



An ISO 9001  
Company

## Bharat Heavy Electricals Limited

(High Pressure Boiler Plant)

Tiruchirappalli – 620014, TAMIL NADU, INDIA

MATERIALS MANAGEMENT

<b>TITLE:</b>  <b>A0 LED PRINTER WITH FOLDER AND PLOTWORKS SOFTWARE</b>	Phone: +91 431 2577645/2577331 Fax : +91 431 252 07 19 Email : <a href="mailto:rba@bheltry.co.in">rba@bheltry.co.in</a> srchandran@bheltry.co.in Web : <a href="http://www.bhel.com">www.bhel.com</a> , <a href="http://tenders.gov.in">http://tenders.gov.in</a>
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	Reference Number: Enquiry 2650900017	Enquiry Date: 21.07.09	Due date for submission of quotation: 14.08.09
You are requested to quote the Enquiry number date and due date in all your correspondences. This is only a request for quotation and not an order			

BHEL/Trichy is required for supply and maintenance of one number 10 A0 LED printer with online folder & consumables under 5 years financial lease. as per the technical specification .

BHEL commercial terms & conditions with Technical specifications can be downloaded from BHEL web site <a href="http://www.bhelcom">http://www.bhelcom</a> or from the Government tender website <a href="http://tenders.gov.in">http://tenders.gov.in</a> (public sector units) Bharath Heavy Electricals Limited) under enquiry reference "2650900017"	
Tenders should reach us before 14:00 hours on the due date Technical bid will be opened at 14:30 hours on the due date Tenders would be opened in presence of the tenderers who have submitted their offers and who may like to be present.	Yours faithfully, <b>For Bharath Heavy Electricals Limited</b>  Manager / Capital Purchase/ Manufacturing



**ENQUIRY**  
(INDIGENOUS)

429-002/A

# BHARAT HEAVY ELECTRICALS LIMITED

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

PHONE : 2577645  
GRAMS : BHARATELEC  
FAX NO: 2520719  
E-mail: rba@bheltry.co.in  
Web:

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ONE NUMBER OF 10 A0 LED PRINTER	Enquiry No	Enquiry Date	Due Date for Quotation
	2650900017 - 49	21.07.2009	14.08.2009
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an order			

Item	Description	Unit	Quantity	Delivery Quantity	Schedule Date
10	Lease Rental charges for MIN 10 AO per minute Led Printer with Folder and Software including tax supply & Maintenance of a0/led printer	AU	1.000	1.00	25.09.09
20	Maintenance charges for 60000 linear meter per Qtr (total-20 qtrs) including service tax Maintenance charges	AU	1.000	1.00	25.09.09
30	Toner Developer Drumkit and all other Consumables required for Printing 60000 liner meter per Qtr(total-20 qtrs) including tax CONSUMABLES	AU	1.000	1.00	25.09.09

## General Note:

1.,,PLEASE SUBMIT YOUR DETAILED OFFER IN THREE PART BID SYSTEM ie.PART-1, EMD AMOUNT TWO LAKHS IN ONE SEPARATE SEALED COVER.PART-II, TECHNICAL AND COMMERCIAL (UNPRICED BID) IN ANOTHER SEALED COVER.PART-III ,PRICED OFFER IN ANOTHER SEPARATE SEALED COVER. NON SUBMISSION OF EMD AMOUNT WILL LEAD TO REJECTION OF SUBMITTED OFFER..

2. POINT-TO-POINT CONFIRMATION TO BHEL'S SPECIFICATION AND COMMERCIAL TERMS & CONDITIONS IS PROVIDED IN ANNEXURE-II AND WITHOUT FILLING ANNEXURE-III(indicate all taxes & duties, Packing & Forwarding charge, freight & insurance charges)& ANNEXURE-IV (WITHOUT PRICE) SUBMITTED ALONG WITH PART-1 ie. TECHNO-COMMERCIAL BID, ELSE YOUR OFFER IS LIABLE FOR REJECTION.

3.PAYMENT TERMS STRICLY FOLLOW AS PER OUR PAYMENT TERMS INDICATED IN THE COMMERCIAL TERMS AND CONDITIONS.OTHER PAYMENT TERMS ARE NOT ACCEPTABLE.

4.OFFERS a) DEMANDING ADVANCE PAYMENT, b) DEMANDING EXEMPTION OF EMD AMOUNT (Rs.2,00,000/-) c) WITH OFFER VALIDITY OF LESS THAN 4 MONTHS WILL BE REJECTED.

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

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

S. RAMANATHAN  
MANAGER / PURCHASE  
FOSSIL BOILERS

Senior Manager  
Purchase/CP, SP & WC  
BHEL, TRICHY - 620 014.



# BHARAT HEAVY ELECTRICALS LIMITED

( A Government of India Undertaking )  
HIGH PRESSURE BOILER PLANT  
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E-mail: rba@bheltry.co.in  
Web:

2650900017 / 21.07.2009

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5. ANY CLARIFICATIONS OR PRE-BID MEETING MAY BE SOUGHT BY BIDDER FROM THE UNDERSIGNED WITH DUE WRITTEN REQUESTS AT LEAST TEN (8) DAYS PRIOR TO TENDER DUE DATE.

6. IF THE DUE DATE OF TENDER OPENING HAPPENS TO BE A HOLIDAY, THOSE TENDERS WILL BE OPENED ON NEXT WORKING DAYS.

## GENERAL NOTE FOR THE ENQ ON REVERSE AUCTION

1. 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 ANNEXURE-I.

2. REVERSE AUCTION IS DONE THROUGH INTERNET/E-MAIL. HENCE VENDORS SHALL MAKE THEMSELVES EQUIPPED WITH EMAIL, FAX AND INTERNET FACILITIES.

3. IN CASE OF GOING FOR REVERSE AUCTION VENDORS WILL BE SUITABLY INFORMED ABOUT THE WORKING PROCEDURES OF REVERSE AUCTION AND BHEL WILL PROVIDE ALL THE RELEVANT DETAILS TO ENABLE THE VENDOR TO PARTICIPATE.

## List of Attachments:

1. Annexure-A Salient terms & Conditions for the Supply of A0 LED Printer-3 pages
2. Annexure-B Technical specification -2pages
1. Annexure-1 General Terms and conditions of RA- one page-1 page
2. Annexure-II Commercial terms and conditions-three pages-3 pages
3. Annexure-III Commercial confirmations-Two pages-2 pages
4. Annexure-IV Model Price bid format-1 pages
5. Annexure-V EMD/SD Details-one Page-1 pages


## Enclosures:

"LD clause has to be confirmed without fail."

"Payment to vendors will be made only thro E-Payment mode"

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

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LIMITED

  
**S. RAMACHANDRAN**  
MANAGER / PURCHASE  
Senior (MESSAGE)  
Purchase / OP, SRM,  
THIRUCHIRAPALLI

PH: 2577645, 2520719  
FAX: 2520719

**Technical specification cum Check list for A0 LED Printer , Online Folder and accessories for  
BHEL : Tiruchy -14**

Item No	Specification of the Hardware	Response & Confirmation by vendor	Remark / Reference to Technical Literature
<b>39</b>	<b>A0 LED Printer with Folder and plotworks software</b>		
1	Specify the make		
2	Specify the Model.		
3	At least 10 A0 per minute		
4	At least 400 DPI		
5	Electronic Collation		
6	Auto Roll Switching		
7	Job Accounting		
8	Provision for using At least 3 rolls simultaneously		
9	Automatic media Cutter		
10	support Print output size 914mm X 15m (A4 to 36" Width x 150m)		
11	At least 1 GB RAM		
12	At least 18 GB Hard disc drive		
13	IEEE 1284 compliant bi-directional parallel and 10/100 Base-T Fast Ethernet with RJ45 compatibility, With External print Controller. Protocol Suit: TCP/IP, IPX [Vendor to specify others]		
14	remote management software to monitor & manage the system from remote location		
15	Compatible with Windows 9x, Windows NT/2000, Windows XP/2003		
16	Compatible with Redhat Linux 7.2 and above, Unix		
17	Drivers for Windows 95, 98, Me, NT, 2000, XP; vista, Embedded webserver file submitter		
18	Drivers for AutoCAD: R 14, 2000, 2002, 2004, 2005 for Windows ,upto latest version		
19	Drivers shall be updated as and when released by the OEM		
20	Driver for ADOBE Acrobat 6.0 ,7.0..upto latest		
21	TIFF 6.0, CALS/G4, HP-GL/2, HP RTL Print Languages		

**Technical specification cum Check list for A0 LED Printer , Online Folder and accessories for  
BHEL : Tiruchy -14**

Item No	Specification of the Hardware	Response & Confirmation by vendor	Remark / Reference to Technical Literature
<b>39</b>	<b>A0 LED Printer with Folder and plotworks software</b>		
22	Adobe Postscript3 with PDF		
23	AutoCAD DWG, Adobe PDF, TIFF to be handled directly without native application		
24	Files of type HPGL, HPGL2, Adobe PostScript to be handled		
25	Drivers for Standard Modeling Packages like Pro/E, Inventor, PDS, PDMS, ANSYS to be provided under Windows 2000 & XP		
26	PLP PlotWorks [latest version in original media] to handle the given file formats taking care of the packages mentioned above with support for five years		
27	Programmatic submission to Plot Works queue [using Job Control Language scripts] shall be available		
28	Specify the Optional Accessories		
29	<b>A0 ONLINE FOLDER -same make as printer.</b>		
30	Specify the make (same make as A0 Laser Printer)		
31	Specify the Model.		
32	Integrated Online Folder operating at the same speed as Printer.		
33	Programmable Folding Options.		
34	210mm with Binding Edge		
35	210mm without Binding Edge		
36	Folder to be of same make as printer		
37	190mm Fanfolds.		
38	Cross-Fold option also to be provided		
39	Voltage Stabilizer with Over-voltage protection for the Printer and the Folder		

**BHEL : Tiruchy**  
**Salient Terms and Conditions for the supply of A0 LED PRINTER**  
**on Financial lease for a period of 5 years**

(The vendors shall sign on one copy of this document and submit it along with the technical bid to confirm the acceptance of all the terms and conditions)

1. The financial lease is for a period of five years and consists of fixed rental charges and variable AMC charges
2. The fixed rental charges includes the following:
  - a. Design, Manufacture and testing at supplier's works
  - b. Packing, forwarding, transit insurance and transportation to BHEL's premises.
  - c. Installation and commissioning including transfer of data if any.
  - d. Insurance at BHEL premises.
  - e. All applicable taxes shall be included and individually specified
3. The fixed rental and AMC per linear meter are firm for the entire rental period and payable subject to availability clause as mentioned separately.
4. Arranging vehicle /manpower required for moving the equipment in BHEL premises till commissioning will be vendor's responsibility.
5. Expectations from Vendors Vendor  
 is required to give a total solution & services as per specifications enclosed. The full working of all IT Equipments and Services is the responsibility of the Vendor. In case any extra item is required for complete functioning of the system, the same must be quoted and included in the price. Initial supply of items shall include all consumables required for functioning of the hardware
6. OEM/ their authorized business partner of the system offered must have registered offices and service centers in India. In case the vendor is a authorized business partner they should produce the necessary documentary evidence from the respective OEMs ensuring the back to back supply of equipment, spares consumables and service support for entire five year lease period and minimum two years after lease period (Total period of seven years).
7. NO ONE TIME CHARGES will be paid by BHEL (for rental scheme) either at the time of placement of order or on completion of installation.
8. BHEL reserves the right to retain or return the equipment at the end of the rental period. If BHEL decides to retain the equipment at the end of the lease period , the terminal value shall be Rs 1/-. (Rupee one only) .In case, BHEL decides not to retain the equipment at the end of rental period, dismantling and transportation of equipment from BHEL site is at supplier's cost.
9. At the end of lease period if BHEL decides to retain the equipment, and if BHEL desires vendor shall undertake AMC of the equipment on per linear metre basis at the same rate (excluding lease rental charges) for a further period of minimum two years.
10. The vendor shall undertake maintenance of A0 LED printer, On line Folder and its peripherals and other items covered by this order including up gradation of software packages supplied for entire rental period. The maintenance shall include all consumables required for printing except paper which shall be in the scope of BHEL.
11. If vendor is not OEM, Suitable back to back service agreement with OEM / Authorized Service Dealer shall be entered by vendor for the maintenance accordingly for the entire rental period and copy of the same shall be submitted to BHEL. Rental will start only after verification of the same
12. AMC charges shall be quoted on per linear metre basis. AMC charges will be paid in arrears at end of quarter along with fixed rental charges. 5% on the linear meter reading will be reduced towards wastage while calculating the quarterly linear meter reading and in case the wastage is abnormal over and above the 5% norms then the actual wastages shall be deducted including the paper cost.

The printing scope includes appropriate folder function also ,hence the drawings printed and not properly folded will not be taken for linear meter accounting for calculation of AMC charges .Total linear metre for quarterly payment shall be as certified by End user department, which is final and binding.

13. The vendor shall post required number of resident engineers from OEM / Authorized Service Dealer, with sufficient stocks of spares and consumables to ensure stipulated availability, at BHEL Trichy, who will take care of maintenance and oversee operation of the equipments covered under this order .Print job submission and operation will be done by BHEL personnel and vendor shall arrange training for them in operation of the system as and when required.
14. Rental period will start only after satisfactory installation and commissioning of equipment including all hardware and software products and after receipt of commissioning report by end user. Quarterly rental charges (provided uptime as specified is maintained during the months) become payable at the end of each Quarter. Vendor to execute lease agreement in BHEL specified format before submitting first invoice.
15. Lease payment will be made at the end of each quarter after 45 days from the issue of System Uptime Certificate and usage in terms of linear metre issued by the end user. The certificate will be issued by the end user with in 4 days after submission of the invoices for the quarterly lease rental.
16. The system offered must be capable of using the stationery generally available in India and the quality of paper shall not be reason for any downtime or malfunction of printer system.
17. All the equipment supplied shall have proper closing (covers) to avoid insects or rats entering into the cabinet and damage any component.
18. Only one 15 Amps power socket will be provided by BHEL-Trichy.
19. If the delivery is delayed due to reasons not attributable to BHEL, BHEL reserves the right to go for alternative procurement.
20. All computer peripherals should be capable of working under Windows operating systems starting from Windows 2000 and including the latest Windows desktop/server operating systems those are released within the expiry of the rental contract. If BHEL wants to connect the peripherals to a future release of Windows operating system, the vendor may install it as soon as the drivers are available for free download.
21. Vendor has to specifically certify that the offered products have no deviations from BHEL technical specification .
22. Vendor shall submit certificates from OEM that all items supplied under this contract are brand new and not used elsewhere.
23. The income tax depreciation will be claimed by BHEL.
24. Downtime calculation for A0 LED printer, folder and other accessories.  
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-rata reduction will be made in the rental. The supplier is to note that, in case of breakdown of any critical equipment, the pro-rata cut will also apply to all other hardware and peripherals affected by the breakdown.

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 thereof is continuously below 75% over a period of 3 months, BHEL reserves the right to terminate the contract in full, without any cost implication.

As the vendor is responsible for the supply of consumables also, non-availability due to want of consumables also will be treated as downtime.

25. Indemnity

Vendor shall fully indemnify and keep indemnified BHEL against all claims which may be made in respect of the use of System/Software/Item(s)/services supplied / rendered by the Vendor for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vendor will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by BHEL and use of products prohibited by product manuals.

All such claims in this regard will be settled as per Indian Laws.

In the event of any such claims being made against BHEL, BHEL will inform in writing to the Vendor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

26. Training of BHEL end user personnel on configuration and proper usage during installation will be part of the contract.

27. Insurance for the complete Systems/Goods shall be arranged by the Vendor at his own risk and cost throughout the period of lease. Purchaser/Lessee, under any circumstances, will not be responsible for any loss/damage/theft of any Systems/goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor . Evidence of insurance policy shall be submitted to BHEL. If the Vendor fails to renew the policy before the expiry, BHEL will effect the insurance from the lease rental.

28. Confidentiality

Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract. Resident engineers and other connected people shall sign Non Disclosure Agreement format as specified under BHEL ISMS procedures.

29. Subcontracting

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of BHEL which will not be unreasonably withheld.

30. The tender shall be decided on the cumulative value considering the Rental and AMC charges for 12,00,000 linear meter printing during the total 5 year lease period .

The above terms and conditions are accepted.

Place :

Date :

Signature of the Vendor  
With seal.



**GENERAL TERMS AND CONDITIONS OF RA**

Against this enquiry for the subject item/system with detailed scope of supply as per enquiry specifications, BHEL may resort to “**REVERSE AUCTION PROCEDURE**” i.e., **ON LINE BIDDING ON INTERNET**.

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
3. BHEL will inform the vendor in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
4. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
5. Vendors have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at “Total Cost to BHEL” like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the vendor to enable them to fill-in the price and keep it ready for keying in during the Auction.
7. Reverse auction will be conducted on scheduled date & time.
8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.
9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of vendor to conduct business with BHEL as per prevailing procedure.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL’s standard practice.

**CAPITAL PURCHASE**  
**COMMERCIAL TERMS AND CONDITIONS**

**1.0 QUOTATIONS**

The Bidders shall submit the offer in **THREE INNER ENVELOPES** as indicated below which shall be sealed in one outer envelope.

**Envelope I** : This sealed envelope should contain the required EMD amount of **Rs.2,00,000/-**

**Envelope II** : This sealed envelope should contain all the copies of technical bid together with un-priced commercial bid. This envelope should be clearly marked **“Part II - Technical and commercial bid”**, indicating Enquiry No., Due Date and Address & Reference of the Bidder.

**Envelope III** : This sealed envelope should contain **price details**. This envelope should be clearly marked **“Part III - Price bid”**, indicating Enquiry No., Due Date and Address & Reference of the Bidder.

All the three envelopes ( Part I,II & III) shall be put in one cover, duly sealed, super scribing as Part I ,Part II and Part III of Enquiry No., due date of opening and the address and reference of the Bidder.

The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered.

Tender should not be addressed to any Individual's name but only by designation to:

**MANAGER / CAPITAL PURCHASE / MFG  
BHARAT HEAVY ELECTRICALS LIMITED  
HIGH PRESSURE BOILER PLANT  
TIRUCHIRAPALLI - 620 014  
TAMIL NADU, INDIA**

Tenders should be free from **CORRECTION AND ERASURES**, Corrections if any, must be attested. All amount shall be indicated both in words as well as in figures. Where there is difference between amount quoted in words and figures, amount quoted in words shall prevail.

Offers should be in **ENGLISH** and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in **ENGLISH** or otherwise, the offers will not be considered.

**2.0 PART I (TECHNICAL & COMMERCIAL BID)****2.1 Technical**

This part shall include / indicate the following :

- 2.1.1. Offer should contain complete scope of supply with all technical details, specifications, delivery and other commercial terms and conditions.
- 2.1.2. Point by point confirmation for the Technical Specification enclosed to be provided. if there are any deviation, the same should be clearly specified. Offers received without confirmation to our specification will be liable for rejection.
- 2.1.3. List of customers to whom same or similar equipment have been supplied along with performance certificates to be enclosed.
- 2.1.4. Relevant catalogues to be attached
- 2.1.5. List of spares parts (with part numbers) for two years operation and maintenance should be attached.
- 2.1.6. Information on shipping weight and cubage (length, width & height) to be provided.
- 2.1.7. Incase of foreign bidder offer, the Principal's technical offer should be enclosed.

**2.2 Commercial**

This part shall include / indicate the following :

- 2.2.1. Station of dispatch/Port Of Shipment
- 2.2.2. Terms of payment
- 2.2.3. Taxes & duties applicable.
- 2.2.4. Delivery Schedule
- 2.2.5. Offer validity
- 2.2.6. Country of origin
- 2.2.7. Percentage of agency commission if any along with a copy of Agency agreement.
- 2.2.8. A copy of “Un-Priced Part III” i.e., a copy of the Price Bid **without the price details** to be enclosed.

### 3.0 **PART III (PRICE- BID)**

This part should contain the schedule of price particulars and to be co-related to the technical details provided in Part II.

### 4.0 **OPENING OF TENDERS**

The part I – EMD would be opened on the tender opening date and if EMD is not furnished the offer will be duly rejected.

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

The Part III - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date.

Clarifications if any required by BHEL for Technical evaluation would be sought from Bidders before opening of Part III - price bid.

### 5.0 **GENERAL**

5.1. Incomplete offers will not be considered.

5.2. **Fixed price:** Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any discrepancy with regard to total price.

5.3. **Bid currency:** Indian bidders should submit the prices only in Indian Rupees. Foreign bidders may submit their bid in their home currency.

5.4. **Terms of Delivery:** Bidders are required to quote their best delivery period. Foreign Bidders should submit their offer for net **FOB Nearest Sea / Air Port**. Indian Bidders should submit their offer for **FOR Despatching station**.

5.5. **Taxes and Duties :** All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TNGST No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our T.N.G.S.T No. 356005 Dt. 04-04-1995, C.S.T. No. 239383 dt. 11-06-1991 and TIN NO.33243560005..

5.6. **Validity:** The offers for main equipment and spares shall be kept open for acceptance for **120 days (one hundred and twenty days)** from the date of opening of the tender (Part I).

5.7. **Terms of Payment:**

Lease payment will be made at the end of each quarter after 45 days from the issue of System Uptime Certificate and usage in terms of linear metre issued by the end user. The certificate will be issued by the end user within 4 days after submission of the invoices for the quarterly lease rental. Rental period will start only after satisfactory installation and commissioning of equipment including all hardware and software products and after receipt of commissioning report by end user. Vendor to execute lease agreement in BHEL specified format before submitting first invoice.

5.8. **Liquidated damages :** It is clearly understood among the parties to the contract the

“ **Time is the essence of the contract** ”. Therefore, the delivery 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 15% of the order value will be levied. Liquidated damages @ ½% per week subject to a maximum of 15% of the Erection Charges shall be applicable for delay in the Period for completion of the Retrofitting / Reconditioning work

5.9. **Risk purchase :** 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 supplier has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available, the best and the nearest available substitute therefor. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.

5.10. **Agency commission :** In case of Foreign Bidders, agency commission if any, payable to their Indian Agents, shall shown separately in the Offer. This will be paid by us in India, in Indian Rupees, on satisfactory completion of the Contract. Copies of current Agency Agreement / Authorization Letter in respect of Agency Commission shall be furnished alongwith offer. For calculation of Rupee equivalent of Agency Commission, exchange rate as prevailing on the date of offer will be taken.

- 5.11 Inspection & Testing:** All goods shall be subject to inspection by BHEL or its authorized representatives at supplier's works or at BHEL stores or at any other place in India indicated by BHEL as the case may be. The supplier will not charge for the facilities provided for inspection of goods. In case of machine tools, the machine would be inspected and proved at supplier's works prior to dispatch however, final inspection and acceptance of the machine will be carried after installation of the machine at BHEL, Tiruchirappalli.
- 5.12 Test certificates / Operating and Maintenance manuals :** The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost.
- 5.13 Cenvat credit** (for Indian Bidders only) : If any Excise Duty is payable, the chapter head / sub-head reference and the rate of 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..
- 5.14 Packing and marking :** The Supplier shall arrange for securely protecting and packing the stores to avoid loss or damages during transit.
- 5.15** Purchase preference will be given to CPSUs as per Government guidelines.
- 5.16** BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.
- 5.17 Earnest Money Deposit** shall be payable as per the instructions furnished in the **Annexure-V**. Otherwise the offer will be rejected.
- 5.18 Security Deposit** shall be payable as per the instructions furnished in the Annexure.
- 5.19 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 governing RA are given below.

**For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail [rba@bheltry.co.in](mailto:rba@bheltry.co.in) and <[srchandran@bheltry.co.in](mailto:srchandran@bheltry.co.in)>**

**Bharat Heavy Electricals Limited, Trichirapalli – 620 014****MM : CAPITAL PURCHASE****(To be filled and submitted along with offer )**

<b>BHEL Commercial Terms and Conditions for Indigenous Supplies</b>	<b>Vendor's Confirmation / Comments</b>
<b>EMD for Rs 2,00,000/-</b> shall be payable as per the instructions furnished in the annexure-V. Otherwise the offer will not be considered. <b>Pay order / DD No / Cash</b> receipt no & date may be furnished	
Security Deposit shall be payable by the successful vendors as per the instructions furnished in the <b>Annexure-V</b>	
Security Deposit will be refunded within 30 days after successful completion of Contract by the successful vendor.	
Technical confirmation to BHEL's Specification as called for in BHEL Format shall be furnished. If needed additional sheets shall be used.	
<b>Prices</b> shall be <b>quoted item wise</b> only as per the model format enclosed. An <b>unpriced</b> copy <b>shall be submitted along with technical bid</b> where in the applicable Taxes and Duties Shall be clearly specified	
Prices shall be quoted on " <b>FIRM PRICE</b> " basis only. The prices should be only on <b>F.O.R / Despatching station</b> basis inclusive of <b>Packing &amp; Forwarding</b> charges if any. <b>Applicable % of ED &amp; Sales Tax , Freight &amp; Insurance, Installation &amp; Commissioning Charges should be clearly indicated.</b>	
<b>Validity of offer</b> shall be for a minimum period of 120 days from the date of Tender opening	
<b>Delivery period</b> (for supply portion) from the date of Letter of Intent / Purchase order shall be clearly mentioned in the offer.	
<b>Period for completion of the Installation / Commissioning</b> work at BHEL shall be clearly specified in the offer	
<b>Liquidated damages</b> @ ½% per week subject to a maximum of 15% of the order value shall be applicable for delay in deliveries.	
<b>Liquidated damages</b> @ ½% per week subject to a maximum of 15% of the Erection Charges shall be applicable for delay in the period of completion of the Installation & Commissioning works.	
<b>Following Risk Purchase clause</b> shall be applicable: 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 supplier has failed to deliver or dispatch within the time stipulated or if the same were not available, the best and the nearest available substitute therefore. The supplier shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.	
<b>Payment terms</b> The lease rentals will be paid in arrears at the end of every quarter. Invoice for one quarter (3 months) will be submitted at the end of the quarter. Payment will be made on the 45th day from the date of submission of invoice duly certified by the user department's representative. The first lease rental invoice shall be raised after completion of 3 months from the date of installation and commissioning of the equipments at the designated location in BHEL,Trichy. The installation and commissioning certificate shall be jointly signed by the user department's representative and the vendor's representative. Vendor to execute lease agreement in BHEL specified format before submitting first invoice.	
The equipment shall be guaranteed for a period of 12 months from the date of commissioning.	
Equipment will be inspected and proved at vendor's works prior to dispatch. However final inspection and acceptance of equipment will be after installation at BHEL,Trichy.	
All Equipments / Services including concern Personal for carrying out the installation and commissioning of the Equipment shall be arranged by the vendor. If any Services is availed from BHEL, it is only on chargeable basis unless otherwise specified.	
The vendor shall provide necessary, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.	
Any warranty replacement during warranty period shall be supplied free of charge on FOR BHEL, Trichy basis.	
<b>Offers</b> should be submitted only in <b>sealed cover super-scribing clearly the Enquiry reference and due date.</b>	

<b>DETAILS REQUIRED FOR CONDUCTING REVERSE AUCTION</b>	
% of Lease Tax	
% of Service tax	
Other taxes (in %)	
Packing & Forwarding Charges ( in % only)	
Percentage of Freight& transit insurance charges, if any (Lumpsum) Freight charges from Dispatching station to BHEL, Tiruchirappalli (Note:If the delivery terms is Ex Works the materials has to be sent through BHEL approved carrier only, in this case the freight will be borne by BHEL)	
As per Clause 5.19 of Commercial terms and conditions (Annexure-II) acceptance for participation in Reverse auction (RA).Yes/No to be indicated	
Name of the person for participating reverse auction.	
Land Line Number	
Fax Number	
Mobile Number	
E-mail ID	

**NOTE:-**

- a) It is confirmed that all the terms and conditions stipulated in the Enquiry have been fully understood by us and all clarifications & details have been obtained.
- b) Your offer should be indicating applicable if any P&F Charges, % of ED, Sales Tax -CST or VAT, Service Tax), Freight, Insurance and Installation and Commissioning Charges etc., as per our Price Format.
- c) Your specific acceptance to our Payment terms, LD, Risk Purchase Clause & Submission of PBG for 10% of the order value are essential for consideration of your offer. Other wise your offer is liable for rejection.
- d) No row shall be left blank. Please indicate NA, in case the item is “not applicable”

Signature & Office Seal of the vendor

<b>Format for submitting price details for A0 Led printer,Folder and S/W</b>		
<b>S. No.</b>	<b>Hadrware description</b>	<b>Qty__for__hpbp</b>
1	10 A0 per minute LED Printer with Folder & s/w	1
<b>Outright Purchase option</b>		
		values to be filled by vendor
1	Price per unit	
2	Warranty period in no of years	
3	Taxes & Duties (in %)	
4	Taxes & Duties (in Rs)	
5	Price inclusive of tax & duties	
6	AMC per annum (excluding service tax) after warranty period upto 5 years	
7	Consumable cost for 12,00,000 linear metre	
8	Taxes and duties for consumable in %	
9	Taxes and duties for consumable in Rs	
10	<b>5 years Financial Lease option - Qtrly Lease rental, Payable in arrears</b>	
11		values to be filled by vendor
12	Principal per unit	
13	Interest excluding service tax	
14	Maintenance Charges for 60,000 linear metre excluding service tax	
15	Consumable cost for 60,000 linear metre excluding tax	
16	Lease Taxes (if applicable in %)	
17	Lease taxes (in Rs)	
18	Service tax (in %)	
19	Service tax amount (in Rs)	
20	other taxes *in %)	
21	other taxes (in Rs)	
22	Total quarterly rental including taxes	
23	Total rental including taxes for 5 years	
Date:		Vendor Signature & Seal
The price bid should be submitted only as per the above format. No row shall be left blank. Please indicate NA, in case the item is "not applicable"		

Vendor signature seal

### **EARNEST MONEY DEPOSIT**

Earnest Money is to be paid by the Tenderer either in **Cash** (as permissible under Income Tax Act), **Pay Order** (or) **Demand Draft** drawn in favour of Bharat Heavy Electricals Ltd, Trichirapalli payable at Trichirapalli.

EMD by the Tenderer will be forfeited as per Tender Documents if

- 1) After opening the Tender, the Tenderer revokes his Tender within the validity period or increases his earlier quoted rates
- 2) The Tenderer does not commence the work within the period as per LOI/Contract. In case the LOI/Contract is silent in this regard then within 15 days after award of the Contract.

EMD given by all unsuccessful Tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful Tenderer.

EMD shall not carry any interest.

### **SECURITY DEPOSIT**

The successful Tenderer should pay Security Deposit before start of the work and the Rate of Security Deposit will be as below.

<b>Value of Contract</b>	<b>Rate of Security Deposit</b>
Upto Rs.10 Lakhs	10%
Above Rs.10 lakhs and upto Rs.50 lakhs	Rs.1 Lakh + 7.5% of the amount exceeding Rs.10 Lakhs
Above Rs.50 lakhs	Rs.4 Lakhs + 5% of the amount exceeding Rs.50 Lakhs

Security Deposit may be furnished in any one of the following forms.

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of Bharat Heavy Electricals Limited, Trichirapalli payable at Trichirapalli
- iii) Local Cheques of Scheduled Banks, subject to realization
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc ( Certificate 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 from Scheduled banks / Public Financial Institutions as defined in the Companies Act subject to a maximum of 50% of the total Security Deposit value. The balance 50% has to be remitted either by cash or in the other form of security. The Bank Guarantee format should have the approval of BHEL.
- vi) Fixed Deposit Receipt issued by Scheduled banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the Contractor, A/C BHEL, duly discharged on the back.
- vii) Security Deposit will also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of Security Deposit shall be paid by the Contractor before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful Tenderer shall be converted and adjusted against Security Deposit.

Note: Acceptance of security Deposit against sl.no.(iv) and (vi) above will be subject to hypothecation or endorsement on the documents infavour 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 other matter connected therewith.

Security deposit shall not carry any interest. Security Deposit shall not be refunded to the Contractor except in accordance with the terms of the Contract.