

BHARAT HEAVY ELECTRICALS LIMITED
Boiler Auxiliaries Plant
Ranipet



SUPPLY OF A0 PRINTER FOR BHEL RANIPET

ON FINANCE LEASE
FOR A PERIOD OF 5 YEARS

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Tender Specifications for supply of A0 printer for BHEL Ranipet

1.0 Request for Proposal :

1.1. Please submit your detailed offer in two part bid system i.e

Part-I. Technical and Commercial (unpriced bid) in a sealed cover

Part-II. Priced offer in another separate sealed cover

2.0 Eligibility Criteria for the bidders

'Bidder' means the Original Equipment Manufacturer / System Integrator who is offering the equipment for this tender.

'OEM' means the Original Equipment Manufacturer whose equipment is being offered by themselves or System Integrator for this tender.

The Bidder shall fulfill the following eligibility criteria, and copies of necessary documents shall be submitted for evidence.

Sl. NO.	Description	Vendor Conformance (YES/NO)
1	THE BIDDER SHOULD BE IN THE A0 LED PRINTER BUSINESS, INVOLVING SUPPLY AND MAINTENANCE OF PRINTERS. PO COPIES SHOULD BE ENCLOSED. ONLY PRINTER OEMS AND THEIR AUTHORIZED SALES-CUMSERVICE DEALERS IN INDIA SHALL BE ELIGIBLE TO QUOTE.	
2	THE BIDDER SHOULD HAVE REGISTERED AND INCORPORATED OFFICE IN INDIA	
3	BIDDER TO PRODUCE THE PROOF OF THE COMMISSIONING CERTIFICATE AND PERFORMANCE CERTIFICATE FOR THE A0 PRINTER FROM THE ALREADY SUPPLIED CUSTOMER FOR ATLEAST ONE NUMBER OF PRINTER IN THE LAST TWO YEARS. ALL CUSTOMER REFERENCES TO CLEARLY INDICATE THE E-MAIL ID,MOBILE AND OFFICE PHONE NUMBERS OF CUSTOMER CONTACT.	
4	BIDDER / OEM SHOULD NOT HAVE BEEN UNDER HOLD OR DELISTED OR BANNED BY ANY OF THE BHEL UNITS AS ON TECHNICAL AND TILL PRICE BID OPENING DATE FOR THE SUPPLY OF A0 PRINTER. BIDDER SHOULD GIVE DECLARATION TO THIS EFFECT.	
5	THE BIDDER NOT BEING OEM,SHOULD HAVE PARTNERSHIP WITH THE OEM OF THE PROPOSED EQUIPMENT. COPY OF THE PARTNERSHIP DOCUMENT SHOULD BE ENCLOSED.	
6	BIDDER OTHER THAN OEM SHOULD SUBMIT AUTHORISATION LETTER FROM OEM TO QUOTE ON BEHALF OF OEM FOR THIS TENDER.	

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Signature with date:

((Relaxation of the above pre-qualification and eligibility criteria will not be entertained under any circumstances. Hence bidders who do NOT comply with one or more of the above eligibility criteria NEED NOT apply).

Note:

- 1) The bidder shall sign all the pages of the Tender document and all the supporting documents. Signing of the documents means that the Bidder has fully understood the Tender and complies with all the requirements. In case of any deviation, it has to be brought out explicitly.**
- 2) Bidder shall note that the lease rental contract will be on Bipartite agreement**
- 3) BHEL reserves the full right to reject any bidder based on other reasons deemed fit but not mentioned above.**
- 4) BHEL has the right to cancel/re-float the Tender at its discretion.**

1. All the two covers shall be duly super - scribed with tender reference and due date of opening. These covers shall be put in a single cover duly 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 for Sln 4. Techno Commercial Conditions, Sln 5- Salient features of the Tender and Sln 6 Technical Specifications. All the Annexures should be filled and submitted along with the technical bid (no row shall be left blank), else your offer is liable for rejection.

