



SERVICE
ENQUIRY
(IMPORTS)

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HIGH PRESSURE BOILER PLANT
PURCHASE DEPARTMENT - Fossil Boilers
THIRUCHIRAPALLI - 620014
TAMILNADU (INDIA)

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Vendor Code : 23505	Enquiry No	Enquiry Date	Due Date for Quotation
Vendor Name : Open Tender Dummy Code	2651500016	05.09.2015	02.10.2015
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order.			

ITEM NO	ITEM DESCRIPTION	Delv Date	Quantity	UOM
10	RENTAL FOR 06 NOS DESKTOP COPIER			
SINo	Description	Delv Date	Quantity	UOM
10	Rental charges for Desktop Model	15.12.15	6,000	AU
20	RENTAL FOR 01 NOS DESKTOP COPIER			
SINo	Description	Delv Date	Quantity	UOM
10	RENTAL FOR 01 NOS DESKTOP COPIER	15.12.15	1,000	AU
30	RENTAL FOR 01 NOS HEAVY DESKTOP COPIER			
SINo	Description	Delv Date	Quantity	UOM
10	RENTAL FOR 01 NOS HEAVY DESKTOP COPIER	15.12.15	1,000	AU
40	CC FOR 06 NOS DESKTOP COPIER			
SINo	Description	Delv Date	Quantity	UOM
10	CC FOR 06 NOS DESKTOP COPIER	15.12.15	3,000,000.000	AU
50	CC FOR 01 NOS DESKTOP COPIER			
SINo	Description	Delv Date	Quantity	UOM
10	CC FOR 06 NOS DESKTOP COPIER	15.12.15	700,000.000	AU
60	CC FOR 01 NOS HEAVY DESKTOP COPIER			
SINo	Description	Delv Date	Quantity	UOM
10	CC FOR 06 NOS HEAVY DESKTOP COPIER	15.12.15	1,200,000.000	AU

General Note :

The bidder along with its associate / collaborators / sub-contractors / sub-vendors / consultants /service providers shall strictly adhere to BHEL fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

Note:

1. Please submit your detailed offer in two part bid system i.e Part-I. Technical bid + Checklist (Annexure-I) + Unpriced bid indicating taxes & duties (Annexure-C&D) in a sealed cover super scribing on the cover as "TECHNICAL & COMMERCIAL BID / PART-I"

Part-II. Priced offer in another separate sealed cover super scribing on the cover as "PRICE BID / PART-II"

Both the covers shall be duly super-scribed with tender reference and due date of opening. These covers shall be put in a single cover duly

The offers should reach us before the time of opening of tenders.
The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present. Late tenders are liable to be rejected.

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED


P.G. ABRAHAM MOTOR
EX-Senior Manager
Purchase / MM / MFG
BHEL, TRICHY - 620 014



BHARAT HEAVY ELECTRICALS LIMITED

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super-scribed with tender reference and due date of opening and addressed to us.

2. Point-to-point confirmation to BHEL's specification and commercial terms & conditions shall be provided. The supplier must fill and send all the Annexures as indicated in the list of attachments. Annexure-I & Annexure-C & D (with taxes and duties, without indicating prices) should be filled and submitted along with the technical bid, else your offer is liable for rejection.
3. Offers with validity of less than 120 days and non-acceptance of LD & RP clause and reverse auction will lead to rejection of submitted offer.
4. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day.
5. All clarifications may be sought at least 6 days prior to tender due date, from the undersigned with due written request.
6. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed price bid, which will be decided after technical and commercial evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Annexure-I/Point no.17)
7. Order shall be placed on single vendor on cumulative L1 basis for total machines.
8. BHEL will consider MSME vendor as per Government guidelines.
9. Vendors are requested to avoid the following points while submitting the Bid Documents:
 - a) Loose or spiral bound bid documents are not encouraged.
 - b) In case of any corrections/overwriting in the tender documents, the same shall be duly attested by the bid submitter.
10. If offer is received from both OEM/Manufacturer and authorized dealers or Agent, then OEM/Manufacturer offer will only be considered and dealers or Agent offer will be ignored.
11. Corrigendum if any, with respect to this tender will be hosted only in the website <http://www.bhel.com> or <http://tenders.gov.in>. You are requested to visit the website regularly for updates.

List of Attachments:

1. Qualification Criteria Annexure-B1/1 Page
2. Technical Specifications Annexure A1, A2 & A3 - 3 Pages
3. Operating Lease terms & Conditions Annexure-B2/1 Page.
4. No-Deviation Certificate Annexure-II/1 page

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Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED


P.G. ABRAHAM VICTOR
EXE Senior Manager
Purchase / MSMEs
BHEL, TRICHY - 620 014.



