



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
A & S SECTION (MM), JHANSI - 284120
E-mail: opgupta@bheljhs.co.in Phone No. 0510 - 2412482

PRESS TENDER NOTICE NO : WC/PC/16-17/01

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NOTICE INVITING TENDER

Fax : 0510- 2412120
Phone 0510-2412482


Sealed Tender are invite in two part system for installation of 9 Nos. Medium Duty Plain paper Photo Copier Machines on Rental Basis for 2 years for use at various departments of BHEL JHANSI. Detailed specification and other terms and condition are available on Our web site [http:// www.bhel.com](http://www.bhel.com). Tender documents Can also be obtained from our office on payment of Rs. 400+VAT @14.5% = Rs. 458/- (Four Hundred & Fifty eight only) in cash or demand drafts in favour of BHEL, Jhansi payable at Jhansi.


Last Date of submission of Bids : 24.05.16, 13 :15 Hrs.

Tender opening Date : 24.05.2016, 14 :00 Hrs.

Tender Fee : Rs. 400+VAT @14.5% = Rs. 458.00
EMD : Rs. 40,000.00

Tender Room Location: Tender Room, Near to CISF Gate, Administrative Building, BHEL JHANSI.


30.04.16
(O.P. Gupta)
SR. MANAGER (MMX)


30/4/16
B.S. YADAV.
(OFFICER. PRINT ROOM)



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TENDER NOTIFICATION

Tender Notice for installation of 9 Nos. Medium Duty Plain Paper Photo Copier Machines on Rental basis.

Sealed Tenders are invited in two bid system for installation of 9 Nos. Medium Duty Plain paper copier Machines on Rental Basis for use in various departments of BHEL JHANSI.

Estimated Cost : **Rs. 8.94 Lakhs**

EMD : **Rs. 40,000/- by DD OR Bankers Cheque only, those who have deposited one time EMD of Rs. 2,00,000/-, they may enclose photo copy of the same with the tender. EMD must be enclosed along with technical offer.**

Tender Cost : **Rs. 400+ VAT@14.5% = Rs. 458.00 (To be submitted separately) Alongwith the Technical bid.**


Last Date of submission of bids: 24.05.16, 13 :15 Hrs

Tender Room Location : **Tender Room**
(Tender to be dropped **Administrative Building Gate**
In tender Box before **(CISF)**
Due date & Time) **BHEL JHANSI**

Note :-

Tender will not be considered if:

- Receipt /Draft of Tender Fee Rs. 400/- + VAT @14.5% i.e. Rs. 458.00 not enclosed.
- Tender not submitted in two bid i.e. Techno Commercial and Price Bid.
- EMD (Rs. 40,000/- demand draft or banker's cheque not received alongwith Technical Bid).


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Subject: Tender for installation of 09 Nos. Medium Duty Plain Paper Photo Copier Machines on Rental Basis.

Sealed Tender are invited in two- bid system from reputed agencies for installation of 09 Nos. medium duty plain paper copier machines on rental basis for use in various departments at BHEL JHANSI. Specification of machines, Scopes of works, General terms and conditions etc are as per following Annexures.


Annexure- I	:	Tech Specification.
Annexure- II	:	Scope of Works.
Annexure- III	:	Qualifying Requirement.
Annexure- IV	:	Important Commercial Terms and Conditions.
Annexure- V	:	Payment Terms
Annexure- VI	:	Price- Bid
Annexure- VII	:	Security Deposit
Annexure- VIII	:	Format of Indemnity Bond

Others Particulars are given below:

1. Last date of receipt of offers: 24.05.16, 13 :15 Hrs
2. Tender Opening Time: 24.05.16, 14 :00 Hrs
3. Rental Period: 2 Years from the date of installation.
4. Bidder should submit their offer in double cover containing two separate sealed envelope i.e. Part-A "Techno Commercial Offer & Part-B " Price Bid"

Both the envelope to be superscribed with 09 Nos. Medium Duty Paper copier Machines" and contents of envelope with **NIT No. and due date of opening**. Initially Part A "Technical cum commercial offer" shall be opened.

"Price Bid" offer of only those tenderers shall be opened whose offers are found techno-commercially acceptable. Techno commercial bid must be accompanied with earnest money deposit (EMD) of Rs. 40000/-) and Tender cost Rs. 458/- separately, in the form of pay order or demand draft in favour of "**BHEL, Jhansi**" payable at Jhansi. Offers without EMD and Tender Cost shall be summarily rejected.


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5. The earnest money of the unsuccessful bidder will be refunded normally within 15 days of acceptance of award of work. EMD of the successful bidder shall be converted and adjusted against the security deposit.
6. The successful bidder shall be required to execute an arrangement on UP Non-judicial Stamp paper of Rs. 100/- in the form prescribed by BHEL. The expenses of completing the agreement shall be borne and paid by the vendor.
7. Bill shall be raised on Quarterly basis from the date of installation and payment shall be made as per BHEL norms after certification by user department.
8. Validity of the offer should not be less than 120 days from the date of opening of tender.
9. Bidder shall sign each page of quotation and any addition or deletion shall be counter signed. Incomplete or unsigned quotation and any addition or deletion shall be counter signed. Incomplete on unsigned quotations are liable to be rejected.
10. BHEL JHANSI reserves the right to accept or reject any / all quotations without assigning any reasons whatsoever.
11. The Bidder should have documents regarding statutory obligation such as Registration with concerned authorities, PAN No. etc.
12. Registration number of the firm should be clearly mentioned while quoting the tender.
13. The vendor shall be responsible for enforcing all safety regulation applicable to BHEL and is advise to take adequate insurance cover of its representatives , workers,


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GENERAL TERMS AND CONDITIONS

Bidders must submit a covering sheet with their quotation indicating page no where the required / submitted documents are placed. i.e.

SI No.	Details of Documents	Particulars	Quotations Page No. From ...To...
1-	Complete specification with techno commercial bid	Leaflet	
2-	Details of Tender fees of Rs. 458.00 (Cash receipt / Draft /Bankers Cheque no.)		
3-	EMD of Rs.40, 000.00 (Draft no. /Banker's Cheque no.)		
4-	PAN/TAN No.		
5-	Service Tax Number (PAN based)		
6-	Valid Sales Tax Registration No. issued by Sale Tax Department to be enclosed, if material is supplied/consumed.		
7-	Each and every page of Tender documents duly filled, signed and stamped, in original issued by BHEL		
8-	Blank price bid duly sealed and signed by bidder.		
9-	Average Annual financial turnover during last three years, ending on 31 st March 2015. Should be at least 30% of the estimated cost. Duly audited Financial Statement / Balance Sheet/ Certificate from CA to be submitted as supporting documents. If all balance sheets are not available for all three years the average shall be calculated by dividing the sum of turnover of submitted Balance sheets/ Certificate from CA / Financial statement by three.		


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10-	Self-Certificate that he is not blacklisted/banned/delisted on the date of tender		
11-	Self-Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any Unit/region/office of BHEL		
12-	Self-Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude		
13-	Tenderer should provide contact details i.e. Name of Contact person, mobile no., Land line No., FAX No. , E mail Address		
14-	Indemnity Bond format	Annexure-VIII	

P. Gupta
30.04.16

B. D. Singh
30/4/16



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ANNEXURE- I

MEDIUM DUTY PLAIN PAPER PHOTO COPIER MACHINES ON RENTAL BASIS

TECHNICAL SPECIFICATION

TYPE Of Machine	Desk Top	Accepted/ Not Accepted
Copying System	Laser beam scanning and electro photographic printing.	Accepted/ Not Accepted
Original Size	Any size up to (297x 420 mm) , A-3	Accepted/ Not Accepted
Type of Original	Sheets	Accepted/ Not Accepted
Copy paper weight	60-90 GSM	Accepted/ Not Accepted
Magnification	Zoom 50% to 200%	Accepted/ Not Accepted
Copying Speed	A4 Size: - 20 copies per minute, Min. A3 Size: - 15 Copies per Minute, Min. (Machines having higher speed shall be preferred).	Accepted/ Not Accepted
Monthly Copy Volume	Average Load : 10000 copies/months per Machine (May vary from Machine to Machine).	Accepted/ Not Accepted
Duty Cycle	Continuous running for at least one hour	Accepted/ Not Accepted
Multiple Copies	1-99	Accepted/ Not Accepted
Copy Select	Ten Key System	Accepted/ Not Accepted
Paper Feeding	Paper Feed with two Paper Trays Location for .A3 & A4.. In addition machines to have one By-Pass (Manual). Capacity of each Tray shall be 250 sheets of 75-80 G.S.M. (Min).	Accepted/ Not Accepted
Toner Density Control	Automatic	Accepted/ Not Accepted
Process Control	Micro Computer based with OPC Photoreceptor Machines with OPC receptor Drum will be preferred. Machine to have self diagnostic system Facility for indication of paper misfeed, Want of toner, empty paper cassette and Requirement of servicing etc.	Accepted/ Not Accepted
Power Source	AC 200/240 volts, 50 Hz.	Accepted/ Not Accepted
Supply of Consumables	Copying paper, Electricity and Operator will be arranged By BHEL, while supplier will be responsible to ensure Continuous availability of Toner, Drum etc. to avoid holdup of work.	Accepted/ Not Accepted

Handwritten signature and date: 30.04.16

Handwritten signature and date: 30/4/16

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	Toner, Drum etc. to avoid holdup of work.	
Installation	Supplier shall install the NEW machines and demonstrate the operation of the same on each location of installation of Machine. Supplier shall furnish documentary evidence viz Excise Duty Gate pass, Custom Clearance etc. Showing that new machine has been installed.	Accepted/ Not Accepted
Rental Period	The contract shall be valid for a period of 2Years from the date of installation of Machines.	Accepted/ Not Accepted
Installation Period	Supplier shall install all machines within 15 days from the date of awarding of contract / LOI . Failing which EMD of Rs. 40,000.00 will be forfeited.	Accepted/ Not Accepted

Note: All the Technical Specification have to be accepted by bidder, otherwise the offer may be bypassed.


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ANNEXURE- II

Scope of Work for Medium Duty Plain Paper Photo Copier Machines.

- (1) Function : Plain Paper Copier Machines shall be used for printing of Drawing & documents of size A-4 and A-3 in various departments.
- (2) Supply of Machines : New Machines shall be installed and documentary Evidence viz. Excise duty Gate pass, Custom Clearance, (In case of imported machine) invoice, Challan , Guarantee Certificate etc to be furnished. Before start of contract.
- (3) Up- Keep of Machine :
- (a) The supplier has to maintain the machine to ensure that the machine are in working order giving quality prints for minimum 97% of the available time (to be calculated on the basis of 8 hours a shift per day).
 - (b) Deduction towards down time of the machine shall be made as follows:-
 - Down time up to 32 working hrs. : 2% of basic machine rent will be deducted
 - Down time above 32 working hrs. up to 64 working hrs.: 5% of basic machine Rent will be deducted.
 - Down time above 64 working hrs. :Rental Charges for that quarter will not be payable.
 - (c) Regular Preventive maintenance of the machines shall be undertaken
 - (d) The machine shall be provided with extended preventive maintenance after crossing 2 lakhs copies and complete refurbishing shall be done after crossing 4 lakhs copies without extra charges.
 - (e) In case breakdown of any machine is more than 10% continuously for 3 months, the supplier should replace the machine with a new one.
 - (f) After 6 lakhs copies have been made on a particular machine, the machine shall be replaced by a new one by the supplier without extra charges.
 - (g) If required, the machines shall be replaced inside the plant without any charges by the supplier.


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- (4) **Response to Complaints :** All the complaint must be attended within 4 hours of registration. For this supplier has to ensure that sufficient number of staff/Mechanic/Engineer of service personnel are available at Jhansi.
- (5) **Consumables :** Supplier shall maintain adequate stock of consumables e.g. Toner, Developer etc and spare parts needed for perfect functioning of machines at Jhansi.
- (6) **Bidder to whom contract will be awarded has to give the demonstration on each location where machine is installed.**

Hand
30.04.16

Bidder
30/4/16



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ANNEXURE- III

QUALIFYING REQUIREMENTS

1. Should have PAN/TAN number. Copy of PAN No./ TAN No. to be submitted.
2. Self-Declaration that he is not blacklisted/under hold from BHEL Jhansi or banned by any Unit/region/office of BHEL.
3. Self Declaration that he should not be guilty by a Court of Law in India for any offence involving fraud, dishonesty and moral turpitude.
4. EMD shall be submitted along with Techno Commercial Bid .
5. Tender Fees shall be submitted along with Techno Commercial Bid.
6. Blank Price Bid to be submitted along with Techno Commercial Bid
7. **Average Annual Financial** turnover during the last 3 years, ending 31st March 2015 should be at least 30% of the estimated cost. Duly Audited Financial Statement / Balance Sheet/ Certificate by CA to be submitted as a supporting document.


If all Balance Sheets/Financial Statements are not available for all three years than the average shall be calculated by dividing the sum of turnover of submitted Balance Sheet/ Certificate from CA/ Financial Statement by three.

8. Experience:
 - a) During last 7 years ending on 31st March, 2016, bidder should have experience of at least one completed work for similar work in Govt. Sector/PSUs only. (Similar work means photo copying works). Or
 - b) Bidder should be a shop/establishment registered under Shop and Establishment Act for photo copying work on or before 31st March, 2015. Or
 - c) Bidder should be Manufacturer/ Authorized Stockiest/ Authorized Dealer/ Authorized Service Centre of reputed brand of Photocopy Machine.
9. Self-declaration that vendor shall have local representative (Jhansi based) for attending complaints and repair & maintenance in case work is awarded to them.

(Note: Must enclose relevant documents in support of all of the above.)

I/We agree with the above
Signature of Bidder with Seal

Executive In charge


30.04.16


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ANNEXURE- IV

IMPORTANT COMMERCIAL TERMS & CONDITIONS FOR INSTALLATION OF 09 NOS. MEDIUM DUTY PLAIN PAPER PHOTO COPIER MACHINES ON RENTAL BASIS.

1. The quotation should be in two parts i.e. part A "Technical Cum Commercial offer" and "Price Bid" in part B in separate envelopes duly marked. The price bids will be opened only for the technically cum commercially accepted offers after technical scrutiny.
 - a. Successful vendor will ensure to stock all the spares, and other consumables at JHANSI Local office and also, post suitable numbers of well trained service engineers for giving regular service for preventative maintenances as per schedule and to attend any service call within 4 hours of the complaint made.
 - b. Deduction towards the excessive down time (in hours or part there of) will be made from the quarterly basic machine rent of the supplier as follows:

- Down time up to 32 working hrs	:	2% of basic machine rent will be deducted
- Down time above 32 working hrs. up to 64 working hrs. Working hours	:	5% of basic machine rent will be deducted
- Down time above 64 working hrs.	:	Rental Charges for that quarter will not be payable.
2. Supplier will furnish documentary evidence that new machines have been installed.
3. The contract will be for 2 years and remain FIRM till the completion of contract period with respect to all the terms & conditions and prices. Rental Period will be started from date of installation.
4. The successful vendor have to furnish a security deposit as per (works policy) and enclosed Annexure VII
5. Photo Copy Machines shall be insured by the vendor at their own cost.
6. Rates should be quoted both in figures & words.
7. Bharat Heavy Electricals reserves the right to open / accept/ reject/ cancel/negotiation / split up any tender/ contract at any stage.
8. If any withdraw their tender after opening of tender or does not install the machine as per the contract or does not allow any terms & conditions of the contract EMD/ Security deposit shall be forfeited.


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9. In case tenderer doesn't install all machines within fifteen days from the date of issue of LOI/Contract, Earnest money will be forfeited.

10. INDEMNITY BOND/COMPLIANCE OF LEGAL PROVISION

10.01 BHEL Jhansi shall not be liable for any compensation whatsoever in the case of accident/injury to the person employed by the contractor coming in the premises of BHEL Jhansi. Contractor shall pay all claims/ compensation/ damages / penalty/ fine or any amount payable to the individual/ authorities payable due to accident/ injury to the person employed by the Contractor.

10.02 That BHEL-Jhansi will not, in any manner be responsible for any act, omission or commission of the workers engaged by contractor and no claim in this respect will lie against BHEL- Jhansi. If any such claim is made against BHEL-Jhansi by any worker or his heirs engaged/employed by the contractor, which BHEL-Jhansi is obliged to discharge by virtue of any statute or any provision of law and rules due to mere fact of the workers of the contractor working at BHEL-Jhansi premises or otherwise, the contractor will be liable to indemnify/ reimburse BHEL-Jhansi all the money paid in addition to the expenses incurred by him. The contractor must indemnify and keep indemnified BHEL-Jhansi against all losses and claims for injuries or damage to any person or property whatsoever which may arise of or in course of the operation of the contract and against all claims, demands, proceedings, damages, cost, charges and expenses whatsoever in respect of contingencies depicted herein shall be deemed as expected risk.

10.03 The Contractor has to make an agreement with BHEL in the format prescribed only on Rs. 100/- Non-Judicial Stamp Paper.

11. The Contractor shall compensate BHEL for any loss or damage to the plant/property, material of BHEL due to his workmen/representatives/machines, negligence or otherwise during execution of work.

11.1 In the event of contractor abandoning the work or BHEL revoking the contract BHEL shall have a right to get incomplete work completed at contractor's risk and cost. BHEL shall have a right to terminate the contract at any time without assigning any reason thereof.

12. SETTLEMENT OF DISPUTE/JURISDICTION/ARBITRATION ETC.

BHEL Reserve the following rights:-

To evaluate the bid as per BHEL policy and Govt. guidelines including CVC/ Vigilance guidelines by the tender committee duly constituted by BHEL Management . The decision of BHEL, Jhansi Management or Tender committee duly approved by competent authority shall be final and binding to bidder.

12.1 CONFIDENTIALITY

The parties agree & acknowledge that in the course of their discussion and interaction, BHEL may disclose information of confidential proprietary nature relating to its business,


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products, know-how, technology, customers, employees and financial to the contractor. Such information shall be considered as confidential .the contract agrees to keep it confidential & secret at all times and not directly or indirectly disclose to any party other than its employees and authorized personnel's strictly on a need know basis, without the prior written permission of BHEL.

12.1 (A) TERMINATION

BHEL reserves the right to Terminate contract awarded for any contravention of statutory provision or any other reasons without assigning any explanation or notice to the contract.

12.1 (B) SUSPENSION

BHEL reserves the right to suspend performance of any or all of its obligations under the contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons obligations until ordered in writing to resume such performance by the same authority that ordered for suspension.

12.2 JURISDICTION

Any matter of dispute arising out of or in connection with this contract shall be under jurisdiction of Jhansi Court only.


12.3 ARBITRATION:-

All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of unit (BHEL Jhansi).

The award of the arbitration shall be final and binding on both the parties. The venue of the Arbitration shall be at Jhansi in India. The Award to be given by the Arbitrations shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Jhansi court.

I/We agree with the above
Signature of Contractor with Seal

Executive In charge


30.04.16


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BLANK PRICE BID

PRICE BID FOR PLAIN PAPER PHOTO COPIER MACHINE

The offered rates must be on per copy basis as per the following tables.


Sl No.	Description of work	Rate quoted by vendor (in figure and words)
1.	RATE OF PHOTO COPY	Please do not quote Price here
2.	RENTAL PER MONTH PER MACHINE	Please do not quote Price here

NOTE:

- I Formula for calculating L1 shall be :
Estimated Cost Per Machine Per month = 11305 (copies) X (Rate of Sl No. 01 in Rs.) + Rate of Sl No. 02.
- II Lowest will be decided on the formula above at note- I.
- III In case any bidder submit a conditional price bid like discount for timely payment, Interest etc., the offer shall be bypassed.

Accepted

**Signature of tender
With seal and date**


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ANNEXURE- V

PAYMENT TERMS

Payment shall be released on quarterly basis upon receipt of bill from the contractor.

Bill shall contain of the following details.

- (i) Basic Machine Rent
- (ii) No. of prints taken out from the machine in the quarter.
(Based on Machine Reading and verified by the dept.)
- (iii) Deduction towards following:
 - Downtime will start after 4 hrs. from the moment complaint is lodged and will end when the user department certifies that machine is working satisfactorily.


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ANNEXURE- VI

PRICE BID

PRICE BID FOR PLAIN PHOTO COPIER MACHINE

The offered rates must be on per copy basis as per the following tables.


Sl. No.	Description of work	Rate quoted by Vendor (in figure and words).
1.	RATE OF PHOTO COPY	Rs. _____ Per copy
2.	RENTAL PER MONTH PER MACHINE	Rs. _____

NOTE:

- I. Formula for calculated L1 shall be :
Estimated Cost Per Machine Per month = 11305 (copies) X (Rate of Sl No. 01 in Rs.) + Rate of Sl No. 02 .
- II. Lowest will be decided on the formula above at note 1 .

Accepted

**Signature of tender
With seal and date**


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ANNEXURE- VII

SECURITY DEPOSIT:

Security Deposit should be collected from the successful bidder. The rate of security Deposit will be as below:

- 1- Up to Rs. 10 lakhs: 10%
 - 2- Above Rs. 10 lakhs up to Rs. 50 lakhs: Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.
 - 3- Above Rs. 50 lakhs: Rs. 4lakhs +5% of the amount exceeding Rs. 50 lakhs.
- 1- The security Deposit should be collected before start of the work by the contractor.
 - 2- Security Deposit may be furnished in any one of the work by the contractor.
 - I. Cash (as permissible under the income Tax Act)
 - II. Pay Order, Demand draft in favour of BHEL.
 - III. Local cheques of scheduled banks, subject to realization.
 - IV. Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
 - V. Bank guarantee form Schedule Bank/ Public Financial institutions as defined in the companies Act. The FDR should be in the name of Contractor, A/C BHEL, duly discharged on the back.
 - VI. Security Deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be collected before start of the work and the balance 50% may be recovered from the running bills.
 - VII. All charges (Bank Charges etc.) If any, for the above shall be borne by the vendor.
- (Note: In case of small value contracts not exceeding Rs. 10 lakhs and all SAS jobs, work can be started before Security Deposit is collected. However , payment can be released only after collection/ recovery of initial 50% Security Deposit).
- VIII. EMD of the successful tender can be converted and adjusted against the security deposit.
 - IX. The Security Deposit shall not carry any interest.
- (Note: acceptance of Security Deposit against Sl No. (iv) and (v) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any matter connected therewith).
- 3- Security Deposit shall be refunded to the vendor after successful completion of Contract period (Including extension, If any), However increase in Contract value shall lead to additional Security Deposit as per above clause.


30.04.16


30/4/16



BHARAT HEAVY ELECTRICALS LIMITED
(A Govt of India undertaking)
A & S SECTION (MM), JHANSI - 284120
E-mail: opgupta@bhelihs.co.in Phone No. 0510 - 2412482

PRESS TENDER NOTICE NO : WC/PC/16-17/01

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ANNEXURE- VIII

(Note: The following Indemnity Bond on Rs. 100/- non-judicial stamp paper, duly notarized, shall be submitted by the vendor to whom the work shall be awarded.)

DEED OF INDEMNITY

THIS DEED of Indemnity is made at on this..... day of..... 2014 by a registered under the relevant Act/ Authority and having its registered office/ place of business at; (hereinafter referred to as "Vendor", which expression, shall unless repugnant to the context or meaning thereof include its Successors) in favour of Bharat Heavy Electricals Limited, a company registered under the Companies Act 1956, having its registered office at BHEL House , Siri Fort, New Delhi- 110 049, India and having inter alia office at Khailar, Jhansi (hereinafter referred to as "BHEL-Jhansi").

WHEREAS

- (1) BHEL Jhansi has issued tender no. for taking 9 nos. photo copy machine on monthly rental basis for two years.
- (2) Vendor undertake to indemnify and keep indemnified BHEL Jhansi with respect to work allocated to him against tender no.

NOW THIS INDENTURE WITNESSETH THAT in consideration of work awarded vide work order no. dated..... by BHEL Jhansi to Vendor against tender no., Vendor hereby undertakes that it shall indemnify and keep indemnified BHEL Jhansi from and against all claims, demands, actions, proceedings, losses, damages, recoveries, judgments, costs, charges and expenses which may be made or brought or commenced against BHEL Jhansi or which BHEL Jhansi may or may have to bear, pay or suffer, directly or indirectly which includes taxes levied or imposed under the statute or otherwise by sales tax or service tax department.

Vendor hereby takes the sole responsibility for any or all liability arises in relation to work awarded by BHEL Jhansi against work order no.


For and On behalf of


Sign. and Seal

WITNESSES

1.

2.


30.04.16


30/4/16