AGENCY FOR ROUND THE CLOCK MAINTENACE AND OPERATION OF FIRE FIGHTING SYSTEM IN BOTH BUILDINGS NAMELY MANAK BHAVAN AND MANAKALAYA AT BIS HQs.

ISSUED	TO	:	M/s.							

Bureau of Indian Standards

9, Bahadur Shah Zafar Marg, New Delhi – 110 002

Our Ref: Security/5

Date____

Subject: Tender for appointment of Agency for Round the Clock Maintenance and operation of Fire Fighting System in both buildings namely Manak Bhavan & Manakalaya at BIS HQs.

Dear Sir,

Sealed Tenders are invited for appointment of Agency for round the clock maintenance and operation of Fire Fighting System consisting of following main equipments at this office upto 1500 hrs on or before_____

- i) Wet Riser Hydrant System,
- ii) Sprinkler system in the basements
- iii) An Electric Pump of 70 HP
- iv) A Jockey Pump of 15 HP
- v) Terrace Pumps
- vi) Automatic smoke detection system
- vii) Manual Alarm System
- viii) Portable Fire Extinguishers as per detail given below:

	Type	Quantity
i)	CO2 - 4.5 kg	32
ii)	Water CO2 - 9 litre	16
iii)	ABC Dry - 5 litre	13
	TOTAL:	61

- ix) P.A. System
- x) Talk Back System

- xi) Diesal Pump Setting with Battery (2 Nos.)
- xii) Yard Hydrants
- xiii) Floor Hydrants
- xiv) 62.5 KVA Diesal Gen Set Engine Driven alongwith 2 Nos. of batteries and AMF Panel including servicing of Diesal Genset as per manufacturer's manual as and when required through authorized agencies, Consumables like lube oil & parts will be supplied by BIS.

Any other ancillary equipment and fittings

Tender Document is enclosed, indicating all necessary terms and conditions. This may be care fully read before submitting the tender. Bidders are requested to deposit Earnest Money of Rs. 10,000/- by PO/DD in favour of Bureau of Indian Standards along with the technical bid.

Thanking you,

Yours faithfully

(Anuj Kumar)
Director (Administration)

Encl: As above

DRAFT ARTICLES OF AGREEMENT

Made at ----- between Bureau of Indian Standards (hereinafter referred to as the employer which expression shall include his, heirs, Executors, Administrators & Assigns) of the one part and trading in the name and style of (hereinafter referred as the contractor which expression shall include his, heirs, executors, Administrators & Assigns) of the other part WHEREAS the Employer is desirous for appointment of agency for Round the Clock Maintenance & Operation of Fire Fighting System in both buildings namely Manak Bhavan & Manakalaya as per the terms & conditions mentioned in the Tender Document. WHEREAS the said Document, specifications and the Priced Schedule of Quantities have been signed by or on behalf of the parties hereto and WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth herein (hereinafter referred to as "the said Conditions") the work shown upon "in the said Document" and described in "the said Specifications" and the said "Priced Schedule of Quantities".

- at the respective rates mentioned in the Priced Scheduled of Quantities attached
- for the lumpsum amount of Rs
 (hereinafter referred to as the contract "Amount").

And WHEREAS the Contractor has deposited.

Rs (Rs) with the Employer for the due performance of the Agreement.

NOW IT IS HEREBY AGREED AS Follows:

- In consideration of the payments to be made to the contractor as hereinafter provided he shall upon and subject to the said conditions execute and complete the works shown upon the said terms & conditions in the Tender Document, schematics and described in the Specifications and the said Priced Schedule of Quantities.
- 2. The employer shall pay the Contractor such sums as shall become payable hereunder at the times and in the manner specified in Clause No. 9 of the Tender Document of contract.
- 3. The said contract comprises of Maintenance & Operation of Fire Fighting System consisting of Fire Hydrants, Sprinklers, Fire Alarm System, Portable Fire Extinguishers, Wet riser, Down Comers etc. in both buildings namely Manak Bhavan & Manakalaya.
- 4. The employer reserves himself the right of altering the scope and condition of the contract for the satisfactory performance of the same.

5. The said conditions shall be read and construed forming part of this Agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulated and perform the agreements on their parts respectively in such conditions contained.

AND WHEREAS the following documents shall form part of and be construed and read as part of this agreement.

a)

b)

Such correspondence documents which are made before award of work shall become part
 of this agreement.

e)

f)

g)

6. The several parts of this Contract have been read to us and fully understood by us. As witness our hand this day of 2005.

Signed by the said

In presence of

Signed by the said Employer

In presence of Contractor

BUREAU OF INDIAN STANDARDS

TENDER DOCUMENT

Subject: APPOINTMENT OF AGENCY FOR ROUND THE CLOCK MAINTENANCE AND OPERATION OF FIRE FIGHTING SYSTEM CONSISTING OF FIRE HYDRANT, SPRINKLER, FIREALARM SYSTEM AND PORTABLE FIRE EXTINGUISHERS AT BIS HQS.

1. Sealed Tenders are invited for appointment of Agency for round the clock maintenance and operation of Fire Hydrant, Sprinkler, Fire alarm system and Portable Fire Extinguishers in both buildings of Bureau of Indian Standards, 9, Bahadur Shah Zafar Marg, New Delhi.

2. PROCEDURE OF SUBMITTING THE TENDER

- 2.1 Two-bid system would be adopted, One part of bid shall be Technical Bid and second part a Price Bid.
- 2.2 The technical bid shall consist of information pertaining to Technical qualifications of the contractor.
- 2.3 Technical bid will be opened first for assessment of Technical qualification and competence of the contractor.
- 2.4 Price bid shall be opened for only those contractors who are found successful in the process of technical assessment by this office.
- 2.5 Technical Bid and Price Bid may be put in two different envelopes and sealed.
- 2.6 Both sealed envelopes, containing Technical Bid and Price Bid may be put in a third envelope and third envelope may also be sealed and submitted to this office.

- 2.7 All the three envelopes must bear the Name & Address of Contractor and addressed to Director (Administration), 9 Bahadur Shah Zafar Marg, New Delhi-110002. Indication of Price Bid and Technical Bid on each envelope should also be made.
- 2.8 Technical bid shall be opened on_____at 1530 h in the presence of such tenderer or their authorized representatives who may like to be present.
- 2.9 Date of opening of Price Bid shall be communicated separately.

3. SPECIAL CONDITIONS OF CONTRACT

- 3.1 The conditions under this contract will cover maintenance, operation, rectification, modification and/or any other job not included in the scope as may be directed by Director General, Bureau of Indian Standards.
- 3.2 BIS Buildings have following main installations for its fire safety in both buildings, Manak Bhavan & Manakalaya, cover under this contract:
 - i) Wet Riser Hydrant System,
 - ii) Sprinkler system in the basements
 - iii) An Electric Pump of 70 HP
 - iv) A Jockey Pump of 15 HP
 - v) Terrace Pumps
 - vi) Automatic smoke detection system
 - vii) Manual Alarm System
 - viii) Portable Fire Extinguishers as per detail given below:

Quantity
32
9 litre 16
litre 13
61

- ix) P.A. System
- x) Talk Back System
- xi) Diesal Pump Setting with Battery (2 Nos.)
- xii) Yard Hydrants
- xiii) Floor Hydrants
- xiv) 62.5 KVA Diesal Gen Set Engine Driven alongwith 2
- xv) Nos. of batteries and AMF Panel including servicing of Diesal Genset as per manufacturer's manual as and when required through authorized agencies,

Consumables like lube oil & parts will be supplied by BIS.

Any other ancillary equipment and fittings

- 3.3 The successful bidder shall prepare an operation & maintenance manual laying down the schedule of work for daily/weekly/monthly basis, and get this approved from BIS.
- 3.4 The contractor shall maintain daily log books to record the observations and services offered every month, which shall be signed jointly by the representative of the contractor and the authorized representative of BIS.
- The contractor shall serially number each of the equipment 3.5 like Hydrant, Sprinkler, Detector valves, Fire Extinguishers Control Panels etc. These should be entered into the logbook and against appropriate item, the observation on testing or operation should be recorded. In case of any defective component/extinguisher or defect being noticed in any one of the systems the contractor's representative shall forthwith bring it to the notice of the management in writing, indicating the nature of the defect and the approximate cost of the rectification/replacement of damaged components. No extra charges shall be paid for dismantling damaged the unserviceable component/equipment and resetting the same after fitting new component etc. This is deemed to have been included within the total contracted value.
- 3.6 Competent service technicians shall be required to attend breakdown calls as and when intimated within the least possible time not more than 8 hours in any case, including Sundays and other Government holidays. There will be no limit to breakdown calls. For this purpose, the contractor shall leave the emergency Telephone Nos with the

- management of BIS on which he can be contacted during non-working hours.
- 3.7 A person to be nominated by the contractor to whom all the complaints can be registered for compliance in his office the same time Fire Supervisor shall also be informed. The contractor should have a built in labour cost for the rectification works to be carried out side in case his down manpower is not able to rectify the system as a whole at the building itself.
- 3.8 The contractor shall provide round the clock service by trained manpower as mentioned below:
 - ➤ In each shift, there will be one fire supervisor/shift incharge, one fire pump operator and one fireman. Both pump operator and fireman shall be technically qualified.
- 3.9 The supervisor must be sufficiently qualified person having passed the Sub-officers course from National Fire Service College (NFSC), Nagpur with three years experience or have passed fire supervisor's course from DIFR or equivalent. The Fire supervisor must be suitably trained to handle control panels of Alarm system and panel of Fire pump.
- 3.10 The Fire supervisor shall be responsible to make at least one round of the entire complex **DAILY** and to ensure that the Fire Protection system/equipment etc are in working order. After going round the complex he should record his observation in the logbook, which shall be signed by himself and countersigned by the BIS Officer once every week.
- 3.11 The fire staff shall be on duty for 365 days round the clock, irrespective of the holidays and Sundays. All leave and sickness reserves shall be arranged by the contractor from his own resources and such persons deputed shall also

- be similarly qualified/experienced. BIS does not favour any person doing continuous duty for 2 shifts. However, the responsibility of allowing the staff to work continuous overtime shall be that of the contractor.
- 3.12 The contractor shall maintain an attendance register, which will be signed by the Fire Officer/supervisor of the contractor. Attendance Register will be checked by the BIS authority as needed.
- 3.13 A total of three fire staff shall be deployed in each shifts (Total three shifts of eight hours each). The Shift Incharge in each shift shall not leave the work at site unless his reliever reports.
- 3.14 In addition to the routine staff, the contractor shall mobilize additional manpower in order to rectify the defects when needed, and maintain the equipment in working condition all the times. For major repair, the contractor shall do the procurement of any components/spare parts/refills etc. and arrange to make the system ready again within a maximum period of 12 hours. It will be paid extra on the basis of actual cost of the labour and material involved plus 10% of contractor's profit.
- 3.15 The contractor shall prepare check sheets and get them approved from BIS.
- 3.16 Certain modification which may be necessary for efficient functioning of equipments as per recommendation of the manufacturer of equipment/component. The contractor shall not charge any extra money for such works. However,

- any component, part of equipment required to be purchased in this connection, it will be paid extra, at a cost already indicated in schedule of items, or if not covered by the above schedule, at his cost price plus 10% profit.
- 3.17 The contract shall be valid for a period of one year i.e 12 months and may be extended further after prior approval of Competent Authority of BIS. (If services are found satisfactory)
- 3.18 The contractor shall specify his total annual fee for the entire job including payment to the fire personnel engaged by him. He should also supply break-up of fee to be paid for the manpower to be supplied and separately for the material and equipment supplied.
- 3.19 Elementary fire fighting training alongwith building evacuation drill to be conducted once in a quarter, during which 10% of the total quantity of fire extinguishers to be operated. All the refills of the extinguishers after such exercise, to be replaced by the contractor at his own cost. All such refills must bear ISI marking where applicable.
- 3.20 The contractor shall run the Electric Pump both on the terrace as well as on ground floor as per schedule. Any small quantity of oil, grease etc. required for this purpose shall be supplied by the contractor at his own cost.
- 3.21 The contractor shall provide all tools and plants for the purpose of the work themselves.
- 3.22 The contractor shall be solely responsible for enforcement of the provisions of various labour and industrial laws, such as, minimum wages allowances, compensations, PF, Bonus, Gratuity, ESI, Service tax etc. relating to personnel deployed by him or to any accident caused to them. However, increase on account of statutory levies, like minimum wages, service tax etc shall be borne by BIS.

4. GENERAL TERMS & CONDITIONS

- **4.1** Tender shall remain valid for 90 days from the date of opening of Technical Bid.
- 4.2 The contract shall be awarded for a period of one year and may be extended further, if services are found satisfactory after prior approval of Competent Authority of BIS.
- 4.3 Intending Tenderers are advised to visit the site of work before quoting so as to be familiar with the site conditions. No extra charges would be payable due to additional cost involved for adverse site condition (if any).
- 4.4 Firms without having previous experience about fire alarm system, hydrant system/wet riser system shall not be considered.
- 4.5 BIS reserves the right to accept or reject any tender either in whole or in part without assigning any reason for doing so and does not bind to accept the lowest or any tender.
- 4.6 Tenders sent by Registered Post will not be accepted.
- 4.7 If the work is not carried out as per terms of the contract, BIS has the right to terminate the contract by giving prior notice of one month.
- 4.8 The contractor shall be wholly responsible for theft, burglary, fire or any other mischief done by their staff.
- 4.9 The contractor shall abide by the requirements of security department of BIS and strictly follow the security regulations.
- 4.10 It may be noted that payment is to be made by the firm to the staff engaged by them on the basis of minimum wages act revised from time to time the contractor shall also take into consideration any statutory orders of GOI regarding minimum wages act and other labour law. BIS shall not take

- any responsibility in this regard. Firm should quote the rates keeping in view the statutory requirements and minimum wages act, failing which tenders are liable to be rejected.
- **4.11** The staff deployed by the contractor shall be disciplined, polite and courteous and shall not misbehave with any of BIS staff members. They will not enter into any unlawful activities in the premises.
- **4.12** BIS security staff will have the right to check, search or interrogate any of contractor's staff while entering/leaving the BIS premises for purpose of duty.

- 5. DOCUMENTS TO BE SUBMITTED ALONGWITH THE TECHNICAL BID FOR ASSESSMENT.
- **5.1** Envelope No. 1 shall be called Technical Bid and contain following documents. Each page should be duly signed by tenderer as a token of their acceptance of the technical and contractual detail.
- 5.2 The envelope 1 shall also contain Earnest Money Deposit in form of crossed demand draft of Rs. 10,000.00 (Rupees Ten thousand) in favour of Bureau of Indian Standards, New Delhi.
- **5.3** A forwarding letter of the contractor should contain the following annexures in support of their eligibility:
- Annex 1 Documents indicting the set up of organization,
 Partnership, proprietorship, Pvt Ltd, Public Ltd
 etc.
- Annex 2 Valid enlistment with CPWD/MES/Railways/
 Public Sector Undertakings, other Government bodies
- Annex 3 Details of works of similar nature carried out in

 Central or State Government bodies/
 departments, Public Sector Undertakings, MES,
 Railways in the last 5 years.
- Annex 4 Details of tools, tackles, plant, machinery and technical personnel available with the organization.
- Annex 5 Copy of registration with Works Contract Cell of Sales Tax Department, NCT of Delhi.

- Annex 6 Proof of having achieved average financial

 Turnover of Rs. 5 lacs in the previous 3 financial

 Years ending 31 March 2005.
- Annex 7 List of ongoing works with their financial value
- Annex 8 List of arbitration cases (In case if no arbitration case, a Nil report should be submitted)

This envelope shall be superscripted "ENVELOPE-1" TECHNICAL BID for Maintenance and operation of Fire System"

Price bids of Tenderer who do not fulfill the above requirements shall not be opened. The required documents should be submitted strictly as prescribed. Original documents may be required for verification of the above claims at the time of opening the technical bids.

6. DOCUMENT TO BE INSERTED INTO PRICE BID.

- Envelope No. 2 shall contain only the prices duly filled in and signed by the tenderer.
- > The tenderer in this Envelope shall indicate no commercial or technical condition or qualification of any sort, otherwise the tender shall be summarily rejected.
- This envelope shall be super scribed "ENVELOPE 2-PRICE BID

7. EARNEST MONEY

7.1 Bidders are requested to deposit Earnest Money of Rs. 10,000.00 by Demand Draft in favour of Bureau of Indian Standards along with the Technical Bid, which will remain with BIS upto the time of award of contract. However, no interest shall be payable on Earnest Money. Earnest Money of successful bidder shall be adjusted against the Security Deposit.

8. SECURITY DEPOSIT

8.1 Successful Contractor would be required to deposit an amount of Rs. 30,000.00 as Security Deposit through a bank guarantee or bank draft in favour of Bureau of Indian Standards. No interest shall be payable on the Security Deposit Money. This would remain with the Bureau for the period of contract.

9. PAYMENTS

- 9.1 Total charges except the charges for the material supplied will be divided into twelve equal monthly installments and payment made every month after raising the necessary bill for the same by the contractor.
- 9.2 All payment shall be made after deducting income tax or any other taxes as per GOI order from time to time.
- 9.3 The payment for the material will be made on the basis of actual requirement and actual material used at site. Payment of the invoices shall be done after satisfactory report of officers of BIS.

- 10. For clarifications, if any please contact Director (Administration), Bureau of Indian Standards, Manakalaya, 9 Bahadur Shah Zafar Marg, New Delhi-110002 (Telephone No. 2323 1875) on any normal working day between 1000 h to 1700 h.
- 11. Sealed quotations complete in all respect should be addressed to Director (Administration), Room No. 406 Manakalaya, Bureau of Indian Standards, 9 Bahadur Shah Zafar Marg, New Delhi-110002. The envelope containing the Technical Bid and Price Bid should be superscripted `TENDER FOR MAINTENANCE AND OPERATION OF FIRE FIGHTING SYSTEM.' It would reach to this office on or before 1500 h on_____, which would be opened on the same day at 1530 h in the cabin of Director (Administration) in Room No. 406 Manakalaya. The representative of bidding firm is welcome to be present at the time of opening of the Technical Bid.
- **12.** Bureau of Indian Standards has the right to reject any or all tenders without assigning any reason and without informing the tenderer.

13. CONTRACTOR'S EMPLOYEES

The contractor shall employ technically qualified and competent supervisors for the work who shall be available throughout the working hours to receive and comply with instructions of the employer/Consultant. The contractor shall engage at least one experienced Engineer as site-in-charge for execution of the work. The contractor shall employ in connection with the work persons having the appropriate skill or ability to perform their job efficiently

The contractor shall comply with the provisions of all labour legislation including the requirement of

- a) The payment of Minimum Wages Act
- b) Employer's Liability Act
- c) Workmen's Compensation Act
- d) Contract labour (Regulation & Abolition) Act, 1970 and Central, Rules 1971
- e) Apprentices Act.
- f) Any other Act or enactment relating thereto and rules framed there under from time to time.

The contractor shall keep the Employer saved, harmless and indemnified against claims if any of the workmen and all costs and expenses as may be incurred by the Employer in connection with any claim that may be made by any workmen. Licences to be obtained from statutory authorities in connection with the above by the contractor as per rules.

The Firm should be registered with Delhi Fire Services (DFS), Delhi Govt.

Staff of the Agency should be covered under Life Insurance Corporation (LIC) scheme by the Agency.

Anti Fire clothes, shoes, gloves etc. shall be provided to the staff by the Agency/Firm.

14. DAMAGE TO PERSONS AND PROPERTY INSURANCE ETC

The contractor shall be responsible for all injury to the work or workmen to persons, animals or things and for all damages to the structural and/or decorative part of property which may arise from the operations or neglect of himself or any of his employees. Whether such injury or damage arise from carelessness, accident or any other causes whatsoever in any way connected with the carrying out of this contract. The contractor shall indemnify the Employer and hold harmless in respect of all and any expenses arising from any such injury or damages to persons or property as aforesaid and also in respect of any claim made in respect of injury or

damage under any acts of compensation or damage consequent upon such claim.

The contractor shall reinstate all damage of every sort mentioned in this clause, so as to deliver the whole of the contract works complete and perfect in every respect and so as to make good or other wise satisfy all claims for damages to the property.

The employer shall be at liberty and is hereby empowered to deduct the amount of any damages, compensations, costs, charges and expenses arising or accruing from or in respect of any such claim or damages from any sums due or to become due to the contractor.

ARBITRATION

- 15. That in case of any dispute or differences arising under the terms of this contract, the same shall be settled by reference to arbitrator by a sole arbitrator to be appointed by the Director General, Bureau of Indian Standards in accordance with the provisions of the Indian Arbitration Act. The venue of Arbitrator shall be at New Delhi..
- **16.** In case of any dispute between the parties out of this contract, the court of Delhi will have the jurisdiction.

(Anuj Kumar)
Director (Administration)

TENDER DOCUMENT (VOLUME II)

FINANCIAL BID

APPOINTMENT OF AGENCY FOR ROUND THE CLOCK MAINTENANCE AND OPERATION OF FIRE FIGHTING SYSTEM IN BOTH BUILDINGS NAMELY MANAK BHAVAN AND MANAKALAYA AT BIS HQs.

ISSUED TO M/S.		

Bureau of Indian Standards 9, Bahadur Shah Zafar Marg, New Delhi – 110 002

TENDERS TO BE SUBMITTED ON OR BEFORE 1500 HRS ON

The Director General Bureau of Indian Standards Manak Bhavan 9, B.S. Zafar Marg New Delhi – 110 002

NAME OF WORK: MAINTENANCE & OPERATION OF FIRE FIGHTING SYSTEM IN BOTH BUILDINGS

MANAK BHAVAN & MANAKALAYA AT

BIS HQs

Dear Sir,

I/We undertake to complete and deliver the whole of the works for 12 months from the date of issue of an intimation from you that our tender has been accepted. Upon receiving possession of the site.

I/We have deposited earnest money of Rs. 10,000.00 (Rs. Ten thousands only) by bank draft/cash which will carry no interest. I/We hereby agree that this sum shall be forfeited by the Bureau of Indian Standards in the event of my/our tender being accepted and I/We fail to execute the contract when called upon to do so.

I/We further agree to the deposit of Security Money from payments as per Clause 8 of General Conditions of contract.

Yours faithfully,

Name of the Partner of the firm

Or

Name of person having Power of Attorney to sign the contract (Copy of the Power Attorney to be submitted which will be compared with the original in case the tender is awarded)

SCHEDULE FOR MAINTENANCE CONTRACT FOR FIRE FIGHTING & FIRE ALARM SYSTEMS AT BIS HQs NEW DELHI

Maintenance and Operation of Fire Fighting & Fire Alarm Systems including Maintenance, Operation and Servicing of 62.5 KVA Genset, Diesel Engine, Fire Pumping Sets, Jockey Pump, Pumping Sets at Terraces of both buildings as per manufacturers manual as and when required through authorized agencies for one year from the award of the contract as per requirement and terms and conditions of this contract document.

	Job	Total Lumpsum	Rs
			Total =
Rupees in word	s =		
conditions of familiar with t	this agreem the site cond	ent carefully, vis	re advised to read the terms and it the site of work so as to get e of services to be provided as t.
Contractor's S	Signature		(Anuj Kumar) Director (Administration)