



BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM: HYDERABAD -32
CMM -PURCHASE

Terms and conditions (Commercial terms) of the tender for hiring of Plain Paper Copier Machines for BHEL Hyderabad of 65 Nos.:-

Tender Ref: HPEP/CMM/COPIER MACHINES/2020 – 22

Dt.: 22.06.2020

Due Date: 13.07.2020, 11.00 AM

Tender Document Cost

Tender documents (non-transferable) can be purchased on any working day (Monday to Saturday) between 09:00 hrs. to 11:30 hrs and 13:00 hrs to 15:00 hrs from office of the Sr. Officer/CMM-Purchase, 4th floor, Admn Bldg BHEL-HPEP, RC PURAM, HYDERABAD-32 by paying the prescribed Tender fee of Rs.1000/- only (one thousand only) through Demand Draft from any nationalized bank in favor of “BHEL-RC PURAM, HYDERABAD-32

Sealed quotations in single cover consisting of two separate sealed covers for Techno-Commercial bid as Part A and Price bid as Part B super scribing the tender reference, tender due date and should reach by **11:00 AM on or before 13.07.2020** at vendor complex, besides administrative building, BHEL Ramachandrapuram. Techno-Commercial bid will be opened at 1.30 PM on 13.07.2020, and if any further information, may be obtained from the office

SI No	DETAILED TERMS AND CONDITIONS	VENDOR's RESPONSE (YES/NO)	DEVIATIONS /COMMENTS
1	<u>Bid Submission procedure :</u> The enquiry is in two part bid system and Two part bid consisting of i) Techno-commercial Bid - (Part-I) , with all technical specification & scope including bill of material etc., EMD (where applicable), PQC documents and unpriced bid with all applicable Commercial Terms and Conditions, agency commission, duties, taxes and other charges except the price, super scribing enquiry No. (Techno-Commercial Bid) and due date AND ii) Price Bid (Part-II) , containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed		

	cover superscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover superscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supercede any terms and conditions specified otherwise in price bid Techno-commercial Bid will be opened on the assigned date and price bids of only techno commercially acceptable bidders shall be opened with advance intimation. In case BHEL opts for Reverse Auction, the date of conducting RA will be intimated separately to all the acceptable bidders." The Bidders whose bids are techno commercially not accepted will be informed & EMD (Earnest Money Deposit) shall be returned wherever submitted.		
2	<u>The AMC scope of Hiring of Plain paper copier Machine:</u> Minimum of two resident service Engineers are to be posted to attend the following activities: • Identifying the hardware and software problems. • Troubleshooting and successful resolution of the Problems in PCs. • Hiring services of plain paper copier machines shall cover services, repairs and necessary replacements to keep the equipment in good working.		
3	Printer Memory/Hard-disk, if any, will not be returned to Bidder due to data security reasons.		
4	Terms of Delivery : Goods (Plain paper copier machines) shall be delivered on FOR Destination basis i.e. FOR-BHEL R.C. Puram. No other term of delivery is acceptable.		
5	Delivery schedule : The tendered goods shall be delivered within 30 days from the date of awardal of the contract.		
6	Pricing terms: - 1. Payment of rent will be for a total number of 520000 copies (i.e. 65 Machines * 8000 copies/Machine) {For all machines put together per month} and any extra utilization of the machines, as a whole will be paid accordingly to rates quoted. The average will be for the utilization of the entire machines not individual machine. 2. The rental charges to be quoted by the supplier should be firm throughout the contract period (2-Years) and shall include all costs to the supplier including the cost of Two service Engineers etc. and same should be quoted in the price bid.		
7	Period of rental contract :		

	The rental contract period shall be two years from the date of awardal of the contract. BHEL reserves the right to extend the contract for three months on the same rental charges, terms and conditions.		
8	Offer validity : Unless otherwise specified ,the offer shall be valid for a period of 90 days from the date of opening of technical – commercial bid(part-I)		
9	Penalty for delay in delivery : In the event of delay in supply of goods, penalty of 0.5% per week or part there of shall be levied on the undelivered portion subject to a maximum of 10% of the order value." Penalty amount so determined along with applicable GST there on shall be recovered.		
10	EMD Amount (Earnest money deposit): An EMD amount of Rs. 90,000.00 is to be paid by each supplier in the form of D.D(Demand draft) and it is to be drawn in favour of “Bharat heavy Electricals Limited R .C. Puram ,Hyderabad.”. It is mandatorily to be enclosed along with techno-commercial bid (part-I) else offer is liable for rejection. * Tenders received without EMD as specified above shall be rejected. If EMD accompanies price bid, such bids shall not be considered and will be rejected. If EMD is not in line with amount called for, the EMD as well as the quotations will be returned and unopened to the tenderers. *EMD Shall not carry any interest *EMD given by all unsuccessful tenderers shall be refunded normally within 15 days of acceptance of award of work by the successful tenderer. *Successful bidder’s EMD will be retained by the BHEL till end of the contract. EMD of unsuccessful bidders shall be returned promptly upon award of Contract and EMD of successful bidder will be returned upon the bidder’s accepting the contract and furnishing the requisite security deposit. The EMD shall be forfeited by the BHEL in the following cases:- 1. After opening of the tender, the tenderer revokes his tender within the validity period or increase his earlier quoted rates. 2. The tenderer doesn’t commence the work within the period as per LOI/contract. In case the LOI/Contract is silent on this regard then within 15 days after award of contract		
11	SECURITY DEPOSIT 3.3.1 Upon acceptance of his tender bid, the successful