BHARAT HEAVY ELECTRICALS LIMITED

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5. Third Party Non-Disclosure Agreement_Annexure-III/1 Page
6. Commercial Terms & Conditions_Annexure-I/6 pages
- 7.5 yrs Operating lease price format Annexure-C/1 page
- 8.Outright purchase format_Annexure-D/1 page

Enclosures :

"LD clause has to be confirmed without fail."

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The offers will be opened at 14:30 hours on the due date in the presence of the tenderers who may like to be present. Late tenders are liable to be rejected.

Yours faithfully,
For BHARAT HEAVY ELECTRICALS LIMITED


EXE. P.G. ABRAHAM VICTOR
Senior Manager
Purchase / MM / MEG
BHEL, TRICHY - 620 014.

Qualifying Criteria for Vendor/Supplier

Sl. No.	Description	BHEL Requirement	Vendor's Confirmation/Comments
1	Vendor Type	Authorised dealer	
2	Offer Type	Operating lease	
3	Lease period	5 Years / 20 Quarters	
4	Supplied machines	New	
5	Models	Quote for all the 3 models	
6	Installation & Commissioning	Shall be borne by vendor	
7	Insurance	Shall be borne by vendor	
8	Income Tax Deduction	Shall be borne by vendor	
9	Transportation to and fro	Shall be borne by vendor	
10	Rental charge	Fixed throughout contract	
11	Billing	Quarterly (3 months)	
12	Wastage	1% of the quarterly consumption allowed	
13	Service center location at Trichy (Address)	At Trichy	
14	Problem rectification	Maintenance & Service by vendor	

TERM AND CONDITIONS FOR COPIER UNDER OPERATING LEASE

1. Vendors are requested to submit offer for supply of copiers as per specification enclosed for a lease period of 5 Years/20 quarters.
2. The vendor shall quote for all the 3 models given in the enquiry.
3. Vendors shall quote separately the rental charge (per quarter) and the per copy rate (for consumption) as per enclosed format.
4. The quoted amount shall include transportation, installation and commissioning of the copier at BHEL, Trichy.
5. The Insurance charges for the lease period shall be borne by vendor.
6. Income tax depreciation benefit accrues to the vendor.
7. Transportation and other related costs if any, for taking back the copier at the end of Lease period shall be borne by vendor.
8. 1% on the quarterly meter reading will be reduced towards wastage while calculating number of copier for payment.
9. The rental charge and the per copy charge rate will remain fixed during the lease period.
10. The Lease Rental will be paid in arrears at the end of every quarter. Invoice for each quarter (3 months) will be submitted at the end of every quarter.
11. The Lease Rental invoices shall have to be certified by the User Department's representative for payment.
12. Payment will be made after 45 to 60 days from the date of submission of invoice duly certified by the User Department's representative.
13. The first Lease rental invoice shall be raised after completion of 3 months from the date of installation and commissioning of the copier at the designated location in BHEL, Trichy. The installation and commissioning certificate shall be jointly signed by the user Department's representative and the vendor's representative.
14. Only brand new Machines to be supplied and all original documents for the proof of supply of new machine shall be submitted. Re-furbished or old machines will not be accepted.
15. The vendor should be having a full-fledged Company Service facility in Trichy. The address of the service center shall be clearly mentioned in the offer.
16. Any problem referred by the User Department shall be attended to within 24 hours from the time of call. The vendor should confirm to maintain sufficient stock of spares & consumables at their Trichy Service Center.
17. The vendor shall ensure 100% availability of copier. In case the copier under break -down is not put back to operation in 2 working days 50% of the monthly rental charges will be deducted, and if the break-down exceeds 5 working days, 100% of the monthly rental charges will be deducted. In case break-down exceeds 10 working days BHEL reserve the right to cancel the contract for particular copier and would make alternate arrangement, and all charges will be deducted from vendor's bill.
18. If the operation of the machine is not satisfactory (Due to more wastage of paper, poor quality of copier/prints, wastage of paper due to misfeed) it has to be replaced within 3 days.
19. We have requested for submission of offer under outright purchase and/or operating lease for 5 years. BHEL reserves the right to choose any of the option, beneficial to BHEL. For the purpose of comparative analysis, the number of copies for each model will be considered as given in the respective specifications. Lease rental quoted will be discounted for the purpose of comparison.
20. BHEL reserves all the rights to terminate the contract at any time without assigning any reason with one month advance Notice.
21. BHEL reserves the right for extending the contract period based on the mutual agreement.
22. Purchase order will be placed on a single vendor based on combined L1 basis.

We confirm acceptance to all the above terms and conditions.

