



TERMS & CONDITIONS OF THE CONTRACT (TC + ATC)

BHARAT HEAVY ELECTRICALS LIMITED



Ref. No.: AA: CDT: Printer: Rental
Date: 20th Aug 2024

Dear Sir,

Sub: Enquiry for Procurement of rental services for 10 no. of Color Printers for 06 months at BHEL Corporate Office situated at Asiad & Noida locations

Bid is invited for subject requirement at BHEL CDT, Sector-16 A, Noida as per the terms and conditions of this RFP.

Any corrigendum / notifications issued by BHEL, related to this tender, shall be available / hosted through email (cdt-tender@bhel.in) & www.bhel.com.

The bidder is expected to examine all instructions, formats, terms, specifications, conditions and all other information in the bidding documents. Failure to furnish all information asked for or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid as decided by the BHEL. BHEL's decision in this regard shall be final and binding.

Please ensure that your response, complete in all respect, in requisite format with necessary enclosures is delivered through email on or before the due date & time i.e., **22.08.2024 at 16:30 hrs.**

Bids shall be addressed to:

DGM(CDT)
Bharat Heavy Electricals Limited,
CDT Hall, 2nd Floor HRDI Building, Sector-16A
Noida – 201301
Contact Number - 01202416483/6499
devendrasharma@bhel.in; atul.vyas@bhel.in,

Thanking you,
Yours faithfully,

For and on behalf of BHEL

Contents

1. Introduction:	4
2. Objective:.....	4
3. Scope of Work:.....	4
4. Standby Equipment:	4
5. Performance Requirements (Service Level Agreement):	4
6. Penalties for SLA Non-Conformance:	4
7. Payment Terms:	4
8. General Instructions and Guidelines to Bidder:.....	5
9. Delivery Required:	5
10. Penalty for Late Start of services:	5
11. Foreclosure:	5
12. Taxes & Duties:	5
13. Location & Consignee Address:.....	6
14. Procedure for Submission & Opening of Bids:.....	6
15. Tender Evaluation	6
16. Ethical Standard:	6
17. Validity of Offer:	7
18. Insurance:.....	7
19. Sub-Contracting:	7
20. Cost of Bidding:	7
21. Deviations:.....	7
22. Purchaser's Right	7
23. Amendment of Bidding Documents:	7
24. Risk Purchase:	7
25. Limitation of Liability:.....	8
26. Merger & Acquisition:.....	8
27. Insolvency:.....	8
28. Indemnity:.....	8
29. Confidentiality:	8
30. Termination of The Contract & Its Consequences	9
31. Force Majeure	9
32. Non-Disclosure Agreement:	9
33. Other Terms:	9
34. List of Annexures:	10

RFP for Procurement of Rental Services for 10 no's Color Printers for Six Months

1. Introduction:

BHEL is one of the largest engineering and manufacturing companies of its kind in India engaged in design, engineering, construction, testing, commissioning and servicing of a wide range of products and services with over 180 product offerings to meet the ever-growing needs of the core sectors of economy.

2. Objective:

The tender is invited for Procurement of rental services for 10 no. of Color Printers for 06 months from M/s Computer Junction Pvt. Ltd. at BHEL Corporate Office situated at Asiad & Noida locations.

3. Scope of Work:

The scope of Bidder includes: -

- 3.1. Supply, installation and comprehensive maintenance services for printers including any repair/ replacement of parts/ device by the bidder.
- 3.2. **Printer Specification:**
 - i. LaserJet Printer: A4 Color printer with min. 30 PPM, Duplex, ADF, Network.
 - ii. Ink tank Printer: A4 Color MFP with min. 20 PPM, Duplex print, ADF, Network, Wi-Fi.
- 3.3. Cartridges and other consumables replacement and installations is in bidders' scope.
- 3.4. Paper, Electricity, Space, table, Operator etc. will be provide by BHEL.

4. Standby Equipment:

- 4.1. In case, the equipment failure cannot be rectified through repair / replacement of defective parts, bidder will provide a stand-by equipment to minimize work disruption on account of hardware failure.
- 4.2. If standby is provided for the equipment, then the original equipment should be repaired and reconfigured within 15 days. If the equipment is not getting repaired for prolonged period, BHEL reserves the right to get it repaired from an outside party at the risk and cost of bidder.

5. Performance Requirements (Service Level Agreement):

The bidder shall ensure that on failure of any printer or printing services, bidder is required to get it repaired on next working day of BHEL.

6. Penalties for SLA Non-Conformance:

In case of no resolution, deduction shall be as follows:

SN	Downtime	Deduction
a	Up to next working day	Zero
b	Beyond next working day	Rs. 500 per day per faulty equipment
	Total Downtime	Total deduction for a month shall be limited to maximum monthly rental cost of all the printers.

Note: If the services of the bidder are not found satisfactory / required services not provided to BHEL by bidder even after consuming sufficient time, BHEL reserves the right to terminate the contract after giving 1-month Notice and forfeit the Bank Guarantee / Security Deposit of Bidder.

7. Payment Terms:

Payment will be released within 90 days (45 days in case of MSEs & 60 days in case of Medium Enterprise) from the submission of bills complete in all respects after due verification subject to other terms & conditions as mentioned in clause of Taxes & duties along with following document

- a) Invoice
- b) SLA reports (certified by BHEL)
- c) Tax payment proof

8. General Instructions and Guidelines to Bidder:

S.No.	Key Activity	Date
1	Issuance of Request for Proposal (RFP)	20 th August 2024
2	Last date of receiving queries from bidder	21 rd August 2024
3	Last date and time for submission of bid	22.08.2024, 1630hrs, via email (cdt-tender@bhel.in)
4	Bid opening date and time	22.08.2024, 1700hrs, via email (cdt-tender@bhel.in)

9. Delivery Required:

The successful bidder has to complete supply and installation within 10 working days from the date of placement of order.

10. Penalty for Late Start of services:

If the services are not started as per start of contract mentioned in RFP, a penalty of 0.5% per week (or part thereof) subject to maximum of 10% of the total order value. This penalty will be deducted from the first quarter charges, in case the penalty amount to be deducted is more than the first quarter charges, the same will be adjusted from the subsequent quarter. The applicable GST shall also be recoverable from the suppliers.

11. Foreclosure:

After 03 months from the start date of contract, BHEL reserves the rights to foreclose this rental contract after giving one month notice period without assigning any reason.

12. Taxes & Duties:

- 12.1. Price quoted should be inclusive of all applicable Taxes/charges. The Contractor shall pay all other taxes, fees, royalty, commission etc. which may be levied on the contractor in executing the contract. In case BHEL is forced to pay any of such taxes, it shall be recovered from Contactor's bills or otherwise as deemed fit.
- 12.2. TDS under GST law as applicable shall be deducted.
- 12.3. In case of any recovery including LD/penalty, the GST (if applicable) shall also be recoverable from the supplier.
- 12.4. To enable BHEL to avail GST input tax credit, Vendor shall submit GST compliant invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the Vendor only after submission of GST complaint invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services. Vendor to ensure that details of such invoice is furnished by him in his GSTR-1 return and the same is appearing in GSTR-2B of BHEL.
- 12.5. BHEL reserves the right to protect its interest against any loss on account of non-availability of GST credit.
- 12.6. GSTIN of BHEL will be provided to the Vendor along with the work order.
- 12.7. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
- 12.8. Statutory variation for GST is payable to the Seller during validity of the contract. However, for period beyond the contract validity, BHEL may reimburse the actual applicable increased tax, in exceptional circumstances, 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

RFP for Procurement of Rental Services for 10 no's Color Printers for Six Months

- the seller/ contractor otherwise vendor/ contractor has to bear the differential upward increase in tax.
- 12.9.** Payment to the Vendor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the Vendor by BHEL.
- 12.10.** GST (if applicable) shall also be recoverable from the Vendor in case of LD recovery/penalty on account of breach of terms of contract.
- 12.11.** Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTIN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, IGST mentioned separately, HSN (Harmonized System of Nomenclature) Code / SAC (Services Accounting Code) etc.
- 12.12.** The Vendor has to give an undertaking that GST as mentioned in the invoice has been / will be paid and also file return as per respective extant rule.

13. Location & Consignee Address:

Name: Neeraj Meena

Designation: Manager (CDT)

Contact details: 011-66337483

Email: neeraj.meena@bhel.in

Location for Supply:

BHEL House,

Siri Fort, New Delhi

Pin code-110049

Landmark- Near Siri Fort Auditorium

14. Procedure for Submission & Opening of Bids:

Bid shall be accepted by the official inviting the tender in **ONE PART** through email.

Bid shall consist of the following:

- i. PRICE BID as per format enclosed as **Annexure-I**
- ii. Non-Disclosure Agreement Format as per format enclosed as **Annexure-II**.
- iii. No Deviation Certificate as per format enclosed **Annexure-III**
- iv. Declaration of GST benefits as per format enclosed as **Annexure-IV**
- v. A copy of complete RFP along with corrigendum, if any, where each page is signed & stamped by the bidder. The Purchaser reserves the right to accept or reject the offer.

Price bid containing PRICES only is to be submitted (Price Schedule format enclosed as **Annexure-I** only shall be submitted). Prices shall be quoted in Indian Rupees only. Bidder shall give details of all Applicable Taxes (between Bidder & BHEL as asked in the Price Bid) clearly. Any changes in these Applicable Tax rates during the complete contract period will only be payable as per actuals, subject to submission of documentary evidence. Any other taxes, duties, levies and charges assessed on the bidder by local, national or any statutory authorities will not be payable by BHEL.

15. Tender Evaluation

Total / Gross Total of Prices should be indicated both in words as well as in figures. If there is a difference between price quoted in words and figures or if there is any other price discrepancy, higher value(s) will be considered for evaluation and lower values will be considered for ordering.

All applicable taxes (GST) are to be specified clearly in the Price Bid Format.

16. Ethical Standard:

Bidders are expected to observe the highest standard of ethics during the procurement and execution of

RFP for Procurement of Rental Services for 10 no's Color Printers for Six Months

this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

- a) **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
- b) **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non- competitive levels to deprive the Purchaser of the benefits of competition;

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.

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

17. Validity of Offer:

Offer shall be kept valid for four months from the due date of Tender, for BHEL acceptance.

18. Insurance:

The equipment supplied under this contract shall be fully insured by the bidder against any loss, theft, fire, damage due to any reason, etc., during transportation, storage, delivery, installation and operation for the entire period of the contract.

19. Sub-Contracting:

Order / contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred to any third party without prior written consent from BHEL.

20. Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid and the Purchaser will in no case be responsible or liable for those costs.

21. Deviations:

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the Tender Enquiry. Vendors have to submit a "No Deviation Certificate" in the offer as per **Annexure III**.

Technical & Commercial – No deviation is acceptable.

22. Purchaser's Right

The Purchaser reserves the right to make changes within the scope of the contract in following respects at any point of time.

BHEL may, at any time during the contract period, by a written order given to the Service Provider, make changes within the general scope of the contract like change of location for provisioning of services within the campus.

23. Amendment of Bidding Documents:

The Purchaser may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However, in case of such amendment, the bid submission date may be extended at the discretion of the purchaser.

Amendments made prior to submission of bid will be provided in the form of Addenda / Corrigendum to the Bidding Documents and will be posted on www.bhel.com.

24. Risk Purchase:

To be signed and stamped by bidder

RFP for Procurement of Rental Services for 10 no's Color Printers for Six Months

BHEL reserves the right to purchase from elsewhere at the risk and cost of the vendor, either the whole or part of

- a) The solution, which the vendor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.
- b) The warranty and support which the vendor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime.
- c) The vendor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the vendor in respect of this contract or any other contract which the vendor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any.
- d) Risk and Cost against Balance Work:

Risk & Cost Amount= $[(A-B) + (A \times H/100)]$

Where, A= Value of Balance scope of Work/ Supply (*) as per rates of new contract

B= Value of Balance scope of Work/ Supply (*) as per rates of old contract being paid to the vendor/supplier at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

25. Limitation of Liability:

Vendor's liability shall be limited to the value of this contract only.

26. Merger & Acquisition:

In case of merger / acquisition of the bidder / OEM during the contract period, all commitments and liabilities with respect to this contract will pass on to the acquiring entity.

27. Insolvency:

If during the execution of contract, the company or any member in case of JV/consortium / partnership becomes bankrupt or otherwise insolvent, the purchaser may terminate the contract by giving written notice to the supplier. Any charges payable up to the termination point will be paid by BHEL to the supplier. In case any recovery is due on supplier, the recoverable amount will be adjusted against the terminal payment to be made to the supplier. Such termination will not prejudice or affect any right of action or remedy which has accrued and/ or will accrue thereafter to BHEL.

28. Indemnity:

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

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

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

29. Confidentiality:

The Bidder shall keep confidential any information related to this tender. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

As used herein, the term "Confidential Information" means any information, including without intimation,

information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

At all times during the performance of the Services, the Bidder shall abide by all applicable BHEL's security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligations of confidentiality under this section shall survive the rejection of the contract

30. Termination of The Contract & Its Consequences

- 30.1.** Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract by Vendor.
- 30.2.** Vendor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- 30.3.** BHEL reserves the rights to cancel the contract in case the services are not found to be satisfactory.
- 30.4.** Consequences: As soon as the contract is cancelled / terminated by BHEL, no payment will be payable to Vendor.

31. Force Majeure

The conditions of Force Majeure shall mean the events beyond control of the parties effected such as act of God, Earthquake, Flood, Devastating fire, War, Civil Commotion, Cyclone, Industrial Lockout and Statutory Act of the Government having bearing on the performance of the Contract. The party affected by Force Majeure shall be obliged to notify the other party within 48 hours, by fax/cable, of the commencement and the end of the Force Majeure circumstances preventing its performance of all or any of its obligations under this order. If performance of obligations under this order is delayed for more than one month due to a continuous Force Majeure, the party not affected by Force Majeure may at any time thereafter while such Force Majeure continues, by notice in writing forth with terminate all or any part of the unperformed portion this order. If this order or any portion thereof is terminated under Force Majeure conditions, the Contractor shall be liable to BHEL for any damages, losses or liabilities as result thereof.

32. Non-Disclosure Agreement:

- 32.1.** The successful bidder shall comply with the Information Security Management System of BHEL and work within the framework of ISMS as applicable in BHEL from time-to-time.
- 32.2.** All the material / information sent to the successful bidder shall be treated as confidential and should not be disclosed in any matter to any unauthorized person under any circumstances. The successful bidder has to furnish a Non- Disclosure Agreement (NDA) as per **Annexure-II** in line with the Owner's Information Security Management System (ISMS).

33. Other Terms:

RFP for Procurement of Rental Services for 10 no's Color Printers for Six Months

All other term & conditions of this specification not mentioned above shall be governed by the pertinent provisions of General terms and Conditions of BHEL.

34. List of Annexures:

- 34.1. Annexure-I:** Price Bid Format
- 34.2. Annexure-II:** Non-Disclosure Agreement
- 34.3. Annexure-III:** No Deviation Certificate
- 34.4. Annexure-IV:** Declaration of GST benefits

Annexure-I**Price Bid Format**

S. No	Item Name	Make/ Model	Specifications	Quantity in Delhi/NCR	Unit Price per quarter (Excluding GST)	Total price per quarter (Excluding GST)	Total Price for 02 quarters (Excluding GST)
1	Printers (Laser Jet)		A4 Colour printer with min. 30 PPM, Duplex, ADF, Network.	5			
2	Printers (MFP) (Ink tank)		A4 Colour MFP with min. 20 PPM, Duplex print, ADF, Network, Wi-Fi.	5			
Total Price (Exclusive GST) (INR): A							

S. No	Printer Type	Type of Print	Per Page Cost	Total tentative print qty for 06 months	Total price for 06 months
1	LaserJet as per Sr. no. 1 above	Colour		3000	
2	LaserJet	B & W		12000	
3	Ink tank	Colour		600	
4	Ink tank	B & W		1200	
Total Price (Exclusive GST) (INR): B					

Total Price quoted (INR) (exclusive GST): A+B: _____

Total Price quoted (INR) (exclusive GST): A+B in words:

.....
GST%: _____

Note:

1. Payment shall be made quarterly including actual printing cost during that quarter.
2. Letter or A4 size prints will be charged at the rate of 1 (one) click per impression. (2 if duplex).
3. The tender evaluation will be done on Total / Gross charges (Excl. GST). Total Charges should be indicated both in words as well as in figures.
4. All applicable taxes (GST) are to be specified clearly in the Price Bid Format.
5. Rates quoted for “**A+B**” of Price bid shall include all other applicable taxes and duties.
6. The total cost should be mentioned in this format. The prices should be fixed and should avoid use of vague terms as “Extra as applicable”.

THIRD PARTY NON-DISCLOSURE AGREEMENT

I, _____, on behalf of the _____ (Name of Company), acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. In case such information is required to be exchanged, I shall ensure the secure transfer of business information. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at _____, this ____ day of _____, 20__.

Name

Company

Signature

No Deviation Certificate

This is to certify that our offer is exactly in line with your tender enquiry no., dated..... This is to expressly certify that our offer contains no deviation either Technical or Commercial in either direct or indirect form.

Signed By:

Name: _____

Designation: _____

Organization: _____

Date & Place: _____

Phone/Fax/Mobile: _____

Email: _____

Stamp & Seal: _____

Declaration of GST Benefits

To Whom so ever it may concern, I hereby on behalf of my organization declare that I have quoted the rates considering the benefits of Goods and Service Tax (GST) including Input Tax Credit (ITC) in the Price Bid.

(Signature & seal of the bidder)

Place:

Date: