

Tender for Supply of 13 nos. of Tablet PCs



**Bharat Heavy Electricals Limited
Corporate Administration Department, BHEL
House, Siri Fort, New Delhi-110049
Tel: 011-66337405, Fax: 011-66337428**

Tender No.:AA:GAX:12:CP:03
Date: 10.10.2012

Submission of tender upto 20.10.2012 by 14:30 Hrs
Due date for opening on 20.10.2012 at 15:00 Hrs

Sub: Tender for Supply of 13 nos. of Tablet PCs

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) invites most competitive bids from the parties eligible as per the pre-qualification criterion of the tender, for the subject item. The tender documents enclosed with this enquiry are listed in the table below:

1.	Special Conditions of Tender	Annexure – A
2.	General Conditions of Tender	Annexure – B
3.	Price Bid Format	Annexure – C
4.	No Deviation Certificate	Annexure – D
5.	Declaration	Annexure – E

The tender enquiry shall be hosted on the BHEL website www.bhel.com & CPP portal www.eprocure.gov.in. The prospective tenderers can download the tender enquiry from these websites. Corrigendum / Addendum to the tender, if any, shall also be hosted on these websites. Therefore the tenderers are advised to keep visiting these websites regularly.

The tender(s) should reach the under mentioned on or before the due date mentioned above else the tender is likely to be rejected. BHEL will not be responsible for delay in receipt of tender(s), sent by post / courier.

For & on behalf of BHEL

(Smriti Agarwal)
Engineer (HR-GAX)
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SPECIAL CONDITIONS OF TENDER

1.0 PRE-QUALIFYING CRITERIA

- 1.1 The tenderer should be authorized seller for the Tablet PC offered.
- 1.2 The tenderer should have PAN No., VAT/TIN No.

2.0 TERMS & CONDITIONS OF TENDER

- 2.1 13 nos. of Tablet PCs are to be supplied at our corporate office located at BHEL House, Sirifort, New Delhi-110049.
- 2.2 The prices should be quoted in the price bid format **Annexure-C** (enclosed). If the prices are quoted in any other form then the bid is liable to be rejected.
- 2.3 The unit rate to be quoted for all the items should be inclusive of all taxes and duties. These unit rates should be inclusive of the charges for packing & forwarding, freight & insurance and loading & unloading. No Tax Concession Forms shall be issued by BHEL.
- 2.4 EMD : NIL.
- 2.5 13 Tablet PCs should be supplied within a period of 15 days from the date of release of Purchase Order by BHEL.
- 2.6 The successful tenderer should deposit performance bank guarantee, before release of payment, of value equivalent to 10% of PO Value and with the validity as mentioned in the general conditions of tender.
- 2.7 The Tablet PCs shall remain under warranty for a period of 12 months from the date of supply. In case, BHEL requires an extended warranty of 12 months, it shall be provided by the successful tenderer as per the price quoted in **Annexure-C**.

3.0 PROCEDURE FOR SUBMISSION OF SEALED TENDERS

The offer is to be submitted as required in two parts.

Techno-Commercial Bid: Part-1

The First envelop shall contain required amount of EMD and should be superscribed as "EMD for tender for Supply of Tablet PCs, due on _____".
Second sealed envelope should prominently be super-scribed as "Part-1 Techno-commercial Bid of tender for Supply of Tablet PCs, due on _____". Envelop of Part-1 "Techno-commercial Bid" should contain following documents:

- a) Covering letter giving index interlinking all the enclosed documents with all pages signed & stamped.
- b) Documents in support of meeting pre-qualification criterion (refer Para 1.0 above).
- c) Technical brochure of the Tablet PC offered.
- d) No deviation statement as per **Annexure – H**.
- e) Declaration as per **Annexure – I**.
- f) Un-priced price bid i.e., price bid format (**Annexure – C**) with "Q" written in place of prices.

Price Bid: Part-2

- 3.1 Third sealed envelope should prominently be super-scribed as "Part-2 Price Bid of tender for Supply of Tablet PCs, due on _____". Envelop of Part-2 "Price Bid" should contain prices duly quoted in the Price bid format (**Annexure-C**) only. The price bid should not contain any terms & conditions. All terms & conditions should be mentioned only in Part-1 "Techno-commercial Bid". Terms & conditions mentioned in the price bid shall be ignored.

All these three envelops should be put together in sealed cover and should be superscribed as "Tender for Supply of Tablet PCs, due on _____".

- 3.2 BHEL, however, reserves the right to opt for reverse auction (online bidding) instead of opening of sealed price bids, for determining the lowest (L1) tenderer.

GENERAL CONDITIONS OF TENDER**1. DEFINITION OF TERMS**

Throughout the Tender Documents including the NIT, the following words shall have the meanings assigned to them herein, unless the subject matter or the context requires otherwise.

- 1.1. The '**Purchaser**' or '**BHEL**' shall mean Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act 1956 acting through its Corporate Office , BHEL House, Siri Fort, New Delhi-110 049, which expression shall include its successors and assigns.
- 1.2. The '**Tenderer**' shall mean the Firm/Company/Organisation, which quotes against the Tender Enquiry issued by the Purchaser. It may also be referred as '**Bidder**'.
- 1.3. The '**Successful bidder**' shall mean the Firm/Company/Organisation, on whom Contract/ LOI/ Order is placed by the Purchaser.
- 1.4. The '**Equipment**' shall mean and include stores and materials to be provided by the Successful tenderer.
- 1.5. The '**Specification**' shall mean the specifications contained in the Tender Documents and any subsequent modifications thereof and the drawings, schedules etc. attached thereto, if any.
- 1.6. The '**Offer**' shall mean and include the technical and commercial documents including specifications, schedule of prices and quantities, drawings etc submitted by the Tenderer in response to the tender enquiry and any subsequent clarifications thereof. It may also be referred to as '**Bid**'.
- 1.7. '**Acceptance of offer**' shall mean issue of letter of intent/award or memorandum or detailed Order/Contract communicating the acceptance of offer, to the successful Tenderer.
- 1.8. The '**Contract Price**' shall mean the total price to be paid by the Purchaser to the Successful tenderer for the supply & services to be provided by the Successful tenderer to the Purchaser. It may also be referred as '**Order Value**'.
- 1.9. The '**Site**' shall mean site of the proposed work at BHEL House, Sirifort, New Delhi.
- 1.10. The '**Inspector**' shall mean the Purchaser for the time being or such other person as may be duly authorised and appointed in writing by Purchaser to act as Inspector for the purpose of Contract.

- 1.11. **'Approved'** shall mean the approval of the Engineer or of the inspector as the case may be in writing.
- 1.12. **'Test on completion'** shall mean such tests as are prescribed by the specifications and/or tests mutually agreed upon by the Purchaser and the Successful tenderer, to be performed by the Successful tenderer after Installation of the equipment to establish satisfactory operation as required by the specifications.
- 1.13. **'Commissioning'** shall mean the first operation of the equipment after all initial adjustments, trials, cleaning and re-assembling required at site, if any, have been completed and equipment is made ready for commercial use.
- 1.14. **'Performance Tests'** shall mean the tests to be conducted on the equipment at site for checking the performance parameters of the equipment as defined in Technical Specification.
- 1.15. **'Commercial use'** shall mean that use of the equipment, which the Contract contemplates or of which it is to be commercially capable.
- 1.16. **'Acceptance of Equipment'** shall have the meaning as specified elsewhere in this document.
- 1.17. **'Consignee'** shall mean the official(s)/person(s) to whom the Equipment is required to be delivered in the manner indicated in the Purchase Order.
- 1.18. **'Contract Engineer'** shall mean the official who has signed the Order/Contract on behalf of the Purchaser.
- 1.19. **'Site Engineer'** shall mean officer of the Purchaser as may be duly appointed and authorised in writing by the purchaser to act as the Site Engineer on his behalf.
- 1.20. **'Months'** shall mean calendar months.
- 1.21. **'Days'** shall mean calendar days.
- 1.22. **'Writing'** shall include any manuscript, typewritten or printed statement under or over signature, seal as the case may be. The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies corporate, limited liability companies, partnership and other legal entities.

2. SUBMISSION OF TENDER

General

2.1.1. The material is being procured on outright purchase basis.

2.1.2. The tender shall be addressed to Sr.Manager (HR-GAX), Corporate Office, BHEL, New Delhi and shall be submitted with one original and one duplicate copy.

2.1.3. Sealed Tenders may be submitted personally, by Courier or by registered post with due allowance for any transit/postal delay. The tenders received after due date and time of opening are liable to be rejected. Telegraphic offers and offers received by fax/email may not be considered unless confirmed in writing by a detailed offer.

2.1.4. The Tenderer shall closely peruse all the clauses, specifications and drawings indicated in the Tender Documents before quoting. Should the Tenderer have any doubt about the meaning of any portion of the Tender Specifications or find discrepancies / omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, scope of work etc., they shall at once contact the authority inviting the tender for clarification before submission of the tender. The specifications and terms and conditions shall be deemed to have been accepted unless otherwise specifically commented upon by the Tenderer in his Offer.

2.1.5. Tenderer must fill the schedules and furnish all the required information as per the instructions given in various sections of the tender specification. Each and every page of the offer must be signed, stamped and submitted by the Tenderer. The information furnished shall be complete by itself.

2.1.6. The tender shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.

2.1.7. All entries in the tender shall either be typed or be written in blue ink. Erasures and overwriting are not permitted and may render such tenders liable to summary rejection. The Tenderer shall duly attest all cancellations and insertions. Signatures shall be in blue ink.

2.1.8. The Offer shall be signed by a person who has requisite authority from the Tenderer to do so.

2.1.9. Standard pre-printed conditions of the Tenderer attached to the offer will not be accepted and only those mentioned in the tender will be considered.

2.1.10. No request for extension of due date will be entertained.

3. OPENING OF TENDERS

3.1. The offer should reach our office on or before the due date & time. The tender can also be dropped in the Tender Box kept.

3.2. Authorised officer of BHEL at his office shall open tenders at the time and date as specified in the tender notice in the presence of those Tenderers or their authorised representative who may be present. However, the Purchaser reserves the right to open the tenders in-camera.

3.3. The Part I - Technical & commercial bid alone would be opened on the Tender opening date.

3.4. EMD should be submitted by the bidders as mentioned in the Special conditions of tender. Tender(s) submitted without EMD will be rejected. EMD submitted by tenderer will be forfeited if tenderer revokes his tender within validity period or increases his prices. EMD of all tenderers will be returned within fifteen days from date of placement of order and acceptance by the successful tenderer.

3.5. The Part II - Price bid of only those Bidders who have been found to be techno-commercially suitable would be opened at a later date. These Bidders would be informed about the tender (Part-II) opening date.

3.6. Clarifications, if any, required by BHEL for technical and commercial evaluation may be sought from Bidders before opening of Part II - price bid.

3.7. In case it becomes necessary for the Tenderer to make any changes in his original price bid (Part-II) on account of technical/commercial confirmations/clarifications, against the changes advised by the purchaser to bring the offer in line with the requirement of the specifications, the impact of such changes on price shall be submitted in the form of a revised price bid, if asked for by the Purchaser.

3.8. If a revised price bid has been submitted, normally only the final revised price bid shall be opened. However, BHEL reserves the right to open the earlier price bids, if required.

3.9. Unsolicited price bids shall not be entertained.

3.10. Any revision or changes in quoted prices and/or conditions of offer made after tender opening, which will give benefit to the Tenderer over others, may result in rejection of the tender.

4. PRE-QUALIFICATION OF TENDERERS

4.1. Details of Pre-Qualification Requirements are given in Special Conditions of Tender.

4.2. Only Tenderer who has previous experience in the work of this nature and description detailed in this tender specification are expected to quote for this work. Offer from Tenderer who has not have proven and established experience in the field is not likely to be considered.

5. VALIDITY OF OFFER

The offer should be valid for a period of 3 Months from the date of opening of tender i.e part - I. In case the Purchaser calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding on the Tenderer.

6. REJECTION OF TENDER AND OTHER CONDITIONS

6.1. The acceptance of Tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the Tenders without assigning any reason whatsoever.

6.2. Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.

6.3. If the Tenderer deliberately gives wrong information in his tender, Purchaser reserves the right to reject such tender at any stage or to cancel the Contract, if awarded and forfeit the Security Deposit.

6.4. Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Tenderers who resort to canvassing are liable to be rejected.

6.5. The offer received in single bid instead of two bids will be bypassed.

7. EVALUATION OF OFFERS

7.1. The evaluation of tender shall be on the basis of "Total package Price".

7.2. Erection/Installation & Commissioning (E&C) value will include services to be rendered like erection, commissioning, job proving, performance tests, training to operators etc.

7.3. Evaluation of offers shall be on the basis of delivered cost of all items on the Price-bid at BHEL House, Sirifort, New Delhi i.e. total cost to the Purchaser, taking into consideration loadings, if any, and all available financial advantages.

7.4. Deviations (Commercial as well as Technical) from the Tender Specifications are generally not acceptable. However, if any deviation is considered by the Purchaser, the same shall be loaded for comparison, while evaluating the offer.

7.5. Loading criteria in respect of the deviations shall generally be on the principle of time and value of money in respect of commercial deviations, and similar quantification – as may be decided by the Purchaser – in respect of technical deviations.

7.6. Loading criteria in respect of the deviation(s) shall be communicated to the concerned Bidder(s) before Price Bid opening. If a Bidder unconditionally withdraws any deviation before Price Bid opening/RA, the same shall not be loaded.

7.7. The Purchaser reserves its right to negotiate with the Bidder and / or go for reverse auction.

8. PRICES

8.1. The prices shall be firm and shall be quoted as per the Price Bid format given.

8.2. The excise duty and sales tax/ VAT will be paid at the rate applicable on the day of dispatch. However, if the Equipment is delayed and amount of excise duty, sales tax/ VAT on the day of dispatch is higher than the amount applicable on the scheduled delivery date, the differential amount (if any) will be to successful bidder's account.

8.3. The price for installation and commissioning shall be inclusive of all taxes and duties except Service Tax. Installation and commissioning charges should be quoted on Lump sum basis. No

such variables should be used due to which offer value can't be determined. Service tax on installation and commissioning, if applicable, will be payable extra.

8.4. Any other taxes and duties payable as extra to the quoted price shall be specifically stated in the Offer. The Purchaser will not be liable for payment of taxes and duties not specifically mentioned in the Offer.

9. FIXED PRICE

9.1. Prices quoted by the bidder shall be fixed and not subject to any variation 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.

9.2. Prices shall be written in words and figures. The discrepancy in quoted price, if any, shall be corrected as follows:

If 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 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.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with 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 BHEL, the bid is liable to be ignored.

10. BID CURRENCY

Bidders should quote the prices only in Indian Rupees.

11. COMPLETENESS OF THE EQUIPMENT

11.1. The Equipment shall be complete in every respect with all mountings and testing and fixtures and standard accessories, which are normally supplied. The Successful bidder shall not be eligible for extra payment in respect of such mountings, fittings, fixtures and accessories which are needed for efficient and safe operation of the Equipment.

12. TOOLS, CONSUMABLES AND SPARE PARTS

12.1. The Successful bidder shall provide installation, commissioning and maintenance tools and tackles at no additional cost, unless otherwise stated in the Tender Documents.

12.2. The Tenderer shall provide commissioning spares and consumables at no extra cost to the Purchaser.

13. PAYMENT TERMS

100% payment shall be made after 15 days from the date of acceptance of equipment at BHEL against submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the Guarantee period by Supplier from any of the Scheduled Banks of India. The PBG confirmation charges shall be borne by Successful bidder.

14. Loading against non acceptance of BHEL's Payment Terms:

If any deviation is sought in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed:

(a) Benchmark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of tender opening + 2%, for the amount & period of relaxation sought by bidder.

15. TAXES AND DUTIES ON INSTALLATION & COMMISSIONING:

15.1. Service Tax

15.1.1. The Service Tax on installation & commissioning services as applicable will be paid by Purchaser separately. Therefore, bidders' price/ rates shall be exclusive of service tax on output services.

15.1.2. The bidder shall submit to Purchaser documentary evidence of service tax registration and remittance records of such tax immediately after depositing the tax with the concerned authorities. Tenderer shall obtain prior written consent from Purchaser before billing the amount towards such taxes.

15.1.3. In case the Purchaser is asked to deduct any such tax and deposit the same with the appropriate authorities, the proof of such payment shall be provided to the successful tenderer. However, any penalty etc for any default by the successful tenderer imposed by the authorities shall be the sole responsibility of the successful tenderer.

15.2. Works Contract Tax

15.2.1. Deduction of works contract tax at source shall be made by the Purchaser, if required by law.

15.2.2. Successful tenderer has to make his own arrangement at his cost for completing the formalities, if required, with Authorities, for bringing their materials, plants, and equipment at site for the execution of the work and their return after execution of the work to the satisfaction of the Purchaser.

15.3. Income Tax

15.3.1. Income Tax at the prevailing rate on gross value of work done and applicable surcharge/cess shall be deducted from the bills as per relevant rules unless exempted by the Income Tax Authorities.

16. NEW TAXES/ LEVIES

16.1. In case the Government (Central/ State) imposes any new tax/ levy on the output services / goods / work after the award of work, the same shall be reimbursed by BHEL at actuals. All necessary documents as required by BHEL shall have to be provided by the Successful tenderer. However, in the event of delay in work execution attributable to the successful tenderer, the new taxes/ levies imposed during the delay period shall not be reimbursed.

16.2. In case any tax/levy/duty etc becomes applicable after the date of Bidder's offer, the Bidder must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of the Price Bid. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

16.3. No reimbursement on account of increase/ decrease in the rate of taxes, levies, duties etc on input (goods/ services/ work) shall be made. Bidder has to make his own assessment of the impact of future variation if any, in rates/ duties/ levies etc in his price bid.

16.4. Tax Deduction at Source

16.4.1. Installation and commissioning charges will be released after deduction of Income Tax as per the Govt. of India rules in force. The Tax Deduction at Source (TDS) certificate will be issued by BHEL. Service Tax on E&C charges will be payable extra, if applicable. The liability of depositing the same to the Govt. will be of the successful tenderer.

16.5. Cenvat

16.5.1. The price bid must indicate Tariff item number and rate of Excise Duty applicable. The original Excise Duty Gate Pass will be required to be furnished in case charged to us. If the Successful tenderer is availing CENVAT credit for his input materials, the effect of Performa credit should be passed on to the Purchaser.

16.6. Bank Charges

16.6.1. All bank charges for negotiation of documents through bank shall be in the account of the successful tenderer.

16.6.2. No interest, whatsoever, shall be payable by Purchaser on the PBG deposit, any bank guarantee submitted or any amount due to the successful tenderer by the Purchaser.

17. INVOICES AND PAYMENT DOCUMENTATION

17.1. Invoices shall be issued by the successful tenderer in the name of the Purchaser.

17.2. The invoices shall contain the following information:

- i) Item Description
- ii) Item no. & quantity as per Purchase Order.

iii) Gross amount payable and net amount payable.

17.3. The following documents shall be presented by the successful tenderer to the Purchaser for drawing payment:

- i) Signed Commercial invoice in quadruplicate.
- ii) LR (or equivalent document)
- iii) Packing list indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.
- iv) Manufacturer's Inspection / Test certificate.
- vi) Manufacturer's Guarantee / Warrantee certificate as per Purchase Order.
- vii) Declaration by the Successful bidder certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.

17.4. The complete equipment shall be despatched in one lot. If, for any reason, a Successful bidder wants to despatch the equipment in more than one lot, it shall be only after written approval of the Purchaser. For this purpose, the Successful bidder shall submit to Purchaser a detailed list of items proposed to be despatched in various lots with price break-up for approval of the Purchaser.

17.6. Detailed procedure for preparation and submission of payment documentation will be provided by the Purchaser at a later stage.

18. RISK PURCHASE

If the successful tenderer is found to be not in a position to execute the Order in time, the Purchaser, at his option, will be entitled to terminate the Contract and to purchase and/or complete the work from elsewhere at the risk and cost of the successful tenderer either the whole of the goods or any part which the successful bidder has failed to deliver/ despatch or complete the work within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefore.

19. PURCHASER'S RIGHT OF REJECTION

- a. Notwithstanding any approval which Purchaser or the Engineer may have given in respect of the Equipment or any materials or other particulars or the work or workmanship involved in the performance of the Contract (whether with or without any test carried out by Seller or the Inspection Agency or under the direction of the Contract Engineer), and notwithstanding delivery of the Equipment where so provided to the Purchaser, the Purchaser shall be entitled to reject the Equipment or any part, portion or consignment thereof, if such Equipment or part, portion of consignments thereof is not in all respects in conformity with the terms and conditions of the Contract whether on account of any loss, storage, deterioration or damage before dispatch or delivery or during transit or otherwise, whatsoever.
- b. Rejected goods or materials shall be removed by the successful bidder from the Site. The expenses to be incurred in respect thereof shall entirely be borne by him.

20. INSURANCE

- a. Transit insurance for all supplies shall be arranged by the successful tenderer. In case Insurance is not covered under scope of successful tenderer than Insurance shall be arranged by Purchaser and bid will be loaded suitably. However successful tenderer shall inform the Purchaser well in advance the dispatch details before despatch of Equipment to enable Purchaser to arrange the insurance.
- b. Purchaser shall also arrange for insurance of the Equipment and materials covering the risk during storage, installation and commissioning at Site.

21. SHORT SHIPMENT / GUARANTEE REPLACEMENT

- a. Any shortages or damages during transit, transportation or handling at site, including at the time of installation and commissioning, shall be made good by the successful tenderer at his risk and costs, to meet the project schedule. In case of faults/discrepancies in any material, component, sub-assembly, assembly, etc., the same shall be supplied/ replenished free of cost to enable the equipment to be put in service. Shortages in sound cases shall also be replenished free of cost.
- b. Any replacements during the guarantee period shall be on FOR destination, BHEL Works basis and all taxes and duties shall be borne by the successful tenderer.
- c. Any shortage noticed viz-a-viz PO requirement in the main equipment /spares, shall be replenished by Successful bidder on FOR destination basis without any cost implication to BHEL i.e. Duty and freight charges etc. up to destination for such short supplies shall be borne by the Successful bidder.
- d. Delivery of material/ services should be as mentioned in the Special conditions of tender. Otherwise, Penalty shall be imposed @ 0.5% of the PO value per week or part thereof and subject to a maximum of 10% of PO value. The period from the date of submission of drawings by the successful tenderer to the date of approval by BHEL shall however be excluded while calculating the Penalty. Loading on account of non-acceptance of Penalty for delayed Supply and/or E&C shall be as under:

In case any bidder is not accepting the penalty for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder upto maximum 15% of Basic Price + E&C charges.

22. INSPECTION AND TESTING

- a. The Engineer/Inspector shall have at all reasonable time, access to the successful tenderer premises or Works and shall have the power at all reasonable times to inspect drawings or any portion of the equipment or examine the materials and workmanship of the same during its manufacture and if parts of the same is being manufactured in other premises, the successful tenderer shall obtain permission for the Engineer/Inspector permission to inspect such equipment.
- b. The successful tenderer shall give the Engineer/Inspector 21 day's written notice of Equipment being ready for testing. Such tests shall be to the successful tenderer's account except for the expense of the Inspector and the Engineer/Inspector. Unless the inspection of the tests is virtually waived, the Inspector /Engineer shall attend such tests within 21 days of the date on which it is notified as being ready, failing which visit, the

successful tenderer may proceed with the tests which shall be deemed to have been made in the Inspector's presence and he shall forthwith forward to the Inspector duly certified copies of the tests in triplicate. The equipment on which witnessing of tests is required, shall be mutually identified and agreed.

- c. When the factory tests have been completed at the works of the successful tenderer or Sub-Vendor, the Engineer/Inspector shall issue a certificate to this effect within fifteen days after completion of tests. If the tests are not witnessed by the Engineer/Inspector, the certificate shall be issued after receipt of the successful tenderer's test certificate by the Engineer/Inspector. The completion of these tests or issue of the certificate shall not bind the Purchaser to accept the equipment, should it, on further tests after installation, be found not to comply with the Contract.

23. PACKING

- a. The successful bidder shall include and provide for secure protection and packing for the Equipment so as to avoid damages in transit to Site under proper conditions and he shall be responsible for all losses or damages caused or occasioned by any defect in packing.
- b. The Equipment shall be packed in suitable strong cases wherever essential. Large article such as bed plates which are not packed in cases, shall have all screwed holes plugged suitably and machined surfaced properly protected.
- c. Weight and dimension limitation for transport shall be followed.

24. QUALITY OF MATERIALS

- a. The equipment shall be manufactured in the best workman like manner and with materials of the best or of approved qualities for their respective uses.
- b. A Quality Assurance Plan shall be submitted by the successful tenderer to the Purchaser giving details of manufacturing and testing standards and procedures for major equipment for his approval.
- c. All materials should be as per applicable Indian/International standards.
- d. Only brand new material should be supplied by the successful tenderer.
- e. Successful tenderer shall purchase the bought out items only from vendors of repute and indicate the same to the Purchaser at the time of approval of drawings. Purchaser reserves the right to approve/ reject such vendors and visit / inspect the works of vendors and that of their subcontractors before or after placement of order.

25. DESIGN IMPROVEMENT

- a. The Inspector or the successful tenderer may propose changes in the specification of the Equipment or quality thereof and if the parties agree upon any such changes the specifications shall be modified accordingly.
- b. If any such agreed upon change is such that it affects the price or delivery, the parties shall agree in writing as to the extent of any change in the price and/or delivery or both, before the successful bidder proceeds with the change.

26. ACCEPTANCE OF EQUIPMENT

- a. The Equipment will be accepted by the Purchaser after installation, testing and commissioning of the Equipment at Site and after completion of following activities.
 - i. All components and sub-assemblies of the Equipment have been properly assembled and tested.
 - ii. All facilities necessary for the safe and reliable operation of the Equipment have been properly installed and adjusted.
 - iii. The equipment can be safely placed in operation for its intended use.
 - iv. Spares, service tools and manuals have been delivered to the Purchaser.
 - v. On-site training of the Purchaser's personnel should have been completed as per Contract.
- b. A letter of Acceptance of Equipment shall be issued by the Site Engineer after acceptance of the Equipment.
- c. The warranty period of the Equipment will start from the date of acceptance of Equipment by the Purchaser.

27. USE OF DRAWING/ DESIGN INFORMATION

The successful tenderer shall undertake that the drawings / design / Information enclosed with the Tender / Order or sent to him subsequently is the property of BHEL and it will not be parted to any other agency and will also not be used for any purpose detrimental to the interests of BHEL.

28. PERFORMANCE GUARANTEE

- a. The successful tenderer guarantees that the Equipment will be new and in accordance with the specifications; that the Equipment will be free from defects in material and workmanship; and that the Equipment will meet the specified performance parameters.
- b. For the guarantee period the successful tenderer shall be liable to repair or replace any defective parts that may develop in the Equipment of his own manufacture or those of his sub-Suppliers under conditions arising from faulty design, materials or workmanship; provided that notice of any such defects or failure to conform to the specifications is promptly given within 30 days by the Purchaser to the successful tenderer.
- c. The acceptance of the equipment by the Engineer shall, in no way, relieve the successful tenderer of his obligation under this clause.
- d. In the case of defective parts not repairable at site but essential in the meantime for commercial operation of the plant, the successful tenderer and Purchaser shall mutually agree to a programme of replacement or renewal which will minimise, to the maximum extent, interruption in the operation of the Equipment.
- e. If it becomes necessary to replace or renew any defective parts under this clause, the provisions of this clause shall apply to replaced part until 6 months from the date of replacement or until the expiration of original guarantee, whichever is later.
- f. Warranty period for the Equipment shall be as specified in the Special Conditions of Tender.

29. PROGRESS REPORTS

The successful tenderer shall furnish to the Purchaser Progress Reports of the equipment manufactured at the end of every month as per mutually agreed format.

30. REVERSE AUCTION (RA)

BHEL may go for Reverse Auction (on line bidding on Internet) instead of opening the submitted sealed price bid. The decision to go for Reverse Auction will be taken after techno-commercial evaluation. Information and general terms and conditions governing RA are given below:

- a. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
- b. BHEL will engage the services of a Service Provider who will provide all necessary training and assistance/ demonstration before commencement of on line bidding on internet.
- c. BHEL will inform the bidders in writing the details of Service Provider to enable them to contact for training/ demonstration.
- d. Business rules like event date, time, start price, bid decrement, extensions etc. also will be communicated through Service Provider for compliance.
- e. 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.
- f. Reverse auction will be conducted on a scheduled date & time.
- g. At the end of Reverse Auction event, the lowest bid value will be known on the network.
- h. The lowest bidder has to fax the duly signed filled-in prescribed format as provided to BHEL through Service Provider within 24 hours of Auction without fail.
- i. 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.
- j. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids already submitted and available with BHEL shall be opened as per BHEL's standard practice.

31. HEALTH SAFETY & ENVIRONMENT (HSE)

- a. Consumption benchmarks related to output shall be provided wherever applicable for key input resources (energy/fuel/chemicals)
- b. Competency requirements for operation, maintenance and calibration, if any, shall be communicated.
- c. If any hazardous chemicals as per MSIHC (Manufacturing, storage and import of Hazardous Chemicals) Rules 2000 are used, the MSDS shall be provided, along with On site & Off site emergency plan (as applicable).
- d. The noise level at operator level shall be within the acceptable range and shall be specified.
- e. OH&S (Occupational Health and Safety) control measures for safe working of machine as applicable shall be specified.
- f. The machine / equipment shall be fitted with guard for rolling and moving parts and shall comply with applicable OH&S legislations and Factories Act 1948.

- g. The successful tenderer shall submit the layout drawing of operating controls, displays etc. and operating instructions to enable ergonomics evaluation and approval.
- h. The recommended PPE (Personal Protective Equipment) for the equipment shall be furnished.
- i. Alarm system (both visual and audible) and Automatic switch off of the equipment shall be provided for any intrusion, overloading, short circuiting or any malfunctioning of the equipment.
- j. Details of all hazardous / harmful substances discharged as by-products / wastes during operations of the machine / equipment, such as fumes, gases, dust particles, aerosols UV/IR (Ultra violet / infra red) radiations, etc. shall be furnished, along with their concentrations and their TL V, (Threshold Limit Value).
- k. Appropriate pollution control measures shall be proposed to keep the emissions from the machinery / processes within the prescribed limit as stated in Environment Protection Rules 1986.
- l. The equipment be provided with stack(s) of sufficient height as per guidelines laid down in the Environment Protection Rules 1986.
- m. Wherever industry specific standards are not available for control of pollutants, general emission standards shall be used.
- n. Chemicals banned due to their negative impact on the environment shall not be used in the process.
- o. Fuels with sulphur content less than 0.05% shall be proposed.
- p. Details regarding nature of waste generated and appropriate disposal practices available shall be provided, along with the operation procedure of the plant / process.
- q. Hazardous chemicals and flammable substances shall be transported only through authorized transporters and all safety practices as laid down in applicable legislative requirements such as Central Motor Vehicle Rules, Manufacture, storage and Import of Hazardous Chemical 1989, etc. shall be followed.
- r. Primary materials used in the equipment shall be specified and they shall be eco – friendly.

32. COOPERATION WITH OTHER VENDORS

The successful tenderer shall agree to co-operate with the Purchaser's other suppliers and consulting engineers for associated equipment and freely exchange with them such technical information as is necessary to obtain the most efficient and economical design and to avoid unnecessary duplication of equipment. No remuneration shall be claimed from the Purchaser for such technical co-operation. The inspector shall be provided with two copies of all correspondence addressed by the successful tenderer to other Suppliers in respect of such exchange of technical information.

33. FORCE MAJEURE

Notwithstanding anything contained in this Contract, neither the successful tenderer and nor the Purchaser shall be held responsible for total or partial non-execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections,

riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the successful tenderer or Purchaser has no control.

34. ARBITRATION

The Purchaser and successful tenderer shall settle the disputes and differences arising out of this tender in good faith. In the event that a dispute can not be resolved within reasonable time, the parties agree that the agreement shall be subject to arbitration under the Indian Arbitration & Conciliation Act 1996. Notwithstanding anything to the contrary in such rules there shall be three arbitrators, one appointed by the Purchaser, one appointed by the successful tenderer and the third appointed by the other two arbitrators. No aspect of any arbitration proceedings shall be made public by either party. The arbitration tribunal shall give reasonable award in writing. The award of the arbitration tribunal shall be final and binding on the parties. Any disputes under this order shall be under jurisdiction of New Delhi Courts only.

35. CONTRACT LAW AND JURISDICTION

- a. This Tender shall be governed by the laws of India.
- b. No court shall entertain or try any suit or legal proceedings to enforce any claim arising out of the Tender except in a court of law having jurisdiction at New Delhi.

36. MISCELLANEOUS

- a. The offers of the bidders on the banned list, as also the offers of the bidders who engage the services of the banned firms , shall be rejected. The list of banned firms are available on the BHEL website www.bhel.com
- b. The correspondence exchanged against the tender between the bidder and BHEL through email shall be considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective parties and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.
- c. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL.

Tender No. AA:GAX:12:CP:03

Tender for Supply of 13 nos. of Tablet PCs

Acceptance Letter / No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all technical and commercial terms and conditions of the above tender.

Or

We hereby accept all technical and commercial terms and conditions of the above tender except the following:

(Give reference of Para Nos. which are not acceptable, alongwith the Annexure No. of the relevant document)

- 1.
- 2.
- 3.
- 4.
- 5.

Note : Deviations may or may not be accepted by BHEL.

Signature
With name, Designation & seal of the firm

Tender No. AA:GAX:12:CP:03

Sub: Tender for Supply of 13 nos. of Tablet PCs

DECLARATION

I/ We hereby declare that I / we have not been banned or de-listed by any PSU / Government Department / Financial Institute / Court and no case is pending with the police / court against our firm/ partner or the company.

Signature
With name, Designation & seal of the firm