Signature:

Name:

Company Name & Address:

ANNEXURE-A1 TECHNICAL SPECIFICATION			
Sl. No.	Description	BHEL Requirement	Vendor's Confirmation/Comments
ITEM:10 Desktop Model Digital Photocopier : (Qty-06Nos)			
1	Model	Desktop	
2	Copying Speed	Minimum 16 CPM for A4 size	
		Copy Speed A4	
		Copy Speed A3	
3	Copy Resolution	600 dpi x 600 dpi	
4	Paper Input Capacity (for 80 GSM)	250 Sheets x 1 Cassette with 50 Sheets bypass tray (minimum)	
5	No. of copies handled	Approx. 20000 copies per quarter	
6	Minimum no. of copies per day	500 to 2000	
7	Continuous Operation	2 hrs	
8	Zooming capacity	50% to 200% in step of 1%	
9	Multiple Copying	01 to 99	
10	Drum type	OPC	
11	Locking arrangement	Electronic lock with password protection	

ANNEXURE-A2 TECHNICAL SPECIFICATION			
Sl. No.	Description	BHEL Requirement	Vendor's Confirmation/Comments
ITEM:20 Desktop Model Digital Photocopier with RADF+ADU facility: (Qty-01Nos)			
1	Model	Desktop	
2	RADF Facility	RADF Facility with minimum 50 sheets originals, capable of scanning both sides of the original automatically	
3	ADU	Automatic Duplex Unit for Duplex copying and printing	
4	Copying Speed	16 CPM for A4 size (minimum)	
		Copy Speed A4	
		Copy Speed A3	
5	Copy Resolution	600 dpi x 600 dpi (minimum)	
6	Paper Input Capacity (for 80 GSM)	250 Sheets x 1 Cassette with 50 Sheets bypass tray (minimum)	
7	Numbers of copies handled per quarter	Approx. 25000 copies	
8	Numbers of copies per day	500 to 2000	
9	Continuous Operation	2 hrs (minimum)	
10	Zooming capacity	50% to 200% in step of 1%	
11	Multiple Copying	01 to 99 or higher	
12	Drum type	OPC	
13	Locking arrangement	Electronic lock with password protection	

ANNEXURE-A3 TECHNICAL SPECIFICATION			
Sl. No.	Description	BHEL Requirement	Vendor's Confirmation/Comments
ITEM:30 Heavy Duty Digital Photocopier with RADF+ADU facility: (Qty-01Nos)			
1	Model	Heavy Duty	
2	RADF Facility	RADF Facility with minimum 100 sheets originals, capable of scanning both sides of the original automatically	
3	ADU	Automatic Duplex Unit for Duplex copying and printing	
4	Copying Speed	35 CPM for A4 size (minimum)	
		Copy Speed A4	
		Copy Speed A3	
5	Copy Resolution	600 dpi x 600 dpi (minimum)	
6	Print Resolution	600 dpi x 600 dpi (minimum)	
7	Paper Input Capacity (for 80 GSM)	500 Sheets x 2 Cassette with 50 Sheets bypass tray (minimum)	
8	Numbers of copies handled per quarter	Approx. 60000 copies	
9	Numbers of copies per day	500 to 2000	
10	Continuous Operation	2 hrs (minimum)	
11	Zooming capacity	50% to 200% in step of 1%	
12	Multiple Copying	01 to 99 or higher	
13	Drum type	OPC	
14	Locking arrangement	Electronic lock with password protection	
15	Trolley Stand	Built in	

**PRICE FORMAT FOR 5 YEARS OPERATING LEASE
BHEL, Tiruchy-14**

ANNEXURE-C

5Year Operating Lease Option (Quarterly Rental) (All values in Indian Rupees)										ANNEXURE-C			
RENTAL CHARGES													
PART-A	Enq.S Ino	Item Description PART-A (Quarterly payment in arrear)	Qty	Quarterly rental rate per machine	% of Lease Tax (CST/VAT)	Quarterly Lease tax value per machine.	Total Quarterly Rental charge /Machine including Tax	Total quarterly rental charge for Total quantity including all taxes	Total value for Total quantity for five years including all taxes	<p>Cell shaded in grey color shall be filled by vendor and submitted along with Part-I (Technical Bid)</p> <p>*1% of the total meter reading will be reduced towards wastage while calculating number of copies for payment.</p> <p>**Only paper,electricity and operator are provided by BHEL.</p>			
			Q	A	B	C=AxB	D=A+C	E=DxQ	F=Ex5x4				
	10	Desktop Model Digital Photocopier as per Annexure-A1	6										
	20	Digital Photo copier with RADF+ADU- Desktop model as per Annexure-A2	1										
	30	Digital Photocopier with RADF+ADU, Heavy Duty model as per Annexure-A3	1										
	TOTAL												
				PART-A	Netcash outflow for 5 years								
COPY CHARGES INCLUDING CSMC (Comprehensive service & maintenance charges)													
PART-B	ItemDescription	Qty	Approximate No. of copy / Quarter / Machine *	Copy charge/Page including consumables Rs.(Excluding taxes) **	% of taxes applicable for Column C (VAT/CST)	Charges per page towards CSMC in Rs. (Excluding taxes)	% of Service tax applicable on CSMC charges (Column E)	Total Copy charge/page including taxes	Copy charge per machine per Quarter	Copy charge for Total machine per quarter	Copy charges for Total Machine for five years		
		A	B	C	D	E	F	G=C+(CxD)+E+(ExF)	H=GxB	J=HxA	K=Jx5x4		
	40	Desktop Model Digital Photocopier as per Annexure-A1	6	20000									
	50	Digital Photo copier with RADF+ADU- Desktop model as per Annexure-A2	1	25000									
	60	Digital Photocopier with RADF+ADU, Heavy Duty model as per Annexure-A3	1	60000									
	TOTAL								PART-B-	Netcash outflow for 5 year			
								In Rs=((Part A + Part B)					
Copy charge/Page including consumables valid for further 2 years period after end of the lease period in Rs.(Excluding taxes)													
Copy charge/Page towards CSMC valid for further 2 years period after end of the lease period in Rs.(Excluding taxes)													

**PRICE FORMAT FOR Outright Purchase
BHEL, Tiruchy-14**

ANNEXURE-D

OUTRIGHT PURCHASE (All values in Indian Rupees)									ANNEXURE-D			
OUTRIGHT PURCHASE VALUE												
PART-A	Enq.S Ino	Item Description PART-A	Qty	Basic rate per machine	Standard warranty period in years	% of Taxes (CST/VAT)	Rate/machine including taxes	Value for total machine including taxes	Cell shaded in grey color shall be filled by vendor and submitted along with Part-I (Technical Bid) *1% of the total meter reading will be reduced towards wastage while calculating number of copies for payment. **Only paper,electricity and operator are provided by BHEL. ***Charge/Pgae towards CSMC will be applicable only after the std. warranty period			
			Q	A		B	C=A+(AxB)	D=CxQ				
	10	Desktop Model Digital Photocopier as per Annexure-A1	6									
	20	Digital Photo copier with RADF+ADU- Desktop model as per Annexure-A2	1									
	30	Digital Photocopier with RADF+ADU, Heavy Duty model as per Annexure-A3	1									
TOTAL				<i>Total Value</i>		PART-A						
COPY CHARGES INCLUDING CSMC (Comprehnsvie service & maintenance charges)												
PART-B		ItemDescription PART-B (Quarterly payment in arrear)	Qty	Approximate No. of copy / Quarter / Machine *	Copy charge/Page including consumables Rs.(Excluding taxes) **	% of taxes applicable for Column C (VAT/CST)	Charges per Page towards CSMC After warranty period Excluding taxes in Rs. ***	% of Service tax applicable on CSMC charges (Column E) ***	Total Copy charge/Paget including taxes	Copy charge per machine per Quarter	Copy charge for Total machine per quarter	Copy charges for Total Machine for five years
			A	B	C	D	E	F	G=C+(CxD)+E+(ExF)	H=GxB	J=HxA	K=Jx5x4
	40	Desktop Model Digital Photocopier as per Annexure-A1	6	20000								
	50	Digital Photo copier with RADF+ADU- Desktop model as per Annexure-A2	1	25000								
	60	Digital Photocopier with RADF+ADU, Heavy Duty model as per Annexure-A3	1	60000								
TOTAL								PART-B-	Netcash outflow for 5 year			
								In Rs=((Part A + Part B)				
Copy charge/Page including consumables valid for further 2 years period after end of the lease period in Rs.(Excluding taxes)												
Copy charge/Page towards CSMC valid for further 2 years period after end of the lease period in Rs.(Excluding taxes)												

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS.

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the bidder does not confirm acceptance to the terms and conditions proposed, BHEL reserves the right to reject such offer)

CHECK-LIST FOR BIDDERS

SI No	DESCRIPTION
1.	<p>The Bidders shall submit their offer in TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope.</p> <ul style="list-style-type: none"> ❖ Envelope I: This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked "Part I - Technical and commercial bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. ❖ Envelope II: This sealed envelope should contain price details. This envelope should be clearly marked "Part II - Price bid", indicating Enquiry No., Due Date and Address & Reference of the Bidder. This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I. <p>All the two envelopes (Part I&II) shall be put in one cover, duly sealed, super scribing as "Part I and Part II of Enquiry No., due date of opening" and the address and reference of the Bidder. The offer received without the above guidelines, will not be considered for opening.</p> <p>Offers will be accepted & received till 14.00 hrs on the due date. Therefore Vendors shall ensure to submit the offers before this time. Late offers will not be considered.</p> <p>The Tenders should be addressed to the following address to</p> <p align="center">The Tender Opening Cell/MM Room No-26 , Building – 24 , Ground Floor Bharat Heavy Electrical Limited Tiruchirapalli- 620014 .</p> <p>In case personal delivery of the offer, it shall be dropped into the respective box after duly entering the data in the system kept in room no 26 .</p> <p>Vendors are requested to avoid submission of offers thro email / fax . In case of any unavoidable situation, offers shall be sent thro email to the following mail ID only "tender_ cell@bheltry.co.in "</p> <p>As such Tenders are being opened by Common Tender opening Cell , offer covers should be sealed with tender's distinctive seal and super scribed with correct Tender NO, item of supply and due date of Opening</p> <p>Tenders should be free from CORRECTIONS AND ERASURES. Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.</p> <p>Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered!</p>
2.	<p><u>OPENING OF TENDERS</u></p> <p>The Part I - Technical & commercial bid would be opened on the Tender opening date.</p> <p>Part II - Price bid of technically and commercially suitable Bidders alone would be opened after complete evaluation of Part-I. Hence the Bidders are required to submit their best competitive price in the price bid in a sealed cover (Part-II). In case of necessity BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed price bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in this Annexure-A (Point no.17). Date and time of Price Bid (Part-II) opening / RA conducting date shall be intimated to the technically and commercially acceptable bidders only. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - price bid/ (RA).</p>
3.	<p>Taxes and Duties :</p> <p>All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Service Tax Reg No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.</p> <p>Income Tax applicable</p> <p>Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. Applicable service tax on E&C charges will be payable extra. The liability of depositing the same to the Govt. will be of the bidder.</p> <p>Income tax depreciation will be claimed by BHEL</p>

<p>4.</p>	<p><u>Stage-I: Evaluation of Technical & Un-priced Commercial Bids</u></p> <ul style="list-style-type: none"> ➤ Only those Bidders who meet all the requirements as per Eligibility Criteria (Annexure-B1) for Bidders will be considered for further evaluation. ➤ Technical and un-priced commercial bid of the bidder shall be opened and evaluated for acceptability of Technical offer, technical suitability, acceptance of technical and commercial terms. BHEL Trichy will evaluate the Technical bid submitted by the Bidders. ➤ Prior to price opening of bids, BHEL will determine whether each bid is accompanied by required commercial terms & conditions, fulfils the qualifying requirement stated in Bidding Document and compliance to the requirement of the Bidding Document. <p><u>Stage –II: Evaluation of the Price Bid:</u></p> <p>The evaluation of tenders will be as follows:</p> <ul style="list-style-type: none"> ➤ Technically cleared offers will be considered for price evaluation ➤ Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL, Trichy ie. on cumulative L1 value for the entire scope of requirements (delivered cost (or) Net cash outflow for total number of machines to BHEL). The total value referred here is including of the total rental charge & CSMC(Comprehensive service & maintenance charge) for 5 years + total printing charge for 5 years (approximate qty)+ taxes & duties + Feight & insurance + packing & forwarding. ➤ The contract will be awarded to a single party for the total scope, based on the above evaluation.If some discrepancies are found between the rate given in words and figures, the rate in words shall be taken as correct. ➤ For rental part, the bidder shall quote the quarterly rental charges/machine ➤ For printing part, the bidder shall quote the printing charge per page ,taxes & duties and CSMC charges per page, taxes & duties. ➤ BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed price bid, which will be decided after techno-commercial evaluation. Information and general terms and conditions governing RA as per point 17. 	
<p>No row shall be left blank. Please indicate NA, in case the item is “not applicable”</p>		<p>Vendor’s confirmation</p>
<p>5.</p>	<p>Maintenance during the lease period shall not be sub-contracted. The maintenance engineers posted at site shall be direct employees of the bidder.</p>	
<p>6.</p>	<p>Validity: Validity of the offer should be 120 days from the date of tender opening. BHEL reserves the right not to consider offers from bidders with validity less than 180 days from the date of tender opening.</p>	
<p>7.</p>	<p>Terms of Payment:</p> <ul style="list-style-type: none"> ➤ Purchase Order will be released on the successful bidder. ➤ Successful bidder shall sign Bipartite operating Lease Agreement as per BHEL format. ➤ Lease period will start after issue of Commissioning Certificate by BHEL Trichy. ➤ Quarterly lease rental charges + copy charges(actuals) become payable at the end of each quarter after certification by BHEL Trichy.Bidder shall submit the invoice after each quarter. 100% quarterly payment will be made after 45 days from the date of submissionof invoice. ➤ Bidder shall submit the invoice in triplicate for processing the bills on calendar quarter basis ➤ Deduction for non-availability as per SLA (Point No.25) will be made from the quarterly rental. ➤ 1% of the total meter reading will be reduced towards wastage while calculating number of copies for payment. <p>Any deviation from the above payment term, BHEL reserves the right- not to consider such tender (or) will attract loading as mentioned below.</p> <ul style="list-style-type: none"> ➤ “Base rate of SBI (as applicable on the date of bid opening. Techno-commercial bid opening in case of two part bids) + 6% shall be considered for loading for the period of relaxation sought by bidders. 	
<p>8.</p>	<p>Liquidated damages (LD):</p> <p>The delivery of the goods/services specified in the purchase order should be made within the time prescribed. LD for delay in ‘Supply’ & services will be applicable to the delays attributed to vendor.. Where the seller supplies or services/works the goods, beyond the delivery period Liquidated damages shall be applicable 0.5% of the total order value per week or part thereof subject to a maximum of 10% of the total order value.</p> <p>For staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of the delay or part thereof subject to a maximum of 10% of the total order value.</p> <p>Any deviation from the above LD clause, loading will be applied to the extent to which it is not agreed by the bidder (at offered value).</p>	
<p>9.</p>	<p>Risk Purchase:</p> <p>Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the bidder has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. Thebidder shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases..</p>	

