

TACTV

TENDER

FOR

**SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF
FM 200 FIRE EXTINGUISHER SYSTEM IN
DATA CENTRE OF TACTV AT CHENNAI**

TENDER No.: TACTV/5/FM200/2014

**Tamil Nadu Arasu Cable TV Corporation Ltd.,
34/123, 6th Floor, Dugar Towers,
Marshall's Road, Egmore, Chennai 600 008.**

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PREAMBLE

The Government of Tamil Nadu has started Tamil Nadu Arasu Cable TV Corporation Ltd., (TACTV) with the objective of providing a high quality TV signals to the public through cable operators throughout the State of Tamil Nadu. Accordingly, TACTV has set up Digital Cable TV Head End at Chennai. The Head End will provide TV signals to the Local Cable Operators (LCOs) in DAS areas of Chennai initially and then to the entire State of Tamil Nadu.

SCOPE OF WORK

Introduction

The work involves supply, installation, testing and commissioning of the FM-200 Fire Extinguisher System in the Data Centre of Tamil Nadu Arasu Cable TV Corporation at Chennai.

Description of the work

The Cable TV Head End set up at Chennai is the state of the system from reputed vendors. The work involves supply, installation, testing and commissioning of the FM-200 Fire Extinguisher System in the Data Centre of Tamil Nadu Arasu Cable TV Corporation at Chennai.

Applicability of Tamil Nadu Transparency in Tenders Act, 1998

This Tender will be governed by the Tamil Nadu Transparency in Tender Act, 1998 and the Tamil Nadu Transparency in Tenders Rules, 2000 as amended from time to time.

In case of any conflict between the terms and conditions in the tender document and the Tamil Nadu Transparency in Tenders Act 1998 and the Tamil Nadu Transparency in Tenders Rules 2000, the Act and Rules shall prevail.

TAMIL NADU ARASU CABLE TV CORPORATION LIMITED (TACTV) Chennai-34.
(A Government of Tamil Nadu Undertaking)

1. TENDER NOTICE

Tender Ref.: TACTV /5/FM200/2014

Dated 24.06.2014

Tamil Nadu Arasu Cable TV Corporation invites sealed tenders from eligible tenderers for the following works:

1	Tender inviting Authority	The Managing Director, Tamil Nadu Arasu Cable TV Corporation Ltd, 34/123, 6 th Floor, Dugar Towers, Marshall's Road, Egmore, Chennai 600 008.
2	Name of the Work	Supply, installation, testing and commissioning of FM-200 Fire Extinguisher System in the Data Centre of Tamil Nadu Arasu Cable TV Corporation at Nungambakkam, Chennai 34.
B)	Tender reference	TACTV/5/FM200/2014
C)	Place of execution	Tamil Nadu Arasu Cable TV Corporaion Ltd, 11/22, Mangadusamy Street, Nungambakkam, Chennai-34, Tamil Nadu, India.
3	Tender documents available place and due date for obtaining tender	Tender documents can be purchased on all working days between 11.00 AM and 3.00 PM up to 08.07.2014 from the address mentioned in column (1) above. Alternatively, Tender documents can be downloaded free of cost from www.tactv.in .
B)	Cost of Tender Document	Rs.500/- for direct purchase from TACTV. The Tender Document fee is waived for the downloaded Tender Document.
4	Earnest Money Deposit (EMD)	Rs.25,000/- by way of Demand Draft or Banker's cheque on any Nationalized /Scheduled Bank.
6	Due Date, Time and Place of Submission of above Tender	Up to 09.07.2014 at 3.00 PM at the address mentioned in column (1) above.
7	Date, Time and Place of Tender Opening	On 09.07.2014 at 4.00 PM at the address mentioned in column (1) above.
8	Other important criteria specified by the Tender Inviting Authority:	1. Detailed eligibility criteria is given in the Tender Document. 2. Two Bid System i.e., Technical Bid & Price Bid, will be followed. 3. Tenders received after due date and time will be summarily rejected. 4. Contact Phone Nos. +91-44-28432911, 28432902 5. Email: arasucabletvcorp@gmail.com Note: Interested Bidders may visit the Site for after getting prior permission from TACTV to plan the exact requirement and estimate.

Managing Director.

2. Tender Details

2.1 Eligibility Criteria

The Bidder should meet the following Eligibility Criteria for bidding the tender and the proof for the eligibility should be provided in the Technical Bid:

S.No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the eligibility
1.	Bidder should be in the field of SITC of FM200 Fire Extinguisher System for a minimum period of 5 years as on 01.05.2014.	Bidder should provide the certificate of incorporation under companies act or any other certificate for legal status. If the Bidder is not an OEM, should enclose the authorisation letter from the OEM as per the Format given in the Tender document.
2	Bidder should be a Registered company in India and existing for the past Five years as on 01.05.2014	Certificate of Incorporation should be submitted.
3.	Bidder should have an average annual turn over of at least Rs.1 Crore in the previous three financial years. (2011-12, 2012-13 & 2013-14)	Bidder should enclose the audited balance sheet for the previous three years.
4	The Bidder should have executed the SITC of FM200 Fire Extinguisher system in at least 10 Sites in India during the last 3 years.	Bidder shall provide documentary evidence/ Letters of Completion for the projects where they have implemented a complete FM-200 system in India.

2.2 Mode of Submission

a. Tenders should be addressed to the Managing Director, Tamil Nadu Arasu Cable TV Corporation by designation only.

b. Tenders can be submitted in person on or before the due date and time specified in the Tender Notice. Such tenders should be dropped in the tender box only kept at Tamil Nadu Arasu Cable TV Corporation Ltd.,34/123, 6th Floor, Dugar Towers, Marshalls Road, Egmore, Chennai 600 008" and will not be received by hand.

c. Alternatively, the Bidder can submit the tender by registered post so as to reach the above address on or before the due date and time specified in the Tender.

d. Tenders received after the due date and time will not be considered and TACTV will not be liable or responsible for any postal delays.

e. A tender once submitted shall not be permitted to be altered or amended.

2.3 Due Date and Time

The sealed tenders should reach "Tamil Nadu Arasu Cable TV Corporation Ltd., India" at 34/123, 6th Floor, Dugar Towers, Marshalls Road, Egmore, Chennai 600 008 and dropped in Tender Box not later than 3.00 p.m. on 09.07.2014.

The tenders received after due date and time or unsealed or incomplete or received by facsimile (Fax) or by electronic mail will be summarily rejected.

2.4 Cost of Tender Schedule

The cost of tender schedule is Rs.500/-. The Tender Documents purchased is not transferable to any other Bidder. The tender cost may be paid by Demand Draft in favour of "Tamil Nadu Arasu Cable TV Corporation Limited", payable at Chennai. Alternatively, the Tender Document can be downloaded **free of cost** from www.tactv.in and submitted. For downloaded tender document, the bidder need not enclose the tender document cost.

2.5 Earnest Money Deposit (EMD)

a. Technical Bid should contain EMD amount of Rs.25,000/- by Demand Draft drawn on any Nationalized /Scheduled Bank in favour of "Tamil Nadu Arasu Cable TV Corporation Limited" payable at Chennai.

b. The EMD of the unsuccessful Bidders will be returned after the acceptance of the successful tender, and issue of firm purchase order to the successful tenderer at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this behalf.

c. The above EMD held by TACTV till it is returned to the unsuccessful Bidders will not earn any interest thereof.

d. EMD of the successful Bidder will be returned after the issue of Work Order and or receipt of first invoice or can be adjusted against the security deposit payable by the successful bidder.

e. Any bid not secured with the EMD amount will be rejected by TACTV as non-responsive.

f. The EMD amount may be forfeited:

i. if a bidder withdraws the bid during the period of bid validity specified in the tender ; OR

ii. in the case of successful bidder, if the bidder fails to sign the contract or to submit the Security Deposit, after awarding of LOA.

2.6 Clarifications and Amendments to the Tender

a. A prospective Bidder requiring any clarification in the Tender may notify TACTV by letter or by Fax or by Email. TACTV will respond in writing to any request for clarification in the Tender.

b. Interested Bidders may visit the Site after getting prior permission from TACTV to plan the exact requirement and estimate.

c. Before closing the Tender, TACTV may amend the Tender as may be desired. Also, amendment to tender may be given in response to clarifications by prospective Bidders at the discretion of TACTV. Such amendments will be notified in web site www.tactv.in.

d. TACTV at its discretion may or may not extend the due date and time for the submission of bids on account of amendments.

e. **The Bidders (i.e., those who had downloaded or purchased Tender documents physically) must periodically browse web site: www.tactv.in till one day before the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender.**

2.7 Authorization to sign the Tender

The bids shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid shall be signed and Stamped by the authorized person. The authorization letter from the Board of Directors or their authorized executive should be enclosed without which further processing will not be considered.

2.8 Submission of Tender – Two Cover System

2.8.1 Technical Bid Cover (Annexure-1)

a The Technical Bid as prescribed in Annexure-1 should be filled up and should be sealed in a separate cover along with the enclosures specified. The Technical Bid should not contain any Price/Rate details. The Technical Bid cover should be super scribed as "Technical Bid – TACTV/5/FM200/2014.

b The Technical Bid cover should contain the following:

- i. The EMD Amount as prescribed in the Tender.
- ii. Filled up and signed and stamped Tender Document (P.1-27), Technical Bid with relevant details, enclosure etc.
- iii. The address of the bidder should be clearly written on the cover.

2.8.2 Price Bid Cover (Annexure-2)

The Price Bid as prescribed in Annexure-2 should be filled up and sealed in a separate cover super scribed as "Price Bid - – TACTV/5/FM200/2014.

The address of the Bidder should be clearly written on the cover.

2.8.3 Outer Cover

a. Both the Technical Bid (P.1 to P.27) cover and Price Bid cover (Annexure-2) should then be put in a single outer cover, sealed and super scribed as "Tender for Supply, Installation, Testing and Commissioning of FM200 Fire Extinguisher System – Tender No:TACTV/5/FM200/2014.

b. The address of the Bidder should be clearly written on the cover.

- c. The covers received without superscription are liable for rejection. The tenders not submitted as specified in the above clauses will also be summarily rejected.

2.9 Details to be furnished

1. The Bidders while submitting their Tender should enclose Tender Documents in the respective envelopes with the conditions stipulated duly certified and attested by them as token of accepting the tender conditions. The Bidder should enclose the documentary proof in support of Eligibility Criteria as specified in the Technical Bid.

2. The Tenders should contain all particulars like the name and addresses of the Bidders in their letterhead as per the format given in Technical Bid (Annexure-1).

3. The filled up and signed Technical Bid (Annexure-1) should be enclosed along with all necessary documents and documentary proofs in the Technical Bid and to be flagged /indexed accordingly.

4. The price details should be quoted separately in the Price Bid (Annexure-2) only as per the format given.

5. The rate should be indicated clearly both in words and figures. The Bidders with full signature should attest in case of any scoring or overwriting. The rate quoted should be firm and should not be subjected to any variation clauses.

6. Details of the product offered like leaflets and brochures should necessarily accompany the offer.

7. Proposals are to be prepared on standard A4 size white paper. Fold-outs containing charts, spreadsheets, and oversize exhibits are permissible. The pages should be placed in a binder with tabs separating the sections of the proposal. Manuals and other reference documentation may be bound separately.

8. All responses, as well as any reference materials presented must be written in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English language, in which case, for purposes of interpretation of the Bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

9. Proposals must respond to the tender requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement statement.

10. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

11. Pages must be numbered consecutively within each section of the proposal showing proposal section and page number.

12. Proposals shall be based only on the items contained in this tender document and its standard required accessories and any other addendum or clarifications issued post tender. The bidder is to disregard any previous draft materials and any oral representations it may have received. All responses to the requirements in Sections [list appropriate section] of this tender must clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied.

13. Proposals should include firm equipment/items and should not be with options or alternatives given except where asked for. Proposals without firm details of Make and Models for the equipment are liable to be rejected.

2.10 Opening of Tender

The Tender outer cover and Technical Bid Cover (Annexure-1) will be opened at 4.00 p.m. on the due date by the MD, TACTV or any other Officer authorized by him on his behalf at

Tamil Nadu Arasu Cable TV Corporation Ltd.,
34/123, 6th Floor, Dugar Towers, Marshalls Road,
Egmore, Chennai 600 008..
Tamil Nadu, India.

in the presence of those Bidders or their representatives who may prefer to attend Tender opening. Representatives who are attending the opening of the tenders should bring a letter of authority from the Bidding Companies which they represent to identify their bonafides.

The Technical Bid will be evaluated as per the Eligibility Criteria as specified in the Tender and list of Technically Qualified Bidders will be prepared. The Technically Qualified Bidders alone will be informed of the date of opening of the Price Bid. The Price Bids of Technically Qualified Bidders will alone be opened and evaluated. The decision of TACTV will be final in this regard.

2.11 Tender Rejection Criteria

a. Tenders not fulfilling all requirements in the eligibility criteria outlined under item 2.1 will be summarily rejected.

b. The tenders without the requisite EMD amount will be summarily rejected.

c. Tenders with incomplete information, subjective and conditional offers as well as partial offers for equipment will be liable for rejection.

d. Tenders submitted without the necessary enclosures to prove to substantiate their eligibility as per the Eligibility Criteria given in the Tender will be summarily rejected.

e. Tenders with deviations from Technical specifications of TACTV will be rejected.

f. Tenders without the signed and stamped copy of the Tender Documents in the respective envelopes will be summarily rejected.

g. Tenders submitted without audited financial statements of the Bidder are liable for rejection.

h. In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender Document, the Tenders are liable for rejection.

i. Incomplete details as above will be treated as non-responsive offer and the tender is liable for rejection. Also, no document will be accepted after opening the tender.

2.12 Tender Evaluation

2.12.1 Technical Bid Evaluation

TACTV will prepare a list of Bidders based on the compliance to technical specifications and all the terms and conditions of the tender. The tenders, which do not conform to the tender conditions and without adequate capabilities to do so as per tender requirements will be straightaway rejected, without specifying any reason, whatsoever.

2.12.2 Price Bid Evaluation

Only the Price Bids of the Technically Qualified Bidders will be opened. The list of Bidders will be ranked in ascending order (i.e.,) Bidder quoted the lowest price (L1) will be ranked first and so on. The Prices quoted should clearly show the basic price and the taxes separately.

2.13 Negotiations with the Successful Bidder

The Successful Bidder will be called for negotiations for improvement of Scope of Work and commercial terms. While negotiating, the following aspects will be considered:

- Further reduction in rates
- Additional deliverables
- Commencement of works.

2.14 Acceptance of Tender and Withdrawals

a. The right of final acceptance of the tender is entirely vested with the Tender Acceptance Authority, who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever.

b. There is no obligation on the part of TACTV to communicate with rejected Bidders.

c. After acceptance of the tender by TACTV, the Bidder will have no right to withdraw his tender or claim higher price.

d. The Tender Acceptance Authority may also reject all the tenders for reasons such as change in Scope of Work, lack of anticipated financial resources, Court orders, accidents or calamities and other unforeseen circumstances.

2.15 Other Terms and Conditions

- a) The offer should indicate the time frame for completing the activities up to the commissioning of the set-up on a bar chart. All other things being equal, TACTV will give preference to the vendors committing shorter time frame for the completion of the project.
- b) Supplier should give a certificate of assurance for providing spares and maintenance support for this system for a minimum period of five years.
- c) All the essential items which the manufacturer feels are necessary to complete the equipment/chain for the full exploitation of all the features of the equipment offered, may also be quoted.

- d) Equipment from renowned and well-known firms of the industry with proven track record only will be accepted. The tenderer should enclose a list of organizations to which same equipment as in this tender has been supplied.
- e) Cost of all the equipment which are necessary to complete the configuration to meet the specifications/requirements should be very clearly specified and will be included for commercial evaluation.
- f) The system offered should be complete in all respect even if missed in our specifications.
- g) The final decision would be based on the technical capacity and pricing. The Bids should be submitted neatly and all corrections, over-typing etc., should be attested with full signature and seal.
- h) The offer submitted by the Bidders should be valid for a minimum period of 180 days from the date of submission of Tender.
- i) TACTV reserves the whatsoever right to not to accept all the tenders without assigning any reason, in the best interest of people and Government of Tamil Nadu for good and sufficient reasons.
- j)** TACTV will not pay any increase in the price except the variation in the statutory levies during validity period.

k) Force Maejure

Neither TACTV nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a) any act of God such as earthquake, landslide, etc or other events of natural disaster of rare severity.
 - b) Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism.
- l) TACTV reserves the right to solicit additional information from Bidders for clarifications on the system / equipment and services offered to determine which Bidder best meets the needs of the Project. Additional information may include, but is not limited to, past performance records, lists of available personnel, plant and equipment, descriptions of work which will be done simultaneously with the project, on-site tours and evaluations by TACTV personnel, or any other pertinent information.
 - m) TACTV will make its decision based on the ability of the Bidder(s) to meet our specific needs, technical expertise of the Bidder(s), delivery capabilities, customer references, past satisfactory performance experience, system completeness besides cost.
 - n) TACTV reserves the right to negotiate with the lowest Bidder so that its best interests are served.
 - o) All information contained in this tender or provided in subsequent discussions or disclosures, is Proprietary and Confidential. No information may be shared with any other organization, including potential sub-Bidders, without prior written consent by the MD, TACTV.

- p) The system claimed to have been installed and commissioned by the bidder should be currently in operation and should be open for visit by officials authorized by TACTV.
- q) TACTV reserves the right to place additional order up to 25% of the equipment covered in this tender under the same terms and conditions.
- r) Bidders may quote for all the optional items / features / services / configuration also clearly marked as option.**

2.16 Letter of Acceptance

After successful completion of the negotiations, a Letter of Acceptance (LOA) of tender will be issued to the successful Bidder by TACTV. The delivery period will be counted from the date of issue of this letter. The contract period is also counted from the date of issue of LOA.

2.17 Security Deposit (SD)

a. The successful Bidder will be required to remit Security Deposit equivalent to 5% of the total accepted tender value by way of demand draft drawn on any Nationalized /Scheduled Bank payable to "Tamil Nadu Arasu Cable TV Corporation Limited" at Chennai within two weeks from the date of receipt of LOA.

b. The SD furnished by the successful Bidder in respect of this tender will be retained by TACTV during the **warranty period of 36 months**.

c. The SD held by TACTV till it is returned to the successful Bidder will not earn any interest thereof.

d. If the successful Bidder fails to remit the SD within the above said period, the EMD remitted by him will be forfeited to TACTV and their tender will be held void.

2.18 Contract Agreement

a. The successful Bidder should execute an agreement for the fulfillment of the contract in the non-judicial stamp paper of value of Rs. 20/- purchased at Tamil Nadu in the model form given in the tender document with such changes/modifications as may be indicated by TACTV within two weeks from the date of receipt of LOA.

b. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of TACTV which also have the right to recover any consequential losses from the successful Bidder.

c. If the Bidder fails to act upon the tender conditions or backs out when their tender is accepted, their SD will also be forfeited to TACTV.

2.19 Release of Work Order

After the execution of the agreements specified in the Tender Document and receipt of Security Deposit, TACTV will release the formal Work Order to the successful Bidder.

2.20 Execution of Work Order

The successful Bidder should nominate and intimate TACTV the Project-in-charge specifically to handle the Work Order. The successful Bidder should ensure that they fully get familiarized with the terms and conditions of the Tender, Scope of Work and the guidelines. The Project-in-charge should coordinate closely with the representative of TACTV and will be responsible for effectively delivering the work complying with all the terms and conditions. The bidder should submit the detailed layout drawing of various equipment along with the dimensions, weight etc., power supply requirements, wiring diagrams etc. within 10 days of receipt of the work order.

2.21 Assigning of Tender whole or in part

The successful Bidder should not assign or make over the contract, except services. They should not underlet or sublet to any person(s) or body corporate for the execution of the contract or any part thereof without prior knowledge and approval of TACTV. If violated, liable for rejection of their work order and recover the consequential losses.

2.22 Delivery/Completion Schedule

The overall time limit for Supply, Installation Testing and Commissioning of FM200 Fire Extinguisher System should be **within 4 weeks from the date of issue of Letter of Acceptance.**

2.23 Payment Clause

- **No advance will be paid for the contract**
- **All payments will be made in INR. 50% on receipt of material, 40% after Installation, Testing and Commissioning and 10% in 30 days from the date of release of 40%.**

2.24 Billing:

The Successful Bidder shall raise the invoice in triplicate for the equipment/works in the name of Managing Director, TACTV, Chennai.

2.25 LD for Delay in Completion & Commissioning of the Head End Systems

If the Bidder is unable to complete the supply, installation, testing & commissioning within the stipulated time limit, the purchaser may at his option allow such additional time as may be considered justified with / without penalty and without altering any of the terms & conditions of the order. In the event of failure of the Bidder to complete the supply, installation, testing and commissioning within the stipulated time or the extended time, the purchaser has the right to impose penalty at the rate of 1% per week on the total value of the work order. The Bidder's liability for delay, however, shall not exceed 5% of the total contract price. TACTV will use its own means to complete the work and claim the expenses from the Bidder additionally.

2.26 Penalty for Non-fulfillment of Conditions

In the event of non-completion, non-fulfillment or non-observance of any of the conditions stipulated in the Agreement, Conditions of engagement and Work Order, the Bidder shall pay as penalty an amount equivalent to 10 (ten) percent of the total order value or an amount equal to the actual increase in cost incurred by the Purchaser in seeking an alternative working arrangement, whichever is higher.

2.27 Arbitration

In case of any dispute, the matter will be referred to an Arbitrator under "Arbitration and Conciliation Act 1996". The arbitration should be held in Chennai only and the Courts at Chennai, India only should have jurisdiction in relation thereto. The Arbitrator will be appointed by the TACTV.

2.28 Insurance / packing

The supplier must ensure that the consignment shall be comprehensively insured against all risks by the supplier. The supplier shall consign / ship the stores in sea-worthy / air-worthy packing conforming to the prescribed standards in force to withstand air / ocean / land journey and ensuring the safety of cargo en-route.

2.29 Additional Order

Additional order can be placed with the supplier upto 25% of the equipment in this order on the same terms and conditions as stipulated in the original supply order, during the validity of the supply order or within six months from the date of this supply order, whichever is later.

2.30 Important Notice

The Bidder / Prime Bidder should sign and affix seal on every page of the Tender Document as indicated below and the complete signed original Tender Documents should be submitted in respective covers without fail:

I/We -----
have gone through the terms and conditions and also the corrigendum's issued will abide by them as laid down above.

Name of the Bidder:

Signature:

Name of Authorized person:

Seal of the Bidder

3. Project Details

3.1 DATA CENTER:

The Data Centre is situated in the First Floor of Tamil Nadu Arasu Cable TV Corporation Ltd, 11/22, Mangadusamy Street, Nungambakkam, Chennai -34. The Floor Plan of the Data Center is given below: Interested Bidders may visit the Site for after getting prior permission from TACTV to plan the exact requirement and estimate. **TACTV will not accept any changes after the closing of the Bid.**

Dimensions: **Control Room insite (equipments, Racks) 20.6'x33**

Monitoring Room 14'x10.3'

UPS Room 10.4'x10.3'

AC room 17'x9

Outside room 14.7'x10

Pane side 9'x3.2'

3.2 The system offered should have the following features:

- Proposal should be for the complete system on **SITC** basis. Incomplete or part component supply will not be considered. The firm will be responsible for installing all the systems offered by them.
- Proposal should carry firm solution and the cost of optional equipment or features should be quoted separately.
- The system design should have provision for future up-gradation.

3.3 Delivery Schedule

The time limit for Supply, Installation and Commissioning the FM200 Fire Extinguisher System be within 4 weeks from the date of issue of Letter of Acceptance.

3.4 Deliverables

- The sub systems and its components shall comply with the specifications provided as per the tender document. Necessary resources will have to be provided by the bidder for carrying out these tests.
- Two sets of the following documents should be submitted:
 - System block diagram
 - Equipment product data sheets*
 - Operations Manual and installation details
 - Invoice & Delivery Note / Order copies
 - Test Reports copy conducted during the installation of the system
 - On site training of TACTV staff in operations
- Maintenance manual should contain the following:
 - Descriptions of maintenance for all equipment including inspection and its methods, periodic preventive maintenance with the procedure to be adopted, fault diagnosis and repair or replacement of defective components.

3.5 Warranty

- The equipment / components / accessories of the FM200 system to be provided with Three years warranty from the date of successful implementation and work completion certification by TACTV.
- The warranty will cover all the materials and goods supplied by the successful bidder under this contract irrespective of the fact whether these have been manufactured by the Bidder or not.
- If any manufacturing or other Technical defects are found within the specified warranty period, the same will have to be rectified or replaced free of cost within 24 hours.
- The successful bidder should have adequate back up requirement of spares and systems in Chennai to have uninterrupted services.

3.6 Security Deposit as Performance Guarantee

Apart from the standard product guarantee/warranty offered for individual items or sets of equipment (e.g. replacements for defective supplies, conformance to specifications provided in documentation etc.) Bidders must provide details of the nature of guarantee for deliverables of the complete system that they are willing to commit. Guarantee with respect to the installation defects will also be applicable. A Security Deposit of 5% of the contract value by way of demand draft drawn on any Nationalized /Scheduled Bank payable to "Tamil Nadu Arasu Cable TV Corporation Limited" at Chennai will have to be submitted by the successful bidder. The SD furnished by the successful Bidder in respect of this tender will be retained by TACTV during the warranty period of 36 months. The SD held by TACTV till it is returned to the successful Bidder will not earn any interest thereof.

3.7 Preventive Maintenance

The Bidder should perform four periodical inspections in a year at three-month intervals during the Three years of warranty period. These inspections will include

- Visual checks, Operational Test of all the hardware units.
- Perform diagnostics on all equipment
- Run system software and correct the diagnosed problem
- Resolve previous outstanding problems, if any
- Submit a report on the above and any other relevant tasks

3.8 Annual Maintenance Contract

The Bidder agrees to maintain the equipment and systems supplied in such a way to ensure the continued use during the AMC period after completion of the warranty period of 3 years.

- **Entering into AMC will be at the sole discretion of TACTV .**
- AMC in this contract shall include cost of replacement of defective equipment/parts, etc., and cost of required experts (including their travel and stay) for troubleshooting etc.

The Bidder agrees to provide comprehensive maintenance of the installed systems in full that shall include preventive maintenance and corrective maintenance on site.

- TACTV reserves the right to terminate the AMC in the event of unsatisfactory maintenance and claim damages for non-fulfillment of contract.
- All clauses and conditions in Warranty will hold good during post-warranty AMC.

3.9 Spares

Necessary critical spares required for the maintenance of the equipment offered should be quoted by the bidder separately. A complete recommended spare list with quote should be offered, along with the bid.

3.10 Training

The Bidder should impart on-site training to the staff nominated by TACTV. It shall also include hands on training.

3.11 Operation and Maintenance of FM 200system:

The Bidder or the System Integrator should run the FM 200 System at the Head End for a period of one month from the date of commissioning and train the TACTV staff.

3.11.1 An agreement for the operation and maintenance will be signed up with the successful bidder/bidders if required.

3.11.2 TACTV expects full and honest cooperation in this regard.

4. Appendix-A

Scope of Supply & Technical specifications

Location: Nungambakkam, Chennai

Project: FM200 systems

Type of Hazard	Class	A&C
Design Concentration	%V/V	7
Design Temperature	Deg.C	21.1
Design Pressure	Bar	25

S . N o	Room Description	Dimension Details											
		Length in M	Width in M	Area Sq.M	Height in M			Volume in M ³					
					CV	RV	FV	CV	RV	FV	Total	Vol. Dete cted	Net Volume
1	Server Room	6.00	3.50	21.00	0.36	2.40	0.30	8	50	6	64	0	64
2	UPS Room	3.10	3.00	9.30	0.36	2.40	0.30	3	22	3	28	0	28
3	A.C.Roo m	4.00	2.60	10.40	0.36	2.40	0.30	4	25	3	32	0	32

5. Appendix – B

Suggested Bill of Material (BoM)

Sl. No.	Description	Server Room	UPS Room	A.C. Room	Qty	Unit
1	FM-200 Seamless Cycliner COE approved (Ltrs)					
1.a	55	1	0	0	1	Nos
1.b	22	0	1	0	1	Nos.
1.c	22	0	0	1	1	Nos.
2	Valve assembly and arrangement for supervisory switch connection for monitoring linder pressure, a pressure gauge with a safety burst disc and a safety cap.	1	1	1	3	Nos.
3	FM-200 Gas (1,1,1,2,3,3,3 Heptafluro propane) manufactured by Dupont.	36	16	18	70	Kg
4	Electric Control head operated electrically from the detection & control system or locally with a manual lever on the control head	1	1	1	3	Nos.
5	Discharge Nozzles are designed to provide the proper flow rate and distribution of FM-200 to total flood hazard area:180 deg./360 deg.	3	3	3	9	Nos.
6	Flexible Discharge Hose route the FM-200 Agent from the storage cylinders to the discharge piping by a flexible rubber hose with wire braided reinforcements. This hose is connected to the discharge outlet of FM-200 cylinder valve and terminates at the system piping or discharged manifold	1	1	1	3	Nos.
7	MS Container Strap	2	2	2	6	Nos.
8	Gas release panel with battery backup.	1	1	1	3	Nos.
9	Manual Release Switch	1	1	1	3	Nos.
10	Manual Abort Switch	1	1	1	3	Nos.
11	Conventional Smoke Detector with base	3	3	3	9	Nos.
12	Conventional Hooter	1	1	1	3	Nos.
13	2Cx1.5 Sq.mm cable	100	70	75	245	Mtrs.
14	Piping, Fittings and supports etc., Pipe (S):C.S. Seamless to ASTM A-106, SCH.40	85000	75000	80000	240000	Lot

B.O.M.is only suggestive. The bidder can visit the Data Centre at TACTV, Nungambakkam before the closing date. Any changes after closing of the Bid will not be accepted.

**6. Sample format for submission of Manufacturer's/Principal's
Authorisation**
(for Bidders who are other than manufacturers)

To

The Managing Director,
Tamil Nadu Arasu Cable TV Corporation Limited,
No.11/22, Mangadu Samy Street,
Nungambakkam, Chennai-600034.
Tamil Nadu, India.

We hereby authorize -----(type the Name and Address of the Bidder) to submit a Bid and subsequently negotiate and sign the contract with the purchaser against Tender Ref.: TACTV /5/FM200/2014 for the ----- (type the Description of goods) Manufactured/Distributed by us. We hereby extend our full guarantee and warranty for the goods offered for supply by the above firm against this Tender.

(Signature for and on behalf of Principal)

Note: Competent authority of the Manufacturer/Principal should issue letter of authority

7. Sample Form of Contract/Agreement

To be executed on a Rs. 20/- Non-judicial Stamp paper **purchased at Chennai** by the Successful Bidder for the Supply, Installation, Testing, Commissioning of FM200 Fire Extinguisher System (NO FIGURES IN NUMERALS OR WORDS SHALL BE FILLED UP IN THIS SAMPLE FORM AT THE TIME OF SUBMISSION OF TENDER)

Purchase Order No:

We, M/s. (hereinafter referred to as "Successful Bidder") hereby contract and agree on the acceptance of Tender floated by Tamil Nadu Arasu Cable Television Corporation Limited, a Government of Tamil Nadu Undertaking, registered under the Companies Act 1956 and having its Office at No 34/123, 6th Floor, Dugar Towers, Marshalls Road, Egmore, Chennai 600 008 .Tamil Nadu, India (hereinafter referred to as "TACTV" (hereinafter referred to as "Purchaser") in accordance with the conditions of contract stated below, the equipment/systems hereunder named, of the quality and of the sort and at the rate of price hereunder specified in the purchase orders attached as Annexure

CONDITIONS OF CONTRACT:

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of three years. But in the event of any breach of agreement at any time on the part of the Successful Bidder, the contract shall be determinable by Purchaser without compensation to the Successful Bidder. The contract may also be put to an end at any time by the Purchaser upon giving seven days notice to the Successful Bidder.

2. The Successful Bidder agrees to supply and commission the ordered items, after carrying out successfully all tests prescribed by the Purchaser at an all inclusive price of INR.....only) to TACTV before the specified date. The price offered is firm and is not subject to enhancement on any ground.

3. The price of the ordered items includes Customs Duty/Excise Duty, Surcharges, VAT, Central Sales Tax, Freight, Octroi, insurance, commissioning, and such other levies that may be applicable.

4. The equipment to be supplied under this contract are to be of the quality and the sort mentioned in the purchase orders.

5. The equipment are to be delivered at places indicated by TACTV without any extra cost in such quantities or numbers contained in the purchase order. Any amendments to the orders in terms of quantities or delivery period etc may be incorporated on a mutually agreed basis.

6. The equipment sold under this agreement shall not be taken back. However any replacement necessitated, as part of the warranty commitments shall be carried out without charge by the Successful Bidder and faulty parts/materials that arise out of such replacements shall be taken back by the Successful Bidder within a reasonable time. 7. If the supply of the Ordered items are not effected as specified in the purchase order, TACTV shall have the full authority to cancel the order to take any such action that will be deemed fit in the circumstances.

8. In case of failure by the Successful Bidder to deliver the equipment/systems demanded from them within the period specified for delivery or in case of equipment/systems delivered by them, not being of the stipulated quality and specifications or in the case of equipment/systems being delivered without a correct invoice in duplicate, TACTV shall have the power to reject any such equipment/systems and to purchase from others instead of any equipment/systems so rejected or not delivered. Unless the Successful Bidder shall themselves forthwith supply that shall be sufficient and satisfactory any excess of cost so incurred by the Purchaser over the contract price together with all charges and expenses attending the purchase shall be recoverable by TACTV/Purchaser from the Successful Bidder.

9. LD for Delay in Completion & Commissioning of the System

If the Bidder is unable to complete the supply, installation, testing & commissioning within the stipulated time limit, the purchaser may at his option allow such additional time as may be considered justified with /without penalty and without altering any of the terms & conditions of the order. In the event of failure of the Bidder to complete the supply, installation, testing and commissioning within the stipulated time or the extended time, the purchaser has the right to impose penalty of 1% per week on the total value of the project cost The Bidder's liability for delay, however, shall not exceed 5% of the total contract price.

10. Penalty for Non-Fulfillment of Conditions

In the event of non-completion, non-fulfillment or non-observance of any of the conditions stipulated in the Agreement, Conditions of engagement and Work Order, the Bidder shall pay as penalty an amount equivalent to 10 (ten) percent of the total order value or an amount equal to the actual loss incurred by the Purchaser in seeking an alternative working arrangement, whichever is higher.

11. Warranty:

i) The materials or goods are to be given **warranty for a period of 36 months**, after supply and commissioning against any manufacturing defect and bad workmanship solely by the Successful Bidder irrespective of whether the same have been manufactured by them or not. The warranty period of 36 months will commence from the date of handing over the ordered items after carrying out successfully the tests prescribed by Purchaser and commissioning in good working condition.

ii) The successful Bidder shall undertake to supply of the spares during the warranty period of the offered items. If any manufacturing or other technical defects is found within 36 months from the date of commissioning and handing over of the ordered items to Purchaser they will have to be rectified or replaced free of cost by the Successful Bidder in good working condition.

iii) The warranty will cover all the materials and goods supplied by the Successful Bidder under this contract irrespective of the fact whether these have been manufactured by the Successful Bidder or not.

12. The Successful Bidder agrees to provide comprehensive maintenance of the ordered items, which shall include corrective maintenance at the location specified by the Purchaser. If within 10 days after delivery and commissioning, the operation or use of the equipment proves to be unsatisfactory, the supplier shall replace the faulty set with a new one. The maintenance shall also include replacement of all parts. The Ordered items, which are down, should be restored in good working condition within 48 Hours. Otherwise, the Successful Bidder shall be liable for a penalty of 1% per week of the breakdown period on the cost of the equipment. The Purchaser reserves right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfillment of contract.

13. Security Deposit as Performance Guarantee: The suppliers shall have to furnish Security Deposit equal to 5% of the contract value by way of demand draft drawn on any Nationalized /Scheduled Bank payable to "Tamil Nadu Arasu Cable TV Corporation Limited" . The Security Deposit will be retained by TACTV during the period of Warranty.

14. PAYMENT TERMS:

- a) All payments will be made in INR.
- b) No advance payment will be made.

15. The Successful Bidder hereby agrees to get the refund of incentive, excise duty and proportionate Sales Tax from concerned authorities and pass it on to Purchaser if the Government or any other appropriate agency reduces the Excise Duty or Sales Tax or give incentive of any type retrospectively after supplying the Ordered items failing which action will be taken to recover the balance amount from the Successful Bidder under the revenue recovery act or any other relevant act.

16. The contract or any part share of interest in it is not to be transferred or assigned by the Successful Bidder directly or indirectly to any person or persons whomsoever without the written consent of the Purchaser.

17. Neither the Purchaser/TACTV nor the Successful Bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:

- a) Natural phenomena including but not limited to earthquakes, floods and epidemics.
- b) Acts of any Government authority domestic or foreign including but not limited to war declared or undeclared, priorities and quarantine restrictions.
- c) Accidents or disruptions including, but not limited to fire, explosions, breakdown of essential machinery or equipment, power and water shortages.

18. The (Tender Schedule) enclosures, the detailed final offer of the Successful Bidder and the purchase order respectively will form part of this contract. Wherever the offer conditions furnished by the Successful Bidder are at variance with conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the Successful Bidder.

19. The Tender conditions and other documents accompanying the Tender documents will form an integral part of this contract.

20. This contract shall not be varied or altered except by mutual consent in writing.

21. In the case of occurrence of force majeure clause the extension of time will be accepted only to the period during which such force majeure conditions exist and the decision of the Purchaser in that behalf is final and binding.

22. Any waiver of any terms and conditions by the Purchaser shall not have the effect of waiving or abandoning other terms and conditions of the contract.

23. Unless otherwise provided in the agreement, any notice, request, consent or other communication given or required to be given hereunder shall be given by mailing the same by registered mail, postage prepaid, e-mail return receipt requested in the case of the Successful Bidder to the Purchaser at their respective addresses and set forth above or with other addresses and to the attention of such other person or persons as may hereafter be designated by like notice hereunder and any such notice sent by post shall be deemed to have been served on the date when in the ordinary course of post, it would have been delivered at the address to which it was sent.

24. Any notice to the Successful Bidder shall be deemed to be sufficiently served, if given or left in writing at their usual or last known place of abode or business.

25. In case of any dispute, the matter will be referred to an Arbitrator under "Arbitration and Conciliation Act 1996". The arbitration shall be held in Chennai, India only.

26. The Courts at Chennai only shall have jurisdiction in the matter.

27. In witness whereof the parties have signed the Agreement on the ---- day of ---- 2012.

at Chennai.

For and on behalf of
Purchaser

For and on behalf of
Successful Bidder

Witnesses:

1.

Witnesses:

1.

2.

2.

=====

8. Checklist for Enclosures

Bidder should fill in the check list given below:
(Tick ✓ wherever applicable)

Annexure-1 Technical Bid		
Filled and signed Tender Document and Technical Bid	YES	NO
EMD amount	YES	NO
Tender submitted in Two Cover System	YES	NO
Letter of Authorization for signing the Tender Document	YES	NO
Eligibility Criteria	YES	NO
1 Certification of Incorporation	YES	NO
2 Copies of Audited Balance Sheet for last 3 years	YES	NO
3 Copies of Work Order and Completion report for SITC of FM 200 system in India.	YES	NO
4 Authorisation letter from the OEM if the Bidder is not an OEM	YES	NO

Annexure-2 Price Bid		
1. Filled up and signed Price Bid	YES	NO

NOTE: Please ensure the entire relevant boxes are (✓) against each column checked.

IMPORTANT NOTE: Bidders must ensure to submit all the required documents indicated in the Tender document without fail.

Annexure-1

Technical Bid

1. General Details about the Bidder

S.N O		Particulars	Please furnish the details
1		Name of the Company and year of incorporation	
2		Nature of the Company (Public/Private/Partnership)	
3	a)	Registered office	
		Telegraphic Address	
		Telephone Number	
		Fax Number	
		Email Address	
	b)	Local Office address in India through which current work will be handled	
		Name and designation of in-charge	
		Telegraphic address	
		Telephone Number	
		Fax Number	
		Email address	
4		Please provide the following details:	
	a)	Permanent Account Number	
	b)	CST/ST/TNGST/TIN Registration Number	
	c)	Bankers name and address	

IMPORTANT NOTE: The above details should be filled up along with the page number reference of the supporting document enclosed.

2. **Tender Cost and EMD payment particulars**

Sl.N o.	DD No.	Date	Name of the Bank	Amount in INR
EMD Amount				

3.1 **Details in support of Eligibility Criteria:**

S.N o.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the eligibility
1.	Bidder should be in the field of SITC of FM200 Fire Extinguisher System for a minimum period of 5 years as on 01.05.2014.	Bidder should provide the certificate of incorporation under companies act or any other certificate for legal status. If the Bidder is not an OEM, should enclose the authorisation letter from the OEM as per the Format given in the Tender document.
2	Bidder should be a Registered company in India and existing for the past Five years as on 01.05.2014	Certificate of Incorporation should be submitted.
3.	Bidder should have an average annual turn over of at least Rs.1 Crore in the previous three financial years. (2011-12, 2012-13 & 2013-14)	Bidder should enclose the audited balance sheet for the previous three years.
4	The Bidder should have executed the SITC of FM200 Fire Extinguisher system in at least 10 Sites in India during the last 3 years.	Bidder shall provide documentary evidence/ Letters of Completion for the projects where they have implemented a complete FM-200 system in India.

3.2 Bidder's average Annual Turnover in last 3 years should be furnished with copies of audited Balance Sheet to fulfill the Eligibility Criteria as per Clause 2.1 of Tender Document

Sl. No.	Financial Years	Annual Turnover INR
1	2011-12	
2	2012-13	
3	2013-14	

3.3 Bidder's experience in executing the SITC of FM 200 System should be furnished with copies of work orders and completion certificates to fulfill the eligibility criteria as per clause 2.1 of Tender Document.

Sl. No.	Particulars	Please furnish the details with proof
1	Name of the Project	
2	Name of the customer	
3	Brief description about the work	
4	Year of Execution	
5	Value of work order	
6	Copies of work order and completion certificate from the customer	

4 Tender Declaration

I/We ----- hereby declare that the particulars furnished by us in this offer are true to the best of my/our knowledge and we understand and accept that, if any information furnished are found to be incorrect or false, we are liable for disqualification from this tender and also liable for any penal action that may arise due to the above.

Signature:

Name:

Designation

Seal

Annexure-2 Price Bid

(To be returned in original along with the tender)

Tender Notice No: TACTV/5/FM200/2014

Tender Document No.:

To
The Managing Director,
Tamil Nadu Arasu Cable TV Corporation Limited,
34/123, 6th Floor, Dugar Towers, Marshalls Road,
Egmore, Chennai 600 008.

Sir,

I/We hereby tender for the Design, Supply, Installation, Testing & Commissioning FM200 Fire Extinguisher System at Chennai as per tender document to Tamil Nadu Arasu Cable TV Corporation Limited, Chennai-34 within the time specified and instructions as per Terms and conditions. The rates are quoted in the prescribed format given below:

No.	Cost Details (Basic Price and the Taxes have to be shown columns)	Basic Price	Taxes	Total (INR)
1.	Consolidated charges for SITC of FM 200 Fire Extinguisher System at Chennai.			

AMC Cost (optional)

Sl. No.	Cost Details				INR
2	AMC Cost (optional)				
	Period	% on Sl. No.1	Amount INR (X)	Taxes if any (Y)	(X)+(Y)
	4 th year				
	5 th year				
	6 th year				

Signature of the Bidder

Name and Address

Office seal