3. Offers with validity of less than 90 days and non - acceptance of LD, RP clause , PBG & payment terms, 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 the clarifications may be sought at least ten 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 bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Point No 4.13)

7. BHEL will consider MSME vendor as per Government guidelines.

8. This tender cannot be split-up to more than one vendor. Hence the entire scope will be awarded to only lowest bidder of the tender.

9. Vendors are requested to avoid the following in their Bid Documents:

- a) Loose or spiral bound bid documents.
- b) In case of any corrections / overwriting in the tender documents, the same shall be duly attested by the bid submitter.

List of Attachments :

1. Annexure-A Price format Financial Lease
2. Annexure-B Price format Outright Purchase
3. Annexure -C Letter of Authority
4. Annexure – D – MSME Authorization Certificate
5. Annexure-I No deviation certificate
6. Annexure-II Third Party non-disclosure agreement
7. Annexure-III Past experience
8. Annexure - IV Bank Guarantee formats

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3.0 INSTRUCTIONS AND GUIDELINES TO BIDDERS

3.1 INTRODUCTION

M/s. Bharat Heavy Electricals Limited (BHEL), A Govt. of India Undertaking is today one the largest engineering enterprise of India with an excellent track record of performance. The company has 14 manufacturing divisions, 8 Service centers and 4 power sector regional centers, besides project sites spread all over India and abroad and also regional operations divisions in various state capitals in India for providing quick service to customers. BHEL manufactures over 180 products under 30 major product groups and meets the needs of core-sectors like power, industry, transmission (including railways), defense, telecommunications, oil business etc. Products of BHEL, make have established an enviable reputation for high quality and reliability. BHEL incorporated under the Companies Act 1956 having registered office at BHEL House, Siri Fort, New Delhi- 110 049 invites offers for Rental and guarantee (R&G) basis of Equipments / services in BHEL, as per Technical specifications, Salient terms and conditions and Commercial Terms and Conditions detailed in the tender documents.

3.2 RENTAL AND GUARANTEE (R&G) SCHEME (FINANCIAL LEASE)

Rental and guarantee(R&G) period under the scheme shall be five years and the Total price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance including repair/replacement of parts during the entire rental and guarantee (R&G) period, all taxes and duties, insurance, any other incidental charges, etc (R&G) contract period of five years shall start from the date of successful completion of installation and acceptance by BHEL, Ranipet. Details of acceptance procedure and requirement are enclosed separately along with technical specifications. Vendor shall be responsible for comprehensive on-site maintenance of the supplied equipments and services during the entire (R&G) period. Payments shall be released in quarterly installments in arrears, as per Payment Terms, Salient terms and conditions and Commercial Terms and Conditions.

3.3 BIDDER TO INFORM HIMSELF FULLY:

3.3.1. The bidder shall closely peruse all the clauses, specifications and requirements etc. indicated in the tender documents, before quoting. Should be bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc. bidder shall at once contact the official inviting the tender, for pre-bid discussions/clarifications, before submission of the tender.

3.3.2. Bidders are advised to study all the tender documents carefully. Any submission of tender by them shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implication thereof. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the bidder in his offer.

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3.4 PROCEDURE FOR SUBMISSION & OPENING OF BIDS