10.	<p>Force Majeure clause: If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.</p>	
11.	<p>Delivery Schedule: ➤ Delivery period (2 weeks from the date of LOI or PO) ➤ Installation period for above machines within 4 weeks from the date of LOI or PO</p>	
12.	<p>BHEL will consider the ranking after the loading is applied as referred above wherever deviations are observed.</p>	
13.	<p>Guarantee: (1) During the period of lease rental / CSMC all defective parts / modules shall be replaced / rectified free of cost without any cost implication on BHEL. (2) Any part / module that becomes faulty shall not be blamed to be the fault of BHEL. The faulty parts/modules shall be repaired within the scope of lease rental / CSMC. <u>Offers from bidders not accepting the requested guarantee period/Warranty will be rejected.</u></p>	
14.	<p>Short shipment / Warranty replacement: In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the bidder. Any warranty replacement during the lease period shall be on FOR/ BHEL-Destination basis.</p>	
15.	<p>Inspection & Testing: All goods shall be subject to inspection by BHEL or its authorized representatives at bidder's works (or) at BHEL destination or at any other place in India indicated by BHEL as the case may be. The bidder will not charge for the facilities provided for inspection of goods. The final inspection and acceptance of the project will be carried after installation of the equipment at BHEL, Destination.</p>	
16.	<p>Test certificates / Operating and Maintenance manuals : The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost</p>	
17.	<p>Reverse Auction (RA): BHEL reserves the right to conduct on-line internet Reverse Auction ie. ONLINE BIDDING (THROUGH A SERVICE PROVIDER) for finalizing the Tender. This decision will be communicated to the technically qualified vendors after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below Vendors are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry.</p> <ol style="list-style-type: none"> 1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate. 2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet. 3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained. 4. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through service provider for compliance. 5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to participate in the event. 6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction 7. Reverse auction will be conducted on scheduled date & time. 8. At the end of Reverse Auction event, the lowest bidder value will be known on the network. 9. The lowest bidder has to Fax/e-mail the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail. 10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure. 11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price Bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice. 12. BHEL reserves the right to negotiate if need be, with the "L1" vendor of the Reverse Auction 13. BHEL reserves the right not to consider offers from vendors not complying with the RA process for finalization of the enquiry. 	

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Signature with date:

	<p>14. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.</p> <p>In case BHEL decides to go for reverse auction, the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.</p>	
18.	<p>Ethical Standard</p> <p>Bidders are expected to observe the highest standard of ethics during the procurement and execution of this contract. In pursuit of this policy, BHEL will reject a proposal for award if it determines that the bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the contract. For the purposes of this provision, the terms set forth below are defined as follows:</p> <p>a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in contract execution; and</p> <p>b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the benefits of competition to BHEL.</p> <p>By signing the bid forwarding letter, the bidder represents that for the software it supplies, it is the owner of the intellectual property rights. Willful misrepresentation of these facts shall be considered as fraudulent practice without prejudice to other remedies that BHEL take.</p>	
19.	<p>Non Disclosure Agreement</p> <p>The bidder shall sign a Non Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for the Non Disclosure Agreement is attached as Annexure-III.</p>	
20.	<p>INDEMNITY</p> <p>The contractor hereby undertakes to indemnify BHEL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family Pension & Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.</p> <p>The Contractor shall defend, indemnify and hold BHEL harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees/ labourers of the Contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.</p> <p>BHEL shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the contractor's employee(s)/ staff/labourers under any circumstances while an employee(s) / labourer is engaged in the BHEL 's duty under the contract.</p> <p>The contractor shall make regular and full payment of wages/salaries including overtime/night halt allowance etc. as applicable as per rules in force and any other payments due to his employees/labourers and furnish necessary proof whenever required by BHEL.</p>	
21.	<p>INSURANCE POLICIES</p> <p>The Contractor shall at his own cost take insurance and maintain at all times until the close out of the Contract, insurance policies in respect of equipment and workmen engaged by him for providing services under this Contract.</p>	
22.	<p>TERMINATION OF THE CONTRACT</p> <p>BHEL reserves the right to terminate the Contract, at any stage during the period of the Contract based on the contractor's performance, by giving 30 days notice in writing.</p> <p>BHEL shall have the right to terminate this contract if:</p> <ol style="list-style-type: none"> 1. The contractor fails to provide services or contractual obligations in accordance with the SLA (Point No.25) 2. The contractor suspends the performance of all or part of the services, or 3. The contractor abandons the services, or 4. The contractor becomes bankrupt or goes into receivership (or) liquidation or makes an assignment for the benefit of his creditors. <p>In the event of termination of contract, the amount due to the Contractor as per contractual provisions after recovery of dues (from Contractor's pending invoices, as the case may be), shall be released to them.</p>	
23.	<p>ARBITRATION</p> <p>All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and Reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirappalli as per the Guidelines of the Govt. of India.</p> <p>However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of</p>	

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Signature with date:

	Contract.	
24.	<p>Amendment of bidding documents</p> <p>BHEL Trichy may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL Trichy.</p> <p>Amendments made prior to submission of bid will be provided in the form of addenda / corrigendum to the bidding documents and will be posted only on the BHEL website (http://www.bhel.com&http://www.tenders.gov.in) in tender notification section. Hence the bidders are requested to visit the web pages regularly for updates.</p>	
25.	<p>Service Level Agreement</p> <p>a) Bidder shall be responsible for continuous and smooth operations for the entire lease period.</p> <p>b) Only paper, electricity and operator is provided by BHEL. Any other facilities, if required, will have to be arranged by the vendor</p> <p>c) The vendor shall post required number of Service Engineers at BHEL premises to ensure the 100% availability on monthly basis. In case the copier under break -down is not put back to operation in 2 working days 50% of the monthly rental charges will be deducted, and if the break-down exceeds 5 working days, 100% of the monthly rental charges will be deducted. In case break-down exceeds 10 working days BHEL reserve the right to cancel the contract for particular copier and would make alternate arrangement, and all charges will be deducted from vendor's bill.</p> <p>d) Comprehensive Service & Maintenance charge (CSMC) shall cover services, repairs and replacements necessary to keep the hardware and software in good working conditions.</p> <p>e) Bidder shall maintain sufficient spares, in BHEL Trichy to ensure immediate attention in case of break down.</p> <p>f) As the vendor is responsible for the supply of consumables/spares and non-availability due to want of consumables/spares will be treated as downtime.</p> <p>g) Any problem referred by the user department shall be attended to within 24 hours from the time of call. The vendor shall maintain sufficient stock of spares and consumables at BHEL premises.</p> <p>h) If the operation of the copier is not satisfactory (Due to excessive wastage of paper, poor quality of copies / prints, wastage of paper due to miss feed) copier shall be replaced within 5 days.</p> <p>i) Any complaint shall be resolved immediately and that at any point of time if any machine is down and a delay is anticipated in repairing, suitable temporary replacement Copier shall be provided for continuity of the service.</p>	
26.	<p>Confidentiality:</p> <p>➤ Vendor shall at all times undertake to maintain complete confidentiality of all information. Resident engineers and other connected people shall sign non-disclosure agreement format as specified in BHEL ISMS procedures.</p> <p>➤ Successful bidder shall sign Bipartite Lease Agreement as per BHEL format.</p>	
27.	<p>General Conditions</p> <p>1. Point by point confirmation for the Technical Specification enclosed to be provided. Offers received without confirmation to our specification will be liable for rejection. If needed additional sheets shall be used.</p> <p>2. The vendor shall insure, copier for any accidental damages caused or incidents happened during the period of lease and BHEL will not bear any cost in case of any damages or missing.</p> <p>3. At the end of lease period, if BHEL decides to retain the equipment, vendor shall undertake CSMC of the equipment at the rate per page cost for a minimum period of 2 years.</p> <p>4. If vendor is not OEM, suitable back to back service agreement with OEM / Authorized service Dealer shall be entered by Vendor for the maintenance accordingly for the entire rental period and copy of the same shall be submitted to BHEL. Rental will start only after verification of the same.</p> <p>5. All the copier shall be from the same OEM for ease of operation.</p> <p>6. Copier offered must be capable of using stationery generally available in India and the quality of paper shall not be reason for any downtime or malfunction of copier system.</p> <p>7. Vendor has to specifically verify that the offered products have no deviations from BHEL technical specification (As per annexure-II).</p> <p>8. Transportation and other related costs if any, for taking back the Copiers at the end of lease period shall be borne by the vendor.</p> <p>9. The rental charge and the copy rate per page +CSMC will remain fixed during the lease period.</p> <p>10. The bidder shall confirm to maintain the same copy charge per page during the five year rental period, if the total copy quantity exceeding over the approximate quantity for five years</p> <p>11. Invoices for the Lease rental/quarter & copy charge/quarter for each machines shall have to be certified by the individual User Department's representative for payment.</p> <p>12. The first Lease rental invoice shall be raised after completion of calendar quarter basis from the date of installation and commissioning of the copier at the designated location in BHEL, Tiruchy. The installation and commissioning certificate shall be jointly signed by the User Department's representative and the Vendor's representative.</p> <p>13. Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. "Newness" certificate from OEM shall be furnished for all items.</p> <p>14. Prices shall be quoted item wise only as per the model format enclosed. An unpriced copy shall be submitted along with technical bid where in the applicable Taxes and Duties Shall be clearly</p>	

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Signature with date:

	<p>specified</p> <p>15. Insurance for the complete Systems/Goods shall be arranged by the Vendor at his own risk and cost throughout the period of lease. Purchaser/Lessee, under any circumstances, will not be responsible for any loss/damage/theft of any Systems/goods, due to any reasons, whatsoever Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor. Evidence of insurance policy shall be submitted to BHEL. If the Vendor fails to renew the policy before the expiry, BHEL will effect the insurance from the lease rental.</p> <p>16. Make, Model, Product No and Details of each Item must be mentioned clearly</p> <p>17. Incomplete offers will not be considered for further processing</p> <p>18. Fixed price:Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.</p> <p>19. The Bidder shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.</p> <p>20. BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.</p> <p>21. BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.</p> <p>22. All Equipments / Services including Personnel for carrying out the installation and commissioning of the Equipment shall be arranged by the bidder. If any Services is availed from BHEL, it is only on chargeable basis unless otherwise specified.</p> <p>23. The bidder shall provide necessary Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.</p> <p>24. The Bidder shall arrange for boarding, lodging and logistics of onsite commissioning engineer and operations engineers.</p> <p>25. The quarterly leased rental payment will commence only after:</p> <ul style="list-style-type: none"> ➤ Successful commissioning of total machines number of machines at BHEL Trichy and signing of commissioning certificate signed by individual user department. ➤ Signing of Bipartite Lease Agreement 	
28.	Company Details & Contact	
	Full Address of the company for future correspondence / placing order. (Copy of address proof & PAN card shall be attached along with Part-I)	
	Company Email ID:	
	Phone No.:	Fax No
	Pan No	CST /TIN No
	Service Tax No.	
	Name of the contact person:	Mobile No.:
	e-mail ID	
<p>For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail<pgavictor@bheltry.co.in></p>		

NOTE:-

- a) Your specific acceptance to our Payment terms, LD clause and Risk Purchase Clause are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- b) **No row shall be left blank. Please indicate NA, in case the item is “not applicable”**

Declaration:-

We have gone through and understood the ‘General guidelines & instructions to bidders for submitting offer’ enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

Name:

Designation:

Department:

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

Annexure-II

No Deviation Certificate
(To be given in bidder's letter head)


Ref: BHEL's Enquiry No. _____ Dated _____

It is Certified that the offered solution vide Enquiry No. _____ dated _____
_____ in response to BHEL's enquiry mentioned under reference has no Technical
deviation from the requirement of BHEL, Trichy given vide the Technical
Specification (Requirement).

Date:

Bidder's Signature with seal

Annexure-III

 BHEL - TRICHY	THIRD PARTY NON-DISCLOSURE AGREEMENT	Doc.No. : ISMS-04/TP/011	
		Ver. No: 2.0	Rev. No: 00
		Date : 01 - 10 - 09	

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL, Trichy on contract is confidential and that the nature of the business of the BHEL, Trichy is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Trichy Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL, Trichy all documents and property of BHEL, Trichy, including: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL, Trichy's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, Trichy and are reasonable given the nature of the business carried on by the BHEL, Trichy I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without

duress. Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature