



Enquiry No. PE-LPE/645

Date: 23.07.2024

OpenTender Enquiry (Through e-Procurement)

Subject: Contract for “2 Nos of A0 Size MFS Plotters on Seven Years Operating Lease with pay per page basis”

Dear Madam/ Sir,

Most competitive rates are invited for “2 Nos of A0 Size MFS Plotters on Seven Years Operating Lease with pay per page basis “(Refer Technical Specification, Price Format for details).

Scope: BHEL PEM requires two (2) Nos of A0 Multifunction (MFS) plotters on operating lease and pay per print basis for Seven (07) years for meeting mono A0-A2 size printing requirement.

The brief scope covers:

a. Supply, installation and onsite comprehensive maintenance of two (2) Nos of A0 size

Multifunction (MFS) plotter for BHEL-PEM, Noida on operating lease and pay per print basis

for a period of seven years as per Technical specification.

b. Supply of all consumables / non-consumable items like Cartridges, paper, drum etc. to make the PLOTTER available for operations during the entire lease period.

Detailed Scope as per technical specification (Annexure-I).

Delivery: Supply, installation and commissioning shall be completed within 30 days from the date of Order.

Payment Terms: Detailed Payment will be released as per clause No. 29 of Annexure-III.

Liquidated Damages: Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent, of the total fixed lease charges, excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total fixed lease charges excluding GST, if the Seller/ Contractor fails to deliver any part of ordered supply and services within the period stipulated in the Order/ Contract (30 days from the date of Order).

EMD: Not Applicable

Security Deposit: Not applicable

Additional Terms & Conditions: The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

Bid Validity: The bid shall valid for a period of 180 days from the date of opening of offers.

Price Variation Clause (PVC): Not applicable. The price quoted shall remain “FIRM” for the entire contract period.

Evaluation: Bidder to quote as per enclosed Price Format (Annexure-'II'). **Total Charges (Excluding GST)** in Price Format shall be considered for evaluation and hence Price Format should be complete in all respect for the full scope defined and considering all terms and conditions agreed.

Technical Specification, Price Format, Commercial Terms & Conditions, General Terms & Conditions, Make In India Certificate Format, Land Border certificate, Integrity Pact Format and Checklist shall be as per enclosed Annexures - I to IX. Please upload your best quotation/ offer in two parts on <https://eprocurebhel.co.in/nicgep/app> for the requirement strictly as per schedule of price format, before above mentioned due date & time.

Yours faithfully,
For and behalf of BHEL,
Kumar Suman Saurabh
Mgr./CMM
Contact:9718771765

Project Engineering
Management

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)



TECHNICAL PQR

Bidder should fulfil the following qualification criteria. Bids from any bidder not meeting these qualification criteria shall not be considered for final evaluation.

1. Bidder should be the Original Equipment Manufacturer (OEM) or duly authorized business partner of OEM for A0/A1 Size Plotter. In case of authorized business partner of OEM, the bidder should submit related documents.
2. The bidder must have successfully executed at least one order related to A0/A1 size plotter such as supply, maintenance, rental etc, during last seven years ending last day of the month previous to the month of tender publication. Verifiable completion certificate and PO copies along with the full address and telephone numbers of the customers including order value is to be submitted.

BHARAT HEAVY ELECTRICALS LIMITED



**TECHNICAL SPECIFICATIONS
FOR**

“2 Nos of A0 Size MFS Plotters on seven years operating lease with pay per page basis”

SPECIFICATION NUMBER: PEM-T0PUR(14)/8/2024-PS-PEM-D&EA

**PROJECT ENGINEERING MANAGEMENT DIVISION
BHEL SADAN
PLOT NO. 25, SECTOR 16A
NOIDA – 201 301 (U.P.)**

TECHNICAL SPECIFICATIONS FOR “2 Nos of A0 Size MFS Plotters on seven years operating lease with pay per page basis”

SPECIFICATION NUMBER: PEM-T0PUR(14)/8/2024-PS-PEM-D&EA

1. Objective:

BHEL PEM requires two (2) Nos of A0 Multifunction (MFS) plotters on operating lease with pay per print basis for Seven (07) years for meeting mono A0-A2 size printing requirement

2. Scope:

The scope of this specification covers

- a. Supply, installation and onsite comprehensive maintenance of two (2) Nos of A0 Multifunction (MFS) plotter for BHEL-PEM, Noida on operating lease and pay per print basis for a period of seven years as per Technical specification given further.
- b. Supply of all consumables / non-consumable items like Cartridges, paper, drum etc. to make the PLOTTER available for operations during the entire lease period.

3. Technical specification

3.1. The specification of plotter is mentioned in below table:

MFS Plotter Features	Requirement
Print / Scan Size:	A0-A2
Print Speed:	A0 page: 1 page per minute or higher OR A1 page: 2 pages per minute or higher
Media capacity:	Min 2 Rolls
Print Resolution:	Min 600X1200 DPI or higher
Scan Resolution:	Min 600 DPI or higher
Network Printing and Copying	Yes
Color Scanning	Yes
USB Printing and Scanning Support:	Yes
On Site Support:	Min 7 Years
Ethernet:	Ethernet 10/100/1000

4. Additional points for consideration

- 4.1. All the items as required to meet the tender scope of supply shall be in the bidder's scope. Any equipment, material, software or supplies which may not be specifically mentioned in the specifications but which are necessary for carrying out the contract works within the scope of the tender are to be provided for and rendered to by the bidder. Such items not quoted by the bidder, if found necessary during execution of the contract, shall have to be supplied at no extra charge / time by the-bidder.
- 4.2. The bidder shall supply and install all cables, adapters, power cords and any other interconnects required by the systems to meet the specification. The bidder shall carry

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out all electrical and systems interfacing pertaining to equipment at Site as per the best international standards and practices.

- 4.3. Arranging requisite tools, measurement equipment and resources required for installation and commissioning of the hardware, software and other equipment is the responsibility of the bidder.
- 4.4. The bidder shall ensure that none of BHEL's equipment/structure/setup gets damaged during commissioning and operations of the supplied equipment. Any damages, if caused to BHEL's property due to Bidder's activity/negligence or the operations of the equipment, shall be rectified, repaired by the bidder at their own cost.
- 4.5. The insurance (transit & during contract life) shall be in the scope of the bidder during the lease contract period.
- 4.6. The operating lease is for a period of seven years and consists of fixed rental charges and printing charges.
 - 4.6.1. The fixed rental charges include the following:
 - a. Packing, forwarding, transit insurance and transportation to BHEL's premises.
 - b. Installation and commissioning including transfer of data if any.
 - c. Scanning facility
 - d. Insurance at BHEL premises.
 - e. Other incidentals
 - 4.6.2. The printing charges are payable on per page printing basis for A1 and A0 pages
- 4.7. Arranging vehicle /manpower required for moving the equipment in BHEL premises for replacement of parts/whole machine will be bidder's responsibility.
- 4.8. The bidder shall undertake quarterly preventive maintenance for entire contract period.
- 4.9. The bidder should provide the service escalation matrix to BHEL for resolving problems within the stipulated time.
- 4.10. Contract period will start only after satisfactory installation and commissioning of equipment including all hardware and software products and after acceptance of commissioning report by PEM. The installation and commissioning certificate shall be jointly signed by the PEM's representative and the Bidder's representative. Quarterly charges (provided uptime as specified is maintained) become payable at the end of each Quarter.
- 4.11. All the equipment supplied shall be rodent proof. BHEL will not be liable for any damages done by rodents.
- 4.12. BHEL will provide Only one 15 Amps power socket and Network port (RJ-45). Further, the bidder shall supply and install all cables, adapters, power cords and any other interconnects required by the systems to meet the specification. The bidder shall carry out electrical and network cabling pertaining to the equipment.
- 4.13. Plotter should be capable of working under Windows operating systems starting from Windows 11 and including the latest Windows desktop/server operating systems those are released within the expiry of the contract period.
- 4.14. Equipment offered shall be New. Re-built / Re-conditioned / Used equipment will not be accepted. An undertaking supporting newness of the plotters has to be submitted during supply of plotter.

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- 4.15. Training of BHEL end user personnel on configuration and proper usage during installation will be part of the contract.
- 4.16. Insurance for the complete Systems/Goods shall be arranged by the Bidder at his own risk and cost throughout the period of lease. BHEL, 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 Bidder. Evidence of insurance policy shall be submitted to BHEL.
- 4.17. Subcontracting Order/contract or any part thereof shall not be allowed
- 4.18. Make, Model and Product No must be mentioned clearly in the offer.
- 4.19. No items shall be offered whose end of sale has been declared by the OEM or has been declared to be under phase out.
- 4.20. Cartridge / Ink shall be original and should be replaced proactively before exhaustion.
- 4.21. Thickness of paper should be minimum 80 GSM
- 4.22. The offered Plotter should be able to handle 50 A0 size prints per hour at a time without any degradation in performance.
- 4.23. Bidder shall provide necessary support for shifting plotters with in building floor(s) / outside current premises in case of exigencies.

5. Service Level Agreement (SLA):

- 5.1 SLA will be applicable for the entire contract period.
- 5.2 The bidder as part of their services, will ensure a minimum availability of 98% of the total available time on 8 working hours per day basis computed quarterly for the product for the entire contract period.
- 5.3 Deduction for lower availability

Availability of Plotters will be calculated in a quarter as follows:

$$\frac{\text{Total working hours} - \text{Total down time in hours}}{\text{Total working hours}} \times 100$$

Where Total working hours= Total no. of BHEL unit working days during quarterly period under consideration x 8

Down-Time = Difference in hours between time of fault rectification and time of reporting of fault.

Total down time =Cumulative downtime during the quarterly period under consideration

During the contract period, if the availability for product is less than 98% during a quarter, deduction shall be made from the payment of applicable quarter, as per following formula:

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i. For $95.0\% \leq \text{Availability} < 98.0\%$ (Penalty @1.5 times rental charges per quarter):

Deduction (D) per quarter = $(100 - \text{Availability})\% \times \text{rental charges per quarter} \times 1.5$

ii. For $\text{Availability} < 95.0\%$ (Penalty @2 times rental charges per quarter):

Deduction (D) per quarter = $(100 - \text{Availability})\% \times \text{rental charges per quarter} \times 2$

5.4 If the uptime for equipment / system falls below 95% continuously for 3 months, BHEL reserves the right to demand that the system / equipment be replaced by the Bidder, without any extra charge.

5.5 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.

5.6 Total deduction for a quarter shall be limited to maximum quarterly rental charges as per contract for quarter.

5.7 Any complaint referred by the BHEL shall be attended to within 24 hours from the time of complaint logging. If delay of more than 7 days is anticipated in repairing, suitable temporary replacement plotter shall be provided for continuity of the service.

5.8 If the operation of the Plotter is not satisfactory (poor quality of copies / prints,, taking longer time to print etc.) plotter shall be replaced within 3 working days.

6. Delivery (Supply & Installation) Schedule:

5.1. Supply, installation and commissioning shall be completed within 30 days from the date of Order.

7. Support:

7.1 All the supplied equipment / systems (hardware/software) shall be covered under a Comprehensive On Site service support for the entire contract period. The period shall start from the date of successful commissioning of the Equipment / System.

7.2 Support shall cover the following:

a. Repair / Replacement of faulty / defective Hardware and other supplied items inclusive of supply of all types of spare parts etc. (Including batteries if any)

7.3 All Software Patches, Upgrades, updates, Service Packs, etc. of the Operating System and all other Software supplied by the OEM must be made available during the entire contract period.

7.4 Support during Annual Maintenance Contract Period:

- a. Periodic health checks of the systems using diagnostic tools and implementing proactive rectification measures.
- b. Troubleshooting performance related issues.
- c. Analyzing and reporting all system related issues.
- d. Backup of all configurations.

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6. Payment Terms and conditions

- 6.1. The payment shall be paid after end of each quarter. First payment shall commence only after successful commissioning of the plotter and signing of commissioning certificate.
- 6.2. Quarterly payment will be made after certification by indenting department.
- 6.3. Printing charges will be on actual i.e. number of pages printed in a quarter.

7. Other terms and Conditions

- 7.1 Prices shall remain firm for the entire duration of contract.
- 7.2 Prices shall remain firm for any increase or decrease in the Order/Contract value (Ex-works) up to 30%. BHEL shall have the right to increase or decrease quantities and scope up to the above extent of value and bidder shall be bound to accept the same at the contracted prices without any escalation.
- 7.3 Bidder to ensure compliance to BHEL policies like ISMS, email, etc.

8. BOQ-CUM-UPRICED FORMAT

S.No.	Item	Quantity	Quarterly fixed lease charges per Unit (Excluding taxes)	Printing Charges per page (Excluding taxes)	Total Quarterly charges (fixed lease and Printing charge) (Excluding taxes)	Total charges (fixed lease and Printing) for 28 Quarter (Excluding taxes)
1	Plotter as per technical specification	2		NA		
2	A0 print (quarterly)	600	NA			
3	A1 Print (quarterly)	2000	NA			

Note:

1. Number of pages mentioned above are for evaluation purpose only. Payment for printing charges will be made on actual basis.
2. No separate charges will be paid for scanning
3. Price to be quoted for A0 and A1 size only. Linear meter(LM) to be converted to A0 size.
4. If A2 size print is taken, then it will be considered half of A1 for billing purpose.

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9. Documents to be submitted along with bid

- 9.1. Signed and stamped copy of Technical Specification
- 9.2. Signed and stamped copy of No-deviation Certificate
- 9.3. Signed and stamped copy of PQR
- 9.4. Completion certificate and PO copies along with the full address and telephone numbers of the customers including value
- 9.5. Undertaking for Newness of Plotters
- 9.6. Signed and stamped copy of Checklist

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NO-DEVIATION CERTIFICATE

(To be given in bidder's letter head)

Note: The following Declaration to be submitted on the bidder's Letter Head, duly signed & stamped and to be attached along with your Technical bid of the tender.

2 Nos of A0 Size MFS Plotters on seven years operating lease with pay per page basis

I/We M/s.....

have read and clearly understood all the Terms and conditions in Tender Schedule of and accordingly accept the same without any deviation what so ever.

- I/ We unconditionally agree to all the tender conditions and no new conditions are imposed by us in the technical / price bid. I understand in the event of imposing any condition in the technical / price bid, such condition would be ignored by BHEL and only the prices will be considered for the purpose of evaluation.
- I/ We confirm that none of our group concern or affiliates etc., appears on the list of banned firms / companies by BHEL (list available on www.bhel.com) nor any of the Director / Partner / proprietor of bidder / such group concern or affiliate etc. are involved with such company.
- I/ We also declare that, we have not been suspended or black listed or issued with Show Cause Notice by BHEL- PEM or any other BHEL Unit or any PSU/ Government organization.
- I/ We confirm that other than us, none of our group concerns or affiliates etc. are participating in the tender either directly or indirectly through any other agency under same proprietor / common director(s) / common partner(s).
- I/ We confirm that if any of the above statement / information furnished by us in this tender is found to be false/ fake at any stage of tender evaluation or during execution of contract, BHEL will have the right to initiate appropriate action including legal proceeds / termination of contract, recovery of damages, penalties etc. as deemed fit.

(Bidder Name, Signature with Seal)

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CHECKLIST

<u>S.No</u>	<u>Document</u>	<u>Submitted</u>
1	Signed and stamped copy of Technical Specification	
2	Signed and stamped copy of No-deviation Certificate	
3	Signed and stamped copy of PQR	
4	Completion certificate and PO copies along with the full address and telephone numbers of the customers including value	
5	Make and model of offered product	
6	Undertaking for Newness of Plotter	
7	Signed and stamped copy of Checklist	

Price format					(Annexure-II)				
S.No.	Item	Quantity (Number) (A)	Quarterly fixed lease charges per Unit (Excluding GST) (B)	Printing Charges per page (Excluding taxes) (C)	Total Quarterly charges (fixed lease and Printing charge) (Excluding GST) D= A*(B or C)	Charges for 28 Quarter (Excluding GST) E=D*28	Total charges (fixed lease and Printing) for 28 Quarter (Excluding GST) F=E1+E2+E3	Total Taxes (INR) (G)	Total Lease Charges for total quantity 20 Quarter (Including taxes) (INR) (H=F+G)
1	Plotter as per technical specification	2		NA					
2	A0 print per quarter	600	NA						
3	A1 Print per quarter	2000	NA						

Notes:

1. Number of pages mentioned above are for evaluation purpose only. Payment for printing charges will be made on actual basis.
2. No separate charges will be paid for scanning.
3. Price to be quoted for A0 and A1 size only. Linear meter(LM) to be converted to A0 size.
4. If A2 size print is taken, then it will be considered half of A1 for billing purpose

COMMERCIAL TERMS AND CONDITIONS
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1. BID SUBMISSION

Bids shall be submitted latest by **1 PM on 29.07.2024** on or before the due date.

Bidders shall have to visit BHEL E-Procurement web site and have to upload their quotation on BHEL e-bid portal in line with NIT requirement by due date and time.

For uploading Bids, bidders have to use their organization's authorized Digital signature (DSC class-III/ applicable class for bidding) registered with PEM. In case the same is not registered with PEM or not available with the bidder then such bidders have to purchase the same and get it registered with PEM as the same is required to upload the bid on BHEL E-bid portal.

Bidders to note that hard copy of the bid is not required to be submitted and Bid is to be uploaded on BHEL e-bid portal only. In case paper bids are received from any of the bidder against e-bid, same shall be ignored

PART-1: TECHNO-COMMERCIAL BID

This part shall contain the following:

- a) Technical Specification & other scope of work
- b) Commercial terms and conditions, General terms and conditions
- c) Unpriced copy of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'.
- d) Supporting document/ information to be enclosed as per NIT.

Refer Attached Annexure-IX for the checklist for the documents to be submitted by the bidder in its techno-commercial offer.

PART -2: PRICE BID

This part shall contain Prices only and should not contain any technical details and/or Commercial Terms & Conditions. Any technical details and/or Commercial Terms & Conditions, if found in this part shall be ignored as the same are supposed to be contained in PART-I only as indicated above.

2. BID OPENING

PART- I (Techno-Commercial Bids) will be opened at 3 PM on the due date **29.07.2024.**

3. The bid shall remain valid for a period of 180 days from the date of opening of offers. No revision of prices shall be entertained after bids have been opened. Bidder shall not be entitled during this period to revoke or vary the content of bid or any terms thereof. In case of any unsolicited variation subsequent to bid opening, the bid shall be treated as "Rejected".
4. No revision of prices shall be entertained after bids have been opened.
5. Prices shall remain firm without any variation till completion of contract.
6. Illustrative leaflets giving technical details of items offered should be enclosed, wherever necessary.

7. BHEL shall be under no obligation to accept the bid and shall have the right to accept or reject bid in part or in full without assigning any reason whatsoever.
8. Late tenders will be rejected.
9. Contract value means total contract value including all taxes.

10. Form of Contract/ Tender Category: SERVICE CONTRACT.

11. Procedure for Submission of Tenders:

This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

Documents Comprising the e-Tender

The tender shall be submitted online as mentioned below:

a. Technical Tender (UN priced Tender)

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & liable to be REJECTED. Bidders shall furnish the Technical Bid (without indicating any prices) along with technical tender (preferably in pdf format).

b. Price Bid:

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. Note: It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- iv. A person signing (manually or digitally) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- v. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

12. Digital Signing of e-Tender

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

The Requirement:

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

The contact details of the service provider (e-procurement agency viz NIC) are given below:

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 002, 0120-4001 005 & 0120-6277 787

Email Support - Technical - support-eproc@nic.in

Note: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The contact details of the DSC Certifying Authority as given below:

Sl. No.	Name	Website Link
1	GNFC	www.ncodesolutions.com
2	e-Mudhra	http://www.e-Mudhra.com
3	Safescrypt	www.safescrypt.com

Vendors are also requested to go through seller manual available on <https://eprocurebhel.co.in>.

13. Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
14. BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also, BHEL shall not entertain any correspondence from bidders in this matter.
15. For any clarification on the tender document, the bidder may seek the same in writing or through e-mail and/or through e-procurement portal, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
16. In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
17. Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
18. **Brief Scope of work:**
BHEL PEM requires two (2) Nos of A0 Multifunction (MFS) plotters on operating lease and pay per print basis for Seven (07) years for meeting mono A0-A2 size printing requirement.

The brief scope covers:
 - a. Supply, installation and onsite comprehensive maintenance of two (2) Nos of A0 size Multifunction (MFS) plotter for BHEL-PEM, Noida on operating lease and pay per print basis for a period of seven years as per Technical specification.
 - b. Supply of all consumables / non-consumable items like Cartridges, paper, drum etc. to make the PLOTTER available for operations during the entire lease period.
19. **Maintenance:**
Maintenance service shall cover services, repairs and replacements necessary to keep the equipment in good working condition during the contract period. Quarterly Preventive maintenance for entire contract period, shall be carried out to keep the equipment in good working condition.

20. Insurance:

The insurance (transit & during contract life) shall be in the scope of the vendor/ bidder. Insurance for the composite systems/ Goods shall be arranged by the bidder at his own risk and cost during transit, movement, storage and throughout the period of contract. BHEL under any circumstances, will not be responsible for any loss/ damage/theft of any systems/goods, due to any reason, whatsoever. Claims(s) etc., if any, will be dealt with the underwriters directly by the bidder. Evidence of insurance policy shall be submitted to BHEL after placement of order.

21. Rates:

- i) Rates to be quoted on net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, regular/ on-site insurance and on site comprehensive maintenance including spares during the entire lease period and shall remain FIRM without any deviation till completion of the lease contract.
- ii) Bidders, in their own interest, are requested to check up the different tax tariff like “right to use” etc. at BHEL-PEM, Noida. After opening of Price-Bid, no request for any change in rates/ tariff due to above will be entertained.

22. PRICE DISCREPENCY:

Following shall be considered for evaluation and ordering for non-conformities/ errors/ discrepancies in price bid:

- i. Bidders should quote total price in “figures” with corresponding words in price bid format.
- ii. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly., unless in the opinion of the Purchaser 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.
- iii. 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.
- iv. 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 of (ii) and (iii) above.
- v. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the Purchaser, the bid is liable to be ignored.

23. LANGUAGE & CORRECTIONS:

- i. The Bid shall be in English language. All correspondence and documents relating to the bid exchanged between the bidder and the purchaser shall also be in ENGLISH language. However, any technical document/ literature etc. printed in a language other than English shall be accompanied by its true English translation duly signed for its correctness. Any document submitted with the bid but not in English language shall not be treated as part of the bid document. The responsibility for the correctness of the translations if any solely rests on the bidder and purchaser shall not be responsible for any loss/likely loss arising out of error in translation whatsoever. In such cases, for the purpose of interpretation of the bid, the English translation shall prevail.
- ii. Tenderer shall quote the rates in English language and Indo-Arabic numerals only. Total Price shall be entered in figures as well as in words. For the purpose of tender, metric system of units shall be used.
- iii. All entries in the tender shall either be typed or written legibly in ink. Cancellations, corrections, insertions, erasing, over-writing (if unavoidable) shall be authenticated with signature and seal by the bidder.

24. BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on “supplier registration page”) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

25. Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Commercial Terms and Conditions
- e. Forms

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

26. Acceptance of LOA/Work Order/ PO/ Contract:

Letter of seller / bidder's acceptance of the LOA/Work Order/ PO/ Contract is to be submitted within one week of issue of LOA/Work Order/ PO/ Contract.

27. Delivery Period

Supply, installation and commissioning shall be completed within 30 days from the date of Order.

28. Liquidated Damages:

Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent, of the total fixed lease charges, excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total fixed lease charges excluding GST, if the Seller/ Contractor fails to deliver any part of ordered supply and services within the period stipulated in the Order/ Contract (30 days from the date of Order).

29. Payment Terms:

- I. The quarterly lease payment will be due after completion of the quarter from the date of successful completion of installation & signing of commissioning certificate by BHEL. However, 1st quarter lease rental payment will be proportionate as per commissioning date of the equipment.
- II. Payment will be made quarterly basis after completion of each quarter and submission of invoice(s) complete in all respect, on Certification from BHEL.
- III. Pro rata lease charges will be payable for the quarter in which installation and acceptance (by BHEL in form of commissioning certificate) takes place.
- IV. Printing charges will be on actuals i.e. number of pages printed in a quarter.
- V. No interest shall be payable for delayed payment (if any).

Payment will be released to the suppliers as per following table:

Type of Bidder	Payment Terms (Number of days)
Micro & Small Enterprises (MSEs)	45
Medium Enterprises	60
NON MSME	90

- Bidder to submit valid UDYAM certificate for claiming MSME benefits along with offer, if applicable.
- No interest shall be paid for delayed payment.

Note: E-Invoice to be submitted as per the extant Rules and Regulations.

30. EARNEST MONEY DEPOSIT (EMD):

Not Applicable

31. Security Deposit: NOT APPLICABLE.

32. Quantity Variation:

Prices shall remain firm for any increase or decrease in the Order/Contract value (Exworks) up to 30%. BHEL shall have the right to increase or decrease quantities and scope up to the above extent of value and bidder shall be bound to accept the same at the contracted prices without any escalation..

33. Integrity Pact: NOT APPLICABLE.

34. BREACH OF CONTRACT:

In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:

- (i) encashment of security instruments like Performance Security with respective BHEL unit against the said contract.
- (ii) balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the Vendor, retention amount etc. with respective BHEL unit.
- (iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL.
- (iv) if recovery is not possible then legal remedies shall be pursued.

35. Taxes and Duties

All payments against Tax Invoice to vendors/contractors shall be released only after:

- i) Vendor/ contractor declaring such invoice in GSTR-1/GST-ANX-1 as per the relevant GST Act.
- ii) The tax component charged by the vendor in the invoice should match with the details uploaded by vendor in GSTR-1/GST-ANX-2 and GST liability is discharged through GSTR 3B.

- iii) In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant GST Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/ leviable on BHEL.

NOTE: - Payment to vendors can be released without GST in case above conditions are not fulfilled if due date of filling GST returns has not passed.

36. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
37. **DEALING WITH BIDDERS UNDER SUSPENSION**
The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of debarred firms is available on BHEL web site bhel.com.
38. BHEL shall be under no obligation to accept the bid and shall have the right to accept or reject bid in part or in full without assigning any reason whatsoever. BHEL also reserves the right to reject quotation without assigning any reason whatsoever. Quotation of the party which have been black-listed / debarred / banned by PSUs / kept on hold by any office of Delhi-based Divisions of BHEL during the last three years will be rejected. Late tenders will be rejected.
39. **PREFERENCE TO MAKE IN INDIA:**
For this procurement, Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 & 28.05.2018, 04.06.2020, 19.07.2024 and subsequent orders issued by the respective Nodal ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/ or local content in respect of this procurement, same shall be applicable.
- Note: Only Class-I and Class-II Local suppliers as per MII order dated 04.06.2020 & 19.07.2024 will be eligible to bid for this tender. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. As per the order, Minimum Local Content for Class-I and Class-II is 50% and 20% respectively.
40. **MSE Preference:** MSE preference will be given as per extant guidelines of Government of India (GOI)
41. GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 will be used for order finalization.
42. Compliance to Restrictions under Rule 144 (xi) of GFR 2017 is necessary. Bidder to submit Land Border compliance certificate attached as annexure- to NIT.

43. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

44. TAX DEDUCTION AT SOURCE:

Tax shall be deducted at source from the running bills as per applicable Income Tax Rules and other statutory requirements.

45. TERMINATION OF CONTRACT:

Notwithstanding anything contrary in this contract elsewhere, BHEL may at its sole discretion terminate the contract at any time, by giving a written notice, for any reason whatsoever including but not limited to any non-compliance to the terms and conditions of the contract, default, non-performance or breach of the contract by the vendor. This right of termination of BHEL shall be without prejudice to any other rights or remedies which BHEL may have against the vendor under the contract or any law.

46. In case of any act of default/ omission/ pilferage/ prejudice to any interest of BHEL, BHEL may take action against Contractor as per company guidelines in addition to the penalty & action explicitly mentioned in this tender document.

47. ARBITRATION & CONCILIATION:

45.1 CONCILIATION:

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract), which the Parties are unable to settle mutually, arise inter-se the Parties, the same may, be referred by either party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators under BHEL Conciliation Scheme. For more details please visit BHEL website www.bhel.com

45.2 ARBITRATION:

Except as provided elsewhere in this Contract, in case amicable settlement is not reached between the Parties, in respect of any dispute or difference; arising out of the formation, breach, termination, validity of execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the contract, then, either Party may, by a notice in terms of Section 21 of Arbitration & Conciliation Act in writing to the other Party commence arbitration. The notice shall as far as possible contain the particulars of all claims to be referred to arbitration.

The arbitration shall be conducted by Sole Arbitrator to be appointed mutually by the Competent Authority of BHEL (purchaser) & Seller within the statutory period as applicable. As far as practicable, names of 2 or more persons shall be forwarded to the Seller for seeking consent of the Seller to one of the names proposed for appointment as arbitrator in the case. If the parties fail to agree on the name of Sole

Arbitrator, then appointment shall be made as per the provisions of section 11 of the Arbitration & Conciliation Act.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. The language of Arbitration shall be English.

Subject as aforesaid, the provisions of Arbitration of Conciliation Act 1996 (India) or statutory modification/ Amendments or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat and venue of arbitration shall be Delhi/ New Delhi.

The cost of arbitration shall be borne equally by the parties' subject to the final apportionment of the cost of the arbitration as per the award/order of the arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at Delhi-NCR shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

Notwithstanding the existence or any dispute or difference and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

48. LAWS GOVERNING THE CONTRACT:

Contract, including all matters connected with contract, shall be governed by the Indian Law, both substantive and procedural, for the time being in force including modification thereto, and shall be subject to the exclusive jurisdiction of the Indian courts at Delhi-NCR.

It shall be responsibility of the vendor to ensure compliance of Labor laws, safety regulations, workmen compensation, insurance, BOCW act or other relevant acts.

49. JURISDICTION OF COURT:

Courts at Delhi-NCR shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

50. SETTLEMENT OF DISPUTES:

30.1 Except as otherwise specifically provided in the Order/ Contract, all disputes concerning questions of the facts arising under the Order/ Contract, shall be decided by Purchaser, subject to written appeal by the Seller/ Contractor to the Purchaser, whose decision shall be final.

30.2 Any dispute or difference shall be, to the extent possible, settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.

30.3 Seller/ Contractor shall continue to perform the order/ contract, pending settlement of dispute(s).

51. BHEL FRAUD PREVENTION POLICY:

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

52. FORCE MAJEURE:

52.1 Notwithstanding anything contained in the contract, neither the Seller nor the Buyer shall be held responsible for total or partial non-execution/non- performance of any of the contractual obligations, in case such execution/performance is impeded/prevented due to occurrence of a 'Force Majeure'

event not within the reasonable control of the party affected, which materially interferes or directly affects the performance of the obligations or duties under the contract.

Force Majeure event means an event beyond the control of the parties to the contract including but not limited to war, Military operations of any nature, Act of God, earthquakes, floods, fire, quarantine restrictions, acts of public enemy, blockades, civil war, explosion, epidemics, insurgency, change in law or government policy etc.

- 52.2 The party claiming to be affected by such Force Majeure event shall notify/inform the other party in writing without delay within a reasonable period of the occurrence and cessation of such event specifying the Force Majeure event and its effect on performance of contractual obligations. In the event of the parties hereto not agreeing that a force majeure event has occurred, the parties shall submit the dispute(s) for resolution pursuant to the provisions hereunder, provided that the burden of proof as to whether a force majeure event has occurred shall be upon the party claiming such an event.
- 52.3 If it is agreed between the parties that a Force Majeure event has occurred and its effect continues for a period of 36 months, then either party shall be free to cancel the contract. However, if the effect of such event ceases within this period of 36 months, the performance of the obligations put on hold shall be resumed immediately.
- 52.4 Notwithstanding the above provisions, Purchaser shall reserve the right to cancel the Order/ Contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of delivery and other schedules.
- 52.5 If a war like situation has developed in a country where Sellers's works (of this PO) is located or there is political instability or civil war and Indian Embassy located in that country/Indian Government forbids or advises for not having any business dealings in that country/ region/zone, then BHEL reserves the right to cancel the order/Contract without incurring any liability for any kind of payment or compensation to the Seller on that account.

53. STATUTORY VARIATION:

- 53.1 In general, Statutory variation for GST is payable to the Seller during currency of the contract between Buyer and Seller. Further, for period beyond the currency of the contract, BHEL will reimburse the actual applicable tax even if the same is higher than the amount applicable within the contractual period in case BHEL is able to take the input tax credit. However, the decision of BHEL in this regard will be final and binding on the seller/contractor otherwise vendor/contractor has to bear the differential upward increase in tax and ex- works price is to be adjusted accordingly

- 53.2 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser unless specifically agreed upon.

54. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

NOTE:

It is presumed that the bidder has accepted all the instructions, Terms and conditions and Technical Specifications covered in this Tender Enquiry.

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DETAILS OF BUSINESS

The vendor shall furnish the following information along with Part-1 bid.

1.0	Name of the firm	
2.0	Address for communication	
3.0	Registered Office, if any :	
	Telephone No. (Office) (Res) (Mobile) ((Email)	
4.0	Name of proprietor / partner / Director(s)	
5.0	Name of Bankers	
6.0	Copy of PAN Card to be enclosed	
7.0	GSTIN	
8.0	Any other information	

Make In India certification

Letter head of Company/Cost Auditor/Statutory Auditor

Ref.

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: Enquiry No. PE-LPE/645

Name of Package: 2 Nos of A0 Size MFS Plotters on Seven Years Operating Lease with pay per page basis

Dear Sir,

We hereby certify that items offered by us of “2 Nos of A0 Size MFS Plotters on Seven Years Operating Lease with pay per page basis” meets the requirement in line with NIT and Public Procurement (Preference to Make in India), Order 2017 dated- 15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20 , 16.09.20 & 19.07.2024 and subsequent orders if any.

Local Content:_____ %

We further confirm that details of location at which the local value addition will be done at our works located at
..... (complete address of the works)

Yours truly

..... (authorized signatory of company)

..... (firm name)

Land Border Certificate

Annexure-VI

Dated:

Tender Title:

This has reference to order no. F.No.7/10/2021-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division. We, M/s _____, confirm the following:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this M/s _____ is not from such a country.

I hereby certify that this M/s _____ fulfills all requirements in this regard and is eligible to be considered.

Signature with Company seal

Conflict of Interest among Bidders/ Agents

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder: found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; **or**
 - b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**
 - c) they have the same legal representative/agent for purposes of this bid; **or**
 - d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; **or**
 - f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal,
- or**
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; **or**
 - h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

Checklist of enclosures (Annexure-VIII)

The bidder shall enclose the following document in their techno-commercial offers. Any document, not submitted, not mentioned in the table below but are mentioned in clause in any section of the tender document shall also be enclosed in the techno-commercial offer.

Sl. No.	Annexures to be attached	Format as attached	Whether attached or not	Page No. in bid document
1	Documents for Technical PQR	Annexure-I-A		
2	Duly Signed and stamped copy of technical Specification	Annexure-I-B		
3	Unpriced copy of the price bid with all amounts/figures/ percentages wherever quoted in the price bid being replaced with the word 'Quoted' or 'Q'	Annexure-II		
4	Duly Signed and stamped copy of commercial terms and conditions	Annexure-III		
5	Make In India Certificate	Annexure-V		
6	Land Border compliance	Annexure-VI		
7	Conflict of Interest	Annexure-VII		