SI No	DESCRIPTION
3.4.1.	<p>The bidders shall submit the offer in single stage with TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope.</p> <p>ENVELOPE-1 “PART-I : TECHNO-COMMERCIAL PART”</p> <p>The following details are to be written on the top of the envelope:</p> <p>NAME OF WORK: ENQ. NO. DUE DATE: FROM: [NAME & ADDRESS OF BIDDER]</p> <p>This envelope shall contain (i) Techno-Commercial (Part-I) of bidding documents in original duly stamped and signed on each page along with un priced bid with indicating applicable taxes and duties, (ii) Techno commercial details including all supporting documents in “Original” as per check list provided and duly signed and stamped in each page.</p> <p>ENVELOPE-II: “PART-II: PRICE PART”</p> <p>This part should contain the schedule of price particulars and must be co-related to the technical details provided in Part I</p> <p>The following details are to be written on the top of the envelope:</p> <p>NAME OF WORK BIDDING DOC. NO. PRICE PART (DO NOT OPEN) FROM: [NAME AND ADDRESS OF BIDDER]</p> <p>The Bidder shall submit only price/rates as per Schedule of Rates without any condition. Condition indicated, if any, in the price part shall not be taken cognizance of and such bid may be rejected without assigning any reasons thereof.</p> <p>The prices shall be filled up both in figure and in words and rounded off to the nearest rupee. No overwriting or use of correction fluid shall be accepted. Any correction shall be signed by the authorized signatory.</p> <p>All the two envelopes (Part I and Part 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.</p> <p>The above offer should reach this office on or before the due date by 1400 Hrs. (IST) and the offer will be opened by 1430hrs. Late offers will not be considered.</p> <p>Tender should not be addressed to any individual's name but only by designation to:</p> <p>SDGM / Purchase (Utility) Boiler Auxiliaries Plant, Bharat Heavy Electricals Ltd., RANIPET 632 406.Tamil Nadu</p>

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Signature with date:

SI No	DESCRIPTION
3.4.2	<p>Tenders should be free from CORRECTION AND ERASURES, Correction if any, must be attested. All amounts shall be indicated both in words as well as in figures.</p> <p>a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the BHEL, there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.</p> <p>b) If there is an error in a total corresponding to the addition/subtraction of sub totals , the sub-totals shall prevail and the total shall be corrected; and</p> <p>c) If there is a discrepancy between the words and the figures, the amounting words shall be prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amounting figures shall prevail subject of (a) and (b) above</p> <p>d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with the target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the BHEL, the bid is liable to be ignored.</p> <p>Offers should be in ENGLISH and accompanied by detailed technical literature, catalogues and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered.</p> <p>The PART – I shall consist of the following:</p> <p>1. Bound volume of:</p> <p>a) Technical specification, salient terms and conditions and checklist duly filled for all the items. The bidder should offer only as per Technical Specification of the equipments. The bidder shall furnish point-by-point compliance against each item of the specification. The bidder shall avoid just indicating “we are fully complying with the technical specification” Instead point by point confirmation shall be furnished. Any deviations from the above and incomplete offers are liable to be rejected. The purchaser reserves the right to accept or reject the technical offer.</p> <p>b) If the offer provides any extra features and sub-systems in addition to those called in the tender, it shall be explicitly brought out.</p> <p>c) Bill of material of major items</p> <p>d) The un-priced copy of the price bid format shall be the same as the price bid but without the prices. All the quoted prices/rates etc, shall be replaced with the word “QUOTED” or “Q” in the un-priced copy.</p> <p>e) Enclosures as defined in checklist of formats</p> <p>f) Copy of Price Bid format Annexure-A and Annexure B (without indicating prices)</p>
3.4.3	<p>PART – II: (PRICE-BID)</p> <p>Price bids of only techno-commercially short listed vendors will be opened. Price format containing PRICES only (to be furnished in the enclosed price schedule format only ie. Outright purchase & 5 year financial lease Annexure A and Annexure B). Prices shall be quoted in Indian Rupees only. Price quoted should be on rental per quarter on 5 years Financial Lease basis.</p>

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SI No	DESCRIPTION
	Price Bid should not contain any technical details and/or commercial terms and conditions as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid (s). If the offer provides any extra features and sub-systems in addition to those called in the tender, it shall be explicitly brought out with cost implications. However, no extra weightage will be given for such items during evaluation.
3.5	<p>OPENING OF TENDERS:</p> <p>Only one representative from each firm will be permitted for the tender opening.</p> <p>PART-I (Techno-commercial bid) shall be opened on the due date and time as specified in the Tender Notice, in the presence of bidders who may like to attend.</p> <p>PART-II – Price bid of technically suitable Bidders alone would be opened after complete evaluation of Part-I. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Point No.4.13). 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 / Reverse Auction (RA).</p>
3.5.1	Literature, Pamphlets submitted along with the offer shall only be treated as supplementary information. All their contents shall be considered as unread and also will not be considered as part of the quotation. The information/details provided as per our formats / annexures shall only be considered and evaluated.
3.5.2	Manufacturer's name, Model No. Trade mark or Patent No. if any, should be specified. Vendor not submitting their bids in two parts. i.e. PART-I (Techno-Commercial bid) & Part II (PRICE BID) will be out rightly rejected.
3.6	<p>VADILITY OF OFFER</p> <p>Offer shall be kept valid for 90 days from the date of Tender opening</p>
3.7	<p>DEVIATIONS</p> <p>Bids shall be submitted strictly in accordance with the Technical specification and Terms and conditions of the tender enquiry. Vendors have to submit a “No Deviation Certificate” in Part I of his offer as per sample enclosed (Annexure I).</p>
3.8	<p>LANGUAGE & CORRECTIONS</p> <p>The bidder shall quote the rates in English language and international numerals only. The metric system of units shall be used, for the purpose of tender.</p>
3.8.1	Bidder shall fill the ORIGINAL tender documents issued by BHEL. All entries and signatures in the bid shall be in BLUE INK only. Each page of the bid shall be signed and stamped using official seal of the company by the bidder.
3.8.2	All entries shall be filled in neat and legible handwriting. No over-writings erasures and corrections are permitted and may render such bids liable for rejection.
3.8.3	However, if any cancellations, corrections and insertions are in the bid, the bidder shall duly attest the same.

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3.9	REJECTION OF BID AND OTHER CONDITIONS
3.9.1	Bidders are requested to note that point by point confirmation should be provided for the technical specification and wherever columns, rows and spaces are provided, it should be filled with relevant data without fail. Any format not properly filled, partially filled or not filled will make the bid liable for rejection. In case, any bidder fails to do so or fills up irrelevant data, BHEL is not bound to seek clarification on such items and will be free to reject the tender summarily.
3.9.2	Bids not received by the date and time shall be rejected. Any relevant information pertaining to this tender can be obtained only from in the website http://www/bhel.com or http://tenders.gov.in or http://eprocure.gov.in/cppp/ You are requested to visit the website as per company norms.
3.9.3	The Purchaser reserves to itself, full rights for the following without assigning any reasons, whatsoever: a) to reject any or all the bids b) to increase or decrease the quantities.
3.9.4	The offer is liable to be rejected, if it is found that after price bid opening, the checklist of Price Bid submitted by the bidder in Part I offer, is different from the Price Bid (Part II).
3.9.5	Purchaser reserves the right to reject a bid at any stage or to cancel the order/contract, if awarded and forfeit the Bank Guarantee, if it is found that the bidder has deliberately given wrong/misleading information in his bid.
3.9.6	The offer is liable to be rejected, if it is found that the bidder has not quoted prices/rates of one or more of the enquired equipments.

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3.9.7

Stage-I: Evaluation of Technical & Un-priced Commercial Bids

Only those Bidders who meet all the requirements as per Eligibility Criteria 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 Ranipet will evaluate the Technical bid submitted by the Bidders.

During the Technical Evaluation of the bid, BHEL Ranipet may ask for additional information / resources to validate the bid. These may include technical documents / white papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to OEM's lab or their clients reference site, etc. Failure to furnish information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid.

There shall be no deviation from the technical specification. **"No Deviation Certificate"** as per the format shall be submitted **(Annexure-I)**.

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.

Stage –II: Evaluation of the Price Bid:

The evaluation of tenders will be as follows:

Technically cleared offers will be considered for price evaluation

Evaluation of the offer will be based on L1 of the total value for the entire scope of work (delivered cost (or) Net cash outflow to BHEL – Grand Total of Part A, Part B and Part C put together of Annexure A of 5 years Financial lease option – quarterly rental).

The contract will be awarded to a single party for the total scope, based on the above evaluation.

Order will be placed for the 5 years Lease Rental only. BHEL reserves the right to place the AMC order for the 6th and 7th year on the successful bidder based on the need at a later date if required, for the price quoted for AMC.

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 (including principal repayment, tax, interest, support charges, etc.) for 5 years.

For printing part, the bidder shall quote the printing rate per linear meter for Consumables and Maintenance, taxes& duties and other applicable charges

BHEL reserves the right to go for 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 4.13.

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4.0 Techno Commercial Conditions of the Tender Vendor's

Confirmation

<p>4.1</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 Lease Agreement as per BHEL format ⌚ Lease period will start after issue of Commissioning Certificate by BHEL Ranipet <p>Quarterly lease rental charges + Consumables and Maintenance charges per linear meters (actuals) become payable at the end of each quarter after certification by BHEL Ranipet /BHEL . Bidder shall submit the invoice after each quarter. 100% quarterly payment will be made within 45 days for MSME vendor and within 90 days for non MSME vendor from the date of submission of invoice and acceptance by the BHEL authorized official .</p> <ul style="list-style-type: none"> ⌚ Bidder shall submit the invoice in triplicate for processing the bills. ⌚ Deduction for non-availability as per Service Level Agreement (SLA) will be made from the quarterly rental. ⌚ 5% on the monthly meter reading will be reduced towards wastage while calculating number of copies for payment. <p>Payment will be released after submission of verified invoices and on certification by BHEL, Ranipet authorized official and other documents to be submitted by vendor for claiming quarterly Rental Charges , Consumables and Maintenance Charges</p> <p>A) In the first quarter:</p> <ul style="list-style-type: none"> - Copy of bipartite lease agreement - Newness certificate for all equipments - Copy of insurance valid for one year - Proof of delivery/installation certificates signed by BHEL official - Original copy of certificates signed by BHEL official certifying only non-availability figures for the quarter - Invoice in triplicate(in original) - Certificate for payment of Service tax/VAT along with copy of payment challan. <p>B) All subsequent quarters:</p> <ul style="list-style-type: none"> - Original copy of certificate signed by BHEL official certifying only non-availability figures for the quarter - Invoice in triplicate(in Original) - Certificate for payment of Service tax/VAT along with copy of payment challan. <p>C) Annually: Copy of renewal of insurance valid for the next one year.</p>	
<p>4.2</p>	<p>Performance Bank Guarantee (PBG):</p> <p>The Bidder, in the event of an order, should furnish a bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a proforma prescribed by BHEL, alongwith the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for throughout the contract period of Five years from the date of receipt / acceptance / commissioning of the equipment at BHEL, Ranipet</p> <p>Bank Guarantee Formats are attached in the Annexure – IV</p>	

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Signature with date:

<p>4.3</p>	<p>Liquidated damages (LD):</p> <p>It is clearly understood among the parties to the contract that "Time is the essence of the contract ". Therefore, the delivery/commissioning of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified the purchaser will have no obligation to accept the goods. If accepted liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay subject to a maximum of 10% of the order value will be levied.</p> <p>Liquidated damages @ ½% per week subject to a maximum of 10% shall be applicable for delay in the Period for completion of the Installation & Commissioning work For the purpose of Imposing LD, the FOB delivery (B/L date) shall be considered. BHEL reserves the right to reject offers from bidders not accepting the above LD clause, with maximum LD as 10%.</p>	
<p>4.4</p>	<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. 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>	

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4.5	<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. The bidder shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.</p>	
4.6	<p>Force Majeure clause:</p> <p>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 installment shall not be deemed to be a waiver of time in respect of remaining deliveries.</p>	
4.7	<p>Delivery terms and evaluation process:</p> <p>Bidders should submit their offer for FOR Destination basis. Packing & Forwarding and Freight & Insurance charges from works to BHEL, Destination to be inclusive of basic rate. Applicable % of taxes& duties should be clearly indicated.</p> <p>Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL) as defined in clause 3.7</p>	
4.8	<p>Delivery Schedule:</p> <ul style="list-style-type: none"> ⌚ Delivery schedule for Supply of machines =>6 weeks form the date of Order ⌚ Installation period for above machines=> 3 weeks from the delivery date 	
4.9	<p>Guarantee:</p> <ol style="list-style-type: none"> (1) During the period of lease rental / R & G 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 . <p><u>Offers from bidders not accepting the requested guarantee period/Warranty will be rejected.</u></p>	
4.10	<p>Short shipment / Warranty replacement:</p> <p>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>	
4.11	<p>Inspection & Testing:</p> <p>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>	

4.12	<p>Test certificates / Operating and Maintenance manuals :</p> <p>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>	
4.13	<p>Reverse Auction (RA):</p> <p>BHEL reserves the right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified bidders after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below Bidders 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 bidder 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. Bidders have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the bidder 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 bidder 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 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 bidder 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 in the presence of those tenderers who choose to be present. 12. BHEL reserves the right to negotiate if need be, with the "L1" bidder of the Reverse Auction <p><u>BHEL reserves the right not to consider offers from bidders not complying with the RA process for finalization of the enquiry.</u></p>	
4.14	<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-II.</p>	

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

4.15	<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 PF, ESI 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>	
4.16	<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>	
4.17	<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.4.30) 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/ Security Deposit, as the case may be), shall be released to them.</p>	
4.18	<p>Amendment of bidding documents</p> <p>BHEL Ranipet 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 Ranipet.</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>	
4.19	<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>	

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Signature with date:

4.20	<p>ACCEPTANCE OF ORDER</p> <p>Bidder shall submit Letter of acceptance for the LOI/order/contract within one week</p>	
4.21	<p>PATENTS & TRADEMARKS</p> <p>Bidder shall at all times indemnify BHEL against all claims which may be made in respect of the systems/goods/software supplied, for infringement of any right protected by patent, registration of designs or trademarks and legality of usage of software. In the event of any such claims being made against BHEL, BHEL will inform the bidder who shall at his own cost either settle any such dispute or conduct any such dispute or conduct any litigation that may arise there from.</p>	
4.22	<p>Settlement of disputes:</p> <p>Except as otherwise specifically provided in the order/contract, all disputes concerning questions of the facts arising under the orders/contracts shall be decided by the Purchaser/Lessee subject to written appeal by the Vendor/Lessor to the Purchaser/Lessee, whose decision shall be final to the parties thereto.</p>	
4.23	<p>Arbitration:</p> <p>All disputes or differences whatsoever which may arise at any time during execution of the contract to the extent possible shall be settled amicably between BHEL and Contractor as per provision of the contract. However, in the event of such disputes cannot be settled amicably, such disputes shall be referred to a sole arbitrator as per the provisions of the Arbitration and Conciliation Act, 1996 of the Govt. of India and its subsequent amendments. The venue for arbitration shall be RANIPET only. The Sole Arbitrator shall be the Unit Head of BHEL Ranipet or his Nominee. 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 and conditions of contract.</p>	
4.24	<p>Court:</p> <p>The Ranipet court alone shall have the exclusive jurisdiction over this contract.</p>	
4.25	<p>Withdrawal from the Contract</p> <p>In case the bidder withdraws the offer submitted by him/her after it is accepted by BHEL and fails to supply the goods as per the terms and conditions of the contract, or at any time repudiate the contract wholly or in part, BHEL shall be at liberty to cancel the purchase order and to recover from the bidder the extra cost and the other loss incidental to the breach of contract on the part of the bidder.</p>	
4.26	<p>All the items as required to meet the tender scope of supply shall be in the supplier's scope. Any equipment, material, software or supplies which may not be specifically mentioned in the specifications but which are necessary for carrying out the contract works within the scope of the tender are to be provided for and rendered to by the vendor. Such items not quoted by the vendor, if found necessary during execution of the contract, shall have to be supplied at no extra charge by the vendor.</p>	

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4.27	All compensation/ dues or other sums of money payable by the Vendor/lessor to BHEL, under the terms of this contract or under any other contract with BHEL, may be deducted from the security deposit or from any sums which may be due or may become due to the vendor/lessor payable by BHEL on any account whatsoever and in the event of his security deposit being reduced by reason of such deduction or sale as aforesaid, the contractor shall within seven days make good in cash or in securities endorsed as aforesaid, any sum or sums by which the security deposit has been so reduced	
4.28	No interest shall be payable by BHEL on Earnest Money or Security Deposit or any money due to the Contractor by BHEL.	
4.29	<p>Rates: Rates are to be quoted on R&G on quarterly basis for 5 years R&G period on F.O.R destination basis inclusive of all taxes and duties, freight, handling and packing charges, transit insurance, installation, regular insurance and on-suite comprehensive maintenance including spares during the entire R&G period and shall remain FIRM without any variation till completion of the R&G contract</p> <p>Rates are to be quoted as per Price Bid Format. Details of prevailing rates of taxes on R&G contract should be indicated separately on the price bid format. Bidders, in their own interest, are requested to check up and indicate the different tax tariff like "Right to use Tax/Lease Tax"/service tax. etc. on R&G rental and evaluation will be based on taxes (Rate, Assessable value and Tax amount) indicated by the bidder in the price schedule. Taxes not mentioned by the bidder in their bid as above will not be entertained at later date. However, during the execution of the contract any statutory increase or decrease in the above taxes indicated in the price bid as above and/or imposition of new taxes on R&G will be entertained against documentary proof ie. Original invoice, relevant tax & duties notification copy, proof of payment of taxes (challan copy) and a certificate for payment of taxes for the invoices claimed</p>	
4.30	<p><u>Service Level Agreement (SLA)</u> a).Bidder shall be responsible for continuous and smooth operations for the entire lease period.</p> <p><u>Downtime calculation for A0 LED printer, folder and other accessories.</u> b).The supplier shall carry out proper maintenance of the hardware, after the commissioning, so as to ensure and provide a minimum of 97% uptime (Preventive Maintenance and non operation for want of consumables counted as downtime) of whole system consisting of main equipment and accessories on a monthly basis considering 8 hours operation per day. This figures has to be guaranteed and in the event of the system not performing to the guaranteed level, pro-rate reduction will be made in the rental. The supplier is to note that, in case of breakdown of any critical equipment, the prorated cut will also apply to all other hardware and peripherals affected by the breakdown.</p> <p>If the uptime for equipment / system falls below 95% continuously for 3 months, the system / equipment shall have to be replaced by the Vendor , without any extra charge. The supplier is to note that, in case of breakdown of any critical equipment, the prorated cut will also apply to all other hardware and peripherals affected by the breakdown. If the availability of the system or part there of is continuously below 75% over a period of 3 months, BHEL reserves the right to terminate the contract in full, without any cost implication.</p> <p>c). Maintenance and service shall cover services, repairs and replacements necessary to keep the hardware and software in good working conditions.</p> <p>d).Bidder shall maintain sufficient spares, in BHEL Ranipet to ensure immediate attention in case of break down.</p> <p>e). 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>f).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>g).If the operation of the Printer is not satisfactory (Due to excessive wastage of paper, poor quality</p>	

	<p>of copies / prints, wastage of paper due to miss feed) Printer shall be replaced within 3 working days.</p> <p>h).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 Printer shall be provided for continuity of the service.</p>	
4.31	<p>Taxes and Duties :</p> <p><i>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.</i></p> <p>Cenvat credit& VAT credit if any Excise Duty is payable, the chapter head / sub -head reference and the rateof the duty should be quoted. If the tenderer is availing CENVAT credit for his input materials, the effect of proforma credit should be passed on to the purchaser</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.Income tax depreciation will be claimed by BHEL</p>	
4.32	<p>Maintenance:</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>	
4.33	<p>Validity of the tender</p> <p>Validity of the offer should be 90 days from the date of tender opening.</p>	
4.34	<p>Contract :</p> <p>This tender document shall be deemed to form an integral part of the contract to be entered into for this work. The successful bidder shall have to enter into a Bipartite Lease Agreement on non-judicial stamp paper of required value as per Tamil Nadu Government rules within 30 days of award of the contract, which will remain valid for the currency of the contract.</p>	
4.35	<p>Other clauses:</p> <p>a. Vendor/Lessor must offer all the software ,licences and support for complete solution. All licenses must be in the name of BHEL. Licenses must be clearly mention the validity period and renewal policies.</p> <p>b. The Vendor/Lessor shall include and provide all other hardware or software items that are not explicitly mentioned herein but are required to fulfill the intended specification.</p> <p>c. No items shall be offered whose end of sale has been declared by the OEM or has been declared to be under phase out.</p>	

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4.36

MSME status - Applicable for Indian vendors only

As per the public procurement policy notified by the central government, micro and small enterprises quoting within the price band of L1+15% shall be allowed to supply the requirement up to 20% of the tender value subject to condition that such enterprises bring down their price to L1 price where L1 price is from other than a micro and small enterprise. If L1 offer is from a micro / small enterprise, this provision will not be applicable. In case more than one micro and small enterprise is there within this span, the supply shall be shared proportionate to the tender quantity. (70:30 or 50:30:20 of the eligible quantity).

Note: Special provision for micro and small enterprises owned by SC or ST: -

Sub target of 20% (i.e. 4% out of 20%) would be earmarked for procurement from micro and small enterprises owned by the scheduled caste or scheduled tribe entrepreneurs provided that in event of failure of such micro and small enterprises to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement ear-marked MSE owned by scheduled caste or scheduled tribe entrepreneurs shall be met from other MSE enterprises/s. Such of those suppliers who are all ready registered with BHEL, Ranipet as an MSE and whose registration is valid on the date of the tender opening (technical bid opening date in the case of two part bid) will be considered as eligible for the above concession.

In their own interest the registered Bidders are advised to check the current status of the validity of the registration, which is one year from the date of the certification by the Chartered Accountant before submitting their Bid document/s. In the event that on the date of the tender opening the registration is not valid, then the Supplier will be treated under non-MSE category for this tender.

In case the validity of the registration has expired and if the Bidder wants to be considered as an MSE then, the supplier shall submit the necessary certificate from a Chartered Accountant certifying the status of their Unit / Works clearly specifying the address of the works which is to be considered as MSE and send the same to BHEL, Ranipet either before the tender opening date or as a part of the tender document. If the offer is accompanied with the certificate, then the Bidder would be considered as an MSE. If the certificate is sent separately BHEL will not be responsible for any postal / courier / delivery delays and the status as on the date of the bid opening as available with BHEL, Ranipet's records shall be used for reckoning the status of the Bidder as an MSE or otherwise.

Offer/s received without these documents will be treated as non-MSE and order finalization will be done based on this premise.

Documents submitted after Bid-opening will not be considered in this tender.

This provision for MSE will apply subject to the condition that the participating MSE meets the tender requirements.

	<p>In case of any change in the MSE status of the Bidder, it shall be the responsibility of the Bidder to notify the change as a part of the Bid document. If at a later date it comes to the knowledge of BHEL, Ranipet that the change in the status has not been intimated by the bidder and the order is obtained under the premise of an MSE then BHEL would cancel the pending order against this tender and taken necessary steps for suspension of the business dealing with the Bidder as per the procurement policy of BHEL.</p> <p>In case after the bid opening it is seen that no MSE has become L1, then depending on the nature of the item, if it is not possible to split the tendered items / quantities on account of reasons like customer contract requirements of supplying one make for a given project or technical reasons like the tendered item being a system etc.. then BHEL would not counter offer the L1 prices even though there may be MSE Bidders within the +15% band of L1.</p>	
4.37	<p>Fore-closure: In case of fore-closure of the Rental and Guarantee agreement by the BHEL for reasons not attributable to the bidder, pro-rata compensation will be payable. Compensation will be equivalent to the basic price component of the remaining quarters of the Rental and Guarantee period and the ownership of the equipment shall be transferred to BHEL.</p>	

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