

BHARAT HEAVY ELECTRICALS LIMITED

Corporate Administration
BHEL House, Siri Fort, New Delhi-110049

Tender No. AA:GAX:12:RS:201
Dated: 13.09.2012
Due Date: 03.10.2012 by 15:00 Hrs.

Sub: Quotation for Multifunctional Digital Photocopiers on Monthly Rental basis

Dear Sirs,

Bharat Heavy Electricals Ltd. (A Govt. of India Undertaking) requires 51 Nos. Multifunctional Digital Copier Machines on monthly rental basis for a period of 3 years. The rental agreement may be extended for one more year with mutual consent.

Quotations are invited in sealed cover with Enquiry No., Enquiry Date and Quotation Due Date, legibly super-scribed on it, for the under mentioned Scope / Items subject to acceptance of the enclosed Terms and Conditions. The quotation should reach in the office of the undersigned by 15:00Hrs on or before the Due Date.

SN	Description / Instructions
1.	<ul style="list-style-type: none">a) 51 Nos. Multifunctional Digital Copier Machines of 3 categories / segments as mentioned in the Price Format and Technical Specifications. This number is indicative and may increase or decrease as per BHEL Requirement. The rates offered shall remain fixed during the contract period.b) Machines required on Monthly Rental basis for a period of 3 Years (extendable for one more year with mutual consent).c) Technical Terms & Conditions / Specifications (Annexure-"A-0 to A-3").d) General Terms & Conditions (Annexure-"B").e) Un-Priced / Price Formats (Annexure-"C1" & "C2").f) Commercial Terms & Conditions (Annexure-"D").g) Authorization Letter (Annexure-"E").h) Acceptance letter/No deviation certificate (Annexure-F).i) Declaration reg. non banning (Annexure-G).j) Technical Details (Annexure-"H").k) Bidder's Details (Annexure-"I").l) Checklist (Technical Bid) (Annexure-"J").m) NEFT Format (Annexure-"K").n) Declaration regarding the status of the firm & Abatement (Annexure-"L").o) Service Tax Notification (Annexure-"M").p) EMD amount of Rs. 50,000/- to be deposited by DD/Pay order drawn in favour of 'Bharat Heavy Electricals Ltd.', along-with Part-I bid.
2.	<p>IMPORTANT INSTRUCTIONS:</p> <ul style="list-style-type: none">1. Vendors must go through all these Annexures before submitting the bid.2. Offers should be submitted in Two Parts as described in Annexure-"D".3. The prices must be Quoted in the enclosed Price Format only.4. Quoted Rates shall remain FIXED during the entire period of three years.5. Price Bids of the technically & commercially acceptable parties ONLY shall be opened.

Please note that offers shall be submitted ONLY by the OEMs directly or their authorized dealer with back-up guarantee from the respective OEM. In case, an OEM authorizes any of his dealers, the authorization letter issued by OEM shall be submitted along with the tender.

The Part-I offers of the parties, shall be opened on due date of opening, i.e. 03.10.2012 at 15:30 Hrs in the presence of authorized representatives of the parties who may like to be present.

Thanking you,

Yours sincerely,

(Charanjit Chawla)
Manager (HR-GAX)

Technical Terms & Conditions / Specifications

A. PRE QUALIFYING REQUIREMENTS (PQR) :

- 1) EMD of Rs. 50,000/- (Rupees Fifty Thousand Only). Tender not accompanied with EMD/ EMD submitted in any forms other than PO & DD will not be accepted. Tender without requisite EMD will not be considered for further evaluation.
- 2) The bidder should have PAN and Service Tax Registration No.
- 3) The bidder's average annual financial turnover during the last three financial years ending 31st March'12 should be at least Rs. 13.85 Lakhs.
- 4) *The experience of having successfully completed similar Job/ services during last 7 years ending on 31.08.2012 should be either of the following:-*
 - a) *Three similar completed jobs / services costing not less than Rs. 18.46 Lakhs each.*
or
 - b) *Two similar completed jobs / services costing not less than Rs. 23.08 Lakhs each.*
or
 - c) *One similar completed job / service costing not less than Rs. 36.93 Lakhs.*

"Similar Job / service" refers to "(i) sales & services of photocopier machines OR (ii) operations of photocopying, reprographic & printing solutions".

Only work orders and supporting work completion certificates from the clients shall be submitted as proof against S.No.4 of PQR. For example: If you are qualifying as per SNo.4(b), only work orders and work completion certificates of 2 clients each costing not less than Rs. 23.08 Lakhs shall be furnished.

The work completion certificate shall be specific to the work order submitted i.e. the specific contract, value of the job, duration of contract / job and declaration of satisfactory performance shall be indicated in the work completion certificate from the client. The certificates shall be issued by competent authority with his / her contact details mentioned, for verification purpose.

Note: The PQR Criteria is applicable for participation either by OEM or their authorized dealer with backup guarantee from the respective OEM.

B. DOCUMENTS REQUIRED IN SUPPORT OF PRE-QUALIFYING REQUIREMENT:

- a) EMD of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form of Pay Order or Demand Draft in favour of BHEL, payable at New Delhi, must be submitted in a separate envelope. Tender not accompanied with EMD/ EMD submitted in any forms other than PO & DD will not be accepted. Tender without requisite EMD will not be considered for further evaluation.
- b) Copy of PAN Card & Service Tax Registration Certificate Form duly signed and stamped by the bidder.
- c) Certified copy of Balance Sheet and profits & loss Account statements of last three financial years i.e. FY 2009-10, 2010-11 & 2011-12 (AY 2010-11, 2011-12 & 2012-13). In case of unavailability of Balance Sheet & Profit & Loss statement for FY 2011-12, CA certificate for the same shall be furnished.
- d) Copy of acknowledgements of IT return of last three financial years i.e. FY 2008-2009, 2009-10, 2010-11 (AY 2009-2010, 2010-11& 2011-12).
- e) Copies of Work Orders/ award letters along with certificates of successful completion in support of proof of experience for the jobs/ services executed by the bidders during last 7 years ending on 31.08.2012 as against SNo.4 of Pre-Qualifying Criteria. *BHEL reserves the right to verify the correctness of the documents submitted against fulfilling the PQR criteria.*

Model & make of the machine offered:

Minimum Technical Specification required by BHEL for Multifunctional Digital Photocopiers – min. 20 CPM

Feature	Technical specification as desired by BHEL	Features available Yes/No	Remarks
Speed - A-4 paper B/W	Minimum 20 CPM		
RADF	Required		
Multiple Copies	1 - 99 Minimum		
Duplexing	Required		
Set making feature	Required		
Original Acceptance, Minimum Printing/Recording size	A-5 to A-3		
Zoom Facility	50% to 200%		
Min. Paper Input Capacity	Minimum 250 sheets		
No. of Input Trays	Minimum One		
Energy Saver	Auto Shut-Off and Standby Mode		
Fax Card, Scanner and Network Printer	Required		
Resolution	600 x 600 dpi		
Additional feature, if any			

Name and Rubber Seal of the Bidder

Signature

Name

Model & make of the machine offered:

Minimum Technical Specification required by BHEL for Multifunctional Digital Photocopiers – min. 35 CPM.

Feature	Technical specification as desired by BHEL	Features available Yes/No	Remarks
Speed - A-4 paper	Minimum 35 CPM		
Hard Disc Drive	Min. 20 GB		
RADF	Required with minimum 50 sheet capacity		
Multiple Copies	1-99 Minimum		
Duplexing	Required		
Set making feature	Required		
Minimum Printing / recording size	A-5 to A-3		
Zoom Facility	Minimum 25% to 400%		
Total Paper Input Capacity	Minimum 1000 sheets		
No. of Input Trays	Minimum Two		
Paper Weight acceptance in GSM	64-140 GSM		
Energy Saver	Auto Shut Off and Standby Mode		
Resolution	600 x 600 dpi		
Additional feature, if any			

Name and Rubber Seal of the Bidder

Signature

Name

Model & make of the machine offered

Minimum Technical Specification required by BHEL for Multifunctional Digital Photocopiers – min. 90 CPM.

Feature	Technical specification as desired by BHEL	Features available Yes/No	Remarks
Speed - A-4 paper	Minimum 90 CPM		
Hard Disc Drive	Min. 20 GB		
RADF	Required; Built-in with minimum 100 sheet capacity		
Multiple Copies	1-999 Minimum		
Original Acceptance	A-5 to A-3 size		
Minimum Printing / recording size	A-5 to A-3 size		
Zoom Facility	Minimum 25% to 400%		
Total Paper Input Capacity	Minimum 1000 sheets		
No. of Input Trays	Minimum Two		
Paper Weight acceptance in GSM	64-140 GSM		
Energy Saver	Auto shut off and Standby Mode		
Resolution	Min. 600 x 600 dpi		
Additional feature, if any			

Name and Rubber Seal of the Bidder

Signature

Name

General Terms & Conditions

1. Technical data / brochure shall be furnished along with techno commercial bid for the model of machines offered.
2. The category wise quantities indicated are subject to an increase / decrease upto 15% as per BHEL requirement. The additional machines shall be provided on the same rates, terms and conditions on the successful bidder during the contract period of 3 years, extendable upto 1 year with mutual consent.
3. The brand new machines shall be delivered at the locations as specified by BHEL within 21 days of the placement of order or as specified in the LOI / AOC. However, efforts shall be made to deliver the machines well before the last date of delivery.
4. All brand new machines will be installed for a period till the contract expiry from the date of installation.
5. Installation of machines at specified locations within the mentioned offices, configuration of the machines over the LAN and all connected workstations shall be done by the vendor. It will be the responsibility of the vendor to make each machine available to all nearby workstations through LAN. This shall be applicable for 20 CPM machines only.
6. Successful Bidder shall maintain the machines to our entire satisfaction. All consumables and spares shall be provided by the successful bidder. Consumables shall be arranged well in advance. If a machine stops functioning due to unavailability of consumables (toner, drum, etc.), down time shall be charged (Clause 4, Annexure D). Only Paper, Electricity and Operator will not be in the scope of the service provider.
7. During the course of the contract a few machines are expected to be shifted from BHEL House after initial installation at the specified locations in Delhi/NCR. If shifted, technical support for re-installation and re-configuration over LAN shall be under the scope of the successful bidder. Re-installation / re-configuration shall not have any financial implications on BHEL.
8. Delayed / Incomplete offers are liable to be rejected.
9. Rates shall remain fixed for the contract period of Three years. The rental agreement shall be extendable for one more year on mutual consent basis. No request will be entertained for any increase of rates in between the contract period whatsoever may be the reason. Service Tax, if any, will be applicable as per Govt. notification from time to time.
10. Abatement if applicable, quantum of Service Tax payable by concerned bidder / BHEL as the case may be, shall be known upon the declaration submitted with Part-I bid as per Annexure-L.
11. The offer shall remain valid for 90 days from the date of opening of Part-I Bid & 60 days from the date of RA / Price Bid opening, whichever is later.
12. Rates quoted should be inclusive of all taxes and duties. Applicable taxes (Service Tax etc.), if any, shall be reimbursed based on documentary evidence provided. However, statutory variation, if any, in respect of VAT, Service Tax, etc shall be admissible during the validity of contract.

13. No revision of prices shall be entertained after bids have been opened.
14. Manufacturer's name, trade Mark or Patent No. if any, should be specified.
15. Illustrative leaflets giving technical details of items offered should be enclosed with Part-I Bid / offer.
16. Bid should be free from correction and erasures. Corrections, if any, must be counter-signed. If there is a difference between price quoted in words and figures or there is any other discrepancy in the Price Schedule, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
17. BHEL reserves the right to split the order & also increase or decrease the quantity.
18. BHEL reserves the right to have free practical demonstration of their quoted machine(s) at BHEL office before opening of Price Bids.
19. The offers of the bidders who are on the banned list as also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com
20. Evaluation of price bids shall be done as follows. There are 3 categories of machines and order shall be placed on Category-wise L-1 rates.
21. Evaluation Criteria of Price Bids:
 - P1. for Min. 20 CPM = Monthly Rent + (500 x 1(a))
 - P2. for Min. 35 CPM = Monthly Rent + (5000 x 2(a))
 - P3. for Min. 90 CPM = Monthly Rent + (50000 x 3(a))Where, values P1, P2, P3, 1(a), 2(a) & 3(a) shall be obtained from Annexure-C2 (Price Format).

Evaluation shall be done on the basis of "Cost to BHEL" including Service Tax as applicable.
22. BHEL reserves the right to accept / reject any offer without disclosing any reason.

UN-PRICED FORMAT

SN	Machine Description	No s.	No. of free copies per month	No. of free copies per annum
A	40 machines (for 3 years from date of AOC i.e. 36 months)			
(i)	Min. 20 CPM	35	3,000 copies	12,60,000
(ii)	Min. 35 CPM	3	25,000 Copies	9,00,000
(iii)	Min. 90 CPM	2	2.00 Lac Copies	48,00,000
B	11 machines (for 2.5 years from March'13 to expiry of contract i.e. approx 30 months)			
	Min. 20 CPM	11	3,000 copies	3,96,000

Note:

- Per copy rate shall be chargeable after deducting 1% wastage + permissible limit of free copies which shall be calculated on annual average basis in each of the 3 categories of machines. (Considering above, bidders to quote the charges / rates on per month per machine basis. Same charges / rates shall be applicable to each machine of that category)
- Rates quoted should be inclusive of all taxes and duties. Applicable taxes (Service Tax etc.), if any, shall be reimbursed based on documentary evidence provided. However, statutory variation, if any, in respect of VAT, Service Tax, etc shall be admissible during the validity of contract.

Make / Model of the machine offered :

- Min. 20 CPM
- Min. 35 CPM
- Min. 90 CPM

S.No.	DESCRIPTION	"Q" / "NQ" (No rates to be quoted)
1.	Basic monthly rental charges per machine with monthly 3000 free copies for Min. 20 CPM machines, A-3, RADF, Fax and Network Printer (35 Nos.(A) + 11 Nos.(B))	
1(a).	Per copy rate chargeable after 1% wastage and permissible limit of free copies for Min. 20 CPM Machines (35 Nos.(A) + 11 Nos.(B))	
P1	For Min. 20 CPM machine {S.No. 1 + 500 X SNo. 1(a)}	
2.	Basic monthly rental charges per machine with monthly 25,000 free copies for Min. 35 CPM machines (3 Nos.)	
2(a)	Per copy rate chargeable after 1% wastage and permissible limit of free copies for Min. 35 CPM Machines (3 Nos.)	
P2	For Min. 35 CPM machine {S.No. 2 + 5000 X SNo. 2(a)}	
3.	Basic monthly rental charges per machine with monthly 2.00 Lac free copies for Min. 90 CPM machines (2 No.)	
3(a)	Per copy rate chargeable after 1% wastage and permissible limit of free copies for Min. 90 CPM Machines (2 Nos.)	
P3	For Min. 90 CPM machine {S.No. 3 + 50000 X SNo. 3(a)}	

Evaluation Criteria

P1. for Min. 20 CPM = Monthly Rent + {500 x 1(a)}

P2. for Min. 35 CPM = Monthly Rent + {5000 x 2(a)}

P3. for Min. 90 CPM = Monthly Rent + {50000 x 3(a)}

Evaluation shall be done on the basis of "Cost to BHEL" including Service Tax as applicable.

(Order shall be placed on Category-wise L-1 rates (Cost to BHEL))

In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 rate is arrived.

Signature

Name & Company Seal

PRICE FORMAT

SN	Machine Description	No s.	No. of free copies per month	No. of free copies per annum
A	40 machines (for 3 years from date of AOC i.e. 36 months)			
(i)	Min. 20 CPM	35	3,000 copies	12,60,000
(ii)	Min. 35 CPM	3	25,000 Copies	9,00,000
(iii)	Min. 90 CPM	2	2.00 Lac Copies	48,00,000
B	11 machines (for 2.5 years from March'13 to expiry of contract i.e. approx 30 months)			
	Min. 20 CPM	11	3,000 copies	3,96,000

Note:

- Per copy rate shall be chargeable after deducting 1% wastage + permissible limit of free copies which shall be calculated on annual average basis in each of the 3 categories of machines. (Considering above, bidders to quote the charges / rates on per month per machine basis. Same charges / rates shall be applicable to each machine of that category)
- Rates quoted should be inclusive of all taxes and duties. Applicable taxes (Service Tax etc.), if any, shall be reimbursed based on documentary evidence provided. However, statutory variation, if any, in respect of VAT, Service Tax, etc shall be admissible during the validity of contract.

Make / Model of the machine offered :

1. Min. 20 CPM
2. Min. 35 CPM
3. Min. 90 CPM

S.No.	DESCRIPTION	Rate (all inclusive) (Rs.)
1.	Basic monthly rental charges per machine with monthly 3000 free copies for Min. 20 CPM machines, A-3, RADF, Fax and Network Printer (35 Nos.(A) + 11 Nos.(B))	
1(a).	Per copy rate chargeable after 1% wastage and permissible limit of free copies for Min. 20 CPM Machines (35 Nos.(A) + 11 Nos.(B))	
P1	For Min. 20 CPM machine {S.No. 1 + 500 X SNo. 1(a)}	
2.	Basic monthly rental charges per machine with monthly 25,000 free copies for Min. 35 CPM machines (3 Nos.)	
2(a)	Per copy rate chargeable after 1% wastage and permissible limit of free copies for Min. 35 CPM Machines (3 Nos.)	
P2	For Min. 35 CPM machine {S.No. 2 + 5000 X SNo. 2(a)}	
3.	Basic monthly rental charges per machine with monthly 2.00 Lac free copies for Min. 90 CPM machines (2 No.)	
3(a)	Per copy rate chargeable after 1% wastage and permissible limit of free copies for Min. 90 CPM Machines (2 Nos.)	
P3	For Min. 90 CPM machine {S.No. 3 + 50000 X SNo. 3(a)}	

Evaluation Criteria

P1. for Min. 20 CPM = Monthly Rent + {500 x 1(a)}

P2. for Min. 35 CPM = Monthly Rent + {5000 x 2(a)}

P3. for Min. 90 CPM = Monthly Rent + {50000 x 3(a)}

Evaluation shall be done on the basis of "Cost to BHEL" including Service Tax as applicable.

(Order shall be placed on Category-wise L-1 rates (Cost to BHEL))

In the event of more than one bidder having quoted identical lowest rates and there is a tie amongst the bidders, the respective bidders would be asked to submit their revised rates. This process would continue till the distinct L1 rate is arrived.

Signature
Name & Company Seal

Commercial Terms & Conditions

BID SUBMISSION

Bids shall be submitted latest by 15:00 Hrs. on or before the due date, in two parts as follows:

PART-I : TECHNO-COMMERCIAL BID This part shall contain the following:

- a. Complete tender document in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
- b. Technical Terms & Conditions / Specifications (Annexure-"A-0 to A-3").
- c. General Terms & Conditions (Annexure-"B").
- d. Un-Priced Format with all Amounts wherever quoted to be replaced with the word 'Quoted' or 'Q' and the Amounts wherever not quoted to be replaced with 'Not Quoted' or 'NQ' in the Price Bid. (Annexure-"C1").
- e. Commercial Terms & Conditions (Annexure-"D").
- f. Authorization Letter (Annexure-"E").
- g. Deviation letter - The bidder generally should accept all terms and conditions of the tender unconditionally. Tenders with deviations from terms and conditions are likely to be rejected. (Annexure -"F")
- h. Declaration reg. non banning (Annexure-"G").
- i. Technical Details (Annexure-"H").
- j. Bidder's Details (Annexure-"I").
- k. Checklist (Annexure-"J")
- l. NEFT Format (Annexure-"K").
- m. Declaration regarding the status of the firm & Abatement (Annexure-"L").
- n. Service Tax Notification (Annexure-"M").
- o. EMD: The bidders shall furnish, as a part of the response, EMD amount of Rs. 50,000/- (Rupees Fifty Thousand Only) in the form as stipulated herein below:
 - EMD shall, at the Bidder's option, be in the form of Pay Order or Demand Draft only drawn in favour of '*Bharat Heavy Electricals Ltd.*' payable at New Delhi.
 - EMD by unsuccessful Bidders shall be refunded, within 15 days post award / commencement of contract.
 - EMD shall not carry any interest.
 - Bids not accompanied by the requisite EMD, shall not be considered.
 - EMD may be forfeited, if
 - after opening the bid, the Bidder revokes his bid within the validity period
 - or increases his earlier quoted rates.
 - the Bidder does not commence the work within the period as per Letter of Indent (LOI)/Contract. In case the LOI/contract is silent in this regard, then within 15 days after award of Contract.
- f. All documents as required against the defined PQR as per Annexure-A0.

PART-II: PRICE BID

Part-II shall contain Prices only as per Price Format (Annexure-“C2”) 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.

This part shall be submitted in a Sealed Cover with bidder’s Seal super-scribed with correct Enquiry No., due date of opening and ‘Part-II: PRICE BID’. Rates shall be quoted both in words and figures.

IMPORTANT NOTE: No additional documents shall be submitted with Part-I and Part-II bid other than the documents enlisted above for both bids. Ordered / indexed / numbered bids are expected from all the bidders. Additional documents if found any, shall not be considered for evaluation purpose.

1. Bid Opening

Part-I (Techno-Commercial Bids) will be opened at 15:30 Hrs. on the due date in the presence of bidders who may like to be present. Part-II (Price Bids) shall be opened of those bidders only who will be technically & commercially qualified vendors / parties in Part-I bid. Date and time of opening of Part-II (Price Bids) shall be communicated separately.

BHEL reserves to right to finalize the contract by conducting Reverse Auction which can be either category wise bidding or integrated category bidding. The Reverse Auction shall be conducted for Techno-Commercially qualified / acceptable bidders post evaluation of Part-I bids submitted before / on due date / time of submission.

2. Payment Terms

Rental Payment will be made within 20 days on monthly basis after completion of each month and submission of consolidated invoices(s) in duplicate along with copy of verified meter reading by the respective coordinator / user. Billing cycle will be from 1st of the month to the last day of the month. Meter reading will be taken on 1st working day of each month and shall be verified by coordinator / user of the machine. However, no interest shall be made for delay in making payment.

For calculating the rental charges for part of the month (for the first / last bill only as the date of installation / removal may not be 1st / last of the month), the basic monthly rental charges and number of free copies will be reduced proportionately.

3. Maintenance

Vendor shall be responsible for all preventive and corrective maintenance of the machines inclusive of supply of spares and consumables except Power and paper, during the entire contract period.

Complaint lodged during forenoon shall be attended in the afternoon of same day and complaint lodged in the afternoon shall be attended by the forenoon of next working day. In case, performance of a machine is found to be unsatisfactory i.e. it is giving frequent troubles and breakdowns, vendor will be required to provide suitable replacement of the machine within 24 hours of lodging the complaint for the same.

4. Deduction due to machine downtime

Any machine on complaint reported by BHEL shall be either set right on the day of reporting the complaint or at the most on the next BHEL working day, failing which deduction will be made from the monthly rental charges payable for the machine as per the following formula:

Deduction = (Monthly Rent x Downtime (days^{##}) / 24) + Rs. 500/- per day

No. of days for which the machine was down exclusive of the day of reporting the complaint and the day on which the machine was set right but inclusive of intervening holidays.

BHEL reserves the right to terminate the contract if the performance of the machine or service is found to be unsatisfactory by giving one month's notice.

5. Damage to machines

Any damage caused due to fire, flooding, short circuiting or any natural calamity shall be borne by the vendor only. The insurance of the machines shall be in the scope of the vendor. In such cases, the vendor shall replace the machines if destroyed beyond recovery and repaired if damaged within a period of 07 days from the date of intimation from BHEL. Beyond this time of 07 days, deduction shall be charged on downtime basis, as per Clause No.4, Annexure-"D".

6. Location & Consignee

Maximum number of machines will be installed in BHEL House, at Siri Fort, New Delhi. A few machines shall be installed at Parliament Street, Udyog Bhawan, Vasant Kunj and Noida. Installation, configuration on LAN and interfacing with nearby workstations (only for 20 CPM machines) shall be under the scope of the vendor.

7. Training

Vendor will provide necessary training to the users so as to train them in the day to day operation of the machine(s) so that they are able to use the machines properly resulting in less machine down time. Operation and Maintenance manual(s) shall be supplied with each machine without any extra charges.

8. Arbitration

In the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Purchaser).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications 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 venue of arbitration shall be at New Delhi.

In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

9. Laws governing the contract

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

10. Jurisdiction of Court

Courts at Delhi/New Delhi 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.

11. Default / Breach of Contract, Insolvency and Risk Purchase

If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores / services not so delivered or others of a similar description where stores / services exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

Authorization Letter
(To be submitted, in case, bid is submitted by an authorized dealer)

We hereby authorize M/s. to quote rates, supply and maintain photocopier machines, raise bills, receive payments as per agreed tender terms & conditions and provide the services as per BHEL requirement.

In the event of award of contract, we further undertake full responsibility to provide services / spares and adhere with all the terms and conditions of above referred tender for the entire contract period, in case, M/s. will fail to do so, at any stage, during the entire contract period post award of contract.

Signature:

Name:

Designation:

Contact Details:

Contact no.(Offc):

Contact no.(Mob):

Email ID:

Address:

Company Seal:

Date:

Hiring of Photocopier Machines

Acceptance Letter / No Deviation Certificate

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender. We confirm that machines offered by us are conforming to the specifications mentioned in Annexure-A-1 to A-3.

Or

We hereby accept all terms and conditions of the above tender except the following:
(Give reference to Clause Nos. of Terms & Conditions which are not acceptable)

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

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

Signature
With name, Designation & seal of the firm

DECLARATION

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

Signature
With name, Designation & seal of the firm

TECHNICAL DETAILS

TURNOVER (F.Y.)	2011-12	2010-11	2009-10
Rs. (Lacs)			

Work Experience fulfilling PQR Criteria (As per work orders and work completion certificate submitted in Part-I Bid)

EXPERIENCE	No. of Work	Value	Customer's Name
1.			
2.			
3.			

PAN Card No. / Name on PAN Card	
Service Tax No. / Taxable Services	

Income Tax Return (F.Y.)	2010-11	2009-10	2008-2009
EMD Details	DD/ PO No.	Date	Amount (Rs.)

(Signature & seal of the contractor)

BIDDER'S DETAILS

Name of the Contractor /Party/ Firm	
Name of Authorized Representative	
Phone Nos.	
Mobile Nos.	
Fax No.	
E-Mail Address	
Web Site Address (If Any)	

(Signature & seal of the contractor)

CHECK-LIST (Part-I Bid)

SUMMARY OF COMPLIANCE TO REQUIREMENT OF TENDER

SNo.	Description of requirement	Yes/ No/NA	Page Nos.
1	EMD of Rs. 50,000/- in the form of Pay order or Demand Draft in favour of "Bharat Heavy Electricals Ltd" in a separate envelope.		
2	Details of work experience, satisfactory work performance certificates.		
3	Copies of the Balance sheet and Profit & Loss account statement of last three financial years i.e. FY 2009-10, 2010-11 & 2011-12 or duly certified by CA.		
4	Acknowledgement of I-T return of last three financial years i.e. FY 2008-2009, 2009-10& 2010-11		
5	Copy of the PAN card.		
6	Copy of Service Tax registration certificate		
7	Technical Terms & Conditions / Specifications (Annexure-"A-0 to A-3").		
8	General Terms & Conditions (Annexure-"B").		
9	Un-priced Copy of the Price Bid (Annexure-"C").		
10	Commercial Terms & Conditions (Annexure-"D").		
11	Authorization Letter (Annexure-"E").		
12	Deviation letter (Annexure -"F")		
13	Declaration reg. non banning (Annexure-"G").		
14	Technical Details (Annexure-"H").		
15	Bidder's Details (Annexure-"I").		
16	Checklist (Annexure-"J")		
17	NEFT Format (Annexure-"K")		
18	Declaration regarding the status of the firm & Abatement (Annexure-"L").		
19	Service Tax Notification (Annexure-"M").		

(Signature & seal of the contractor)

NEFT Format

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
Beneficiary Account Number	
Email ID	
PAN	

Enclosed: A photocopy/cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above mentioned particulars are in order. To facilitate NEFT credits, I will inform BHEL in case of any changes in the Bank Particulars at a future date.

Thanking you,

Yours sincerely.

Signature:

Name:

Designation:

Company Seal:

Date:

DECLARATION REGARDING THE STATUS OF THE FIRM AND ABATEMENT

I/ We hereby declare that the status of my/our Firm is _____ (mention whether individual / HUF / Firm / AOP / Public Ltd. / Pvt. Ltd., etc) and that I have/ have not (tick the applicable) availed abatement under notification No. 26/2012-ST dated 26.06.12 (www.servicetax.gov.in/notifications/notfns-2012/st26-2012.htm) and that I/We have not taken CENVAT credit on input, input services and capital goods under the CENVAT credit rules-2004.

Signature

With name, Designation & seal of the firm

Government of India
Ministry of Finance
(Department of Revenue)

Notification No. 26/2012- Service Tax

New Delhi, the 20th June, 2012

G.S.R..... (E). - In exercise of the powers conferred by sub-section (1) of section 93 of the Finance Act, 1994 (32 of 1994) (hereinafter referred to as the said Act), and in supersession of notification number 13/2012- Service Tax, dated the 17th March, 2012, published in the Gazette of India, Extraordinary, Part II, Section 3, Sub-section (i) *vide* number G.S.R. 211 (E), dated the 17th March, 2012, the Central Government, being satisfied that it is necessary in the public interest so to do, hereby exempts the taxable service of the description specified in column (2) of the Table below, from so much of the service tax leviable thereon under section 66B of the said Act, as is in excess of the service tax calculated on a value which is equivalent to a percentage specified in the corresponding entry in column (3) of the said Table, of the amount charged by such service provider for providing the said taxable service, unless specified otherwise, subject to the relevant conditions specified in the corresponding entry in column (4) of the said Table, namely;-

Table

Sl. No.	Description of taxable service	Percentage	Conditions
(1)	(2)	(3)	(4)
1	Services in relation to financial leasing including hire purchase	10	Nil.
2	Transport of goods by rail	30	Nil.
3	Transport of passengers, with or without accompanied belongings by rail	30	Nil.
4	Bundled service by way of supply of food or any other article of human consumption or any drink, in a premises (including hotel, convention center, club, pandal, shamiana or any other place, specially arranged for organizing a function) together with renting of such premises	70	(i) CENVAT credit on any goods classifiable under Chapters 1 to 22 of the Central Excise Tariff Act, 1985 (5 of 1986) used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004.
5	Transport of passengers by air, with or without accompanied belongings	40	CENVAT credit on inputs and capital goods, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004.
6	Renting of hotels, inns, guest houses, clubs, campsites or other commercial places meant for residential or lodging purposes.	60	Same as above.
7	Services of goods transport agency in relation to transportation of goods.	25	CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004.
8	Services provided in relation to chit	70	Same as above.

9	Renting of any motor vehicle designed to carry passengers	40	Same as above.
10	Transport of goods in a vessel	50	Same as above.
11	Services by a tour operator in relation to,- (i) a package tour	25	(i) CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004. (ii) The bill issued for this purpose indicates that it is inclusive of charges for such a tour.
	(ii) a tour, if the tour operator is providing services solely of arranging or booking accommodation for any person in relation to a tour	10	(i) CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004. (ii) The invoice, bill or challan issued indicates that it is towards the charges for such accommodation. (iii) This exemption shall not apply in such cases where the invoice, bill or challan issued by the tour operator, in relation to a tour, only includes the service charges for arranging or booking accommodation for any person and does not include the cost of such accommodation.
	(iii) any services other than specified at (i) and (ii) above.	40	(i) CENVAT credit on inputs, capital goods and input services, used for providing the taxable service, has not been taken under the provisions of the CENVAT Credit Rules, 2004. (ii)The bill issued indicates that the amount charged in the bill is the gross amount charged for such a tour.
12.	Construction of a complex, building, civil structure or a part thereof, intended for a sale to a buyer, wholly or partly except where entire consideration is received after issuance of completion certificate by the competent authority	25	(i) CENVAT credit on inputs used for providing the taxable service has not been taken under the provisions of the CENVAT Credit Rules, 2004. (ii)The value of land is included in the amount charged from the service receiver.

Explanation. –

A. For the purposes of exemption at Serial number 1 -

- (i) The amount charged shall be an amount, forming or representing as interest, i.e. the difference between the installments paid towards repayment of the lease amount and the principal amount contained in such installments;
- (ii) the exemption shall not apply to an amount, other than an amount forming or representing as interest, charged by the service provider such as lease management fee, processing fee, documentation charges and administrative fee, which shall be added to the amount calculated in terms of (i) above.

B. For the purposes of exemption at Serial number 4 -

The amount charged shall be the sum total of the gross amount charged and the fair market value of all goods and services supplied in or in relation to the supply of food or any other

article of human consumption or any drink (whether or not intoxicating) and whether or not supplied under the same contract or any other contract, after deducting-

- (i) the amount charged for such goods or services supplied to the service provider, if any; and
- (ii) the value added tax or sales tax, if any, levied thereon:

Provided that the fair market value of goods and services so supplied may be determined in accordance with the generally accepted accounting principles.

C. For the purposes of exemption at Serial number 12 –

The amount charged shall be the sum total of the amount charged for the service including the fair market value of all goods and services supplied by the recipient(s) in or in relation to the service, whether or not supplied under the same contract or any other contract, after deducting-

- (i) the amount charged for such goods or services supplied to the service provider, if any; and
- (ii) the value added tax or sales tax, if any, levied thereon:

Provided that the fair market value of goods and services so supplied may be determined in accordance with the generally accepted accounting principles.

2. For the purposes of this notification, unless the context otherwise requires,-

- a. "chit" means a transaction whether called chit, chit fund, chitty, kuri, or by whatever name by or under which a person enters into an agreement with a specified number of persons that every one of them shall subscribe a certain sum of money (or a certain quantity of grain instead) by way of periodical installments over a definite period and that each subscriber shall, in his turn, as determined by lot or by auction or by tender or in such other manner as may be specified in the chit agreement, be entitled to a prize amount,
- b. "package tour" means a tour wherein transportation, accommodation for stay, food, tourist guide, entry to monuments and other similar services in relation to tour are provided by the tour operator as part of the package tour to the person undertaking the tour,
- c. "tour operator" means any person engaged in the business of planning, scheduling, organizing, arranging tours (which may include arrangements for accommodation, sightseeing or other similar services) by any mode of transport, and includes any person engaged in the business of operating tours,

3. This notification shall come into force on the 1st day of July, 2012.

[F.No. 334 /1/ 2012-TRU]
(Rajkumar Digvijay)
Under Secretary to the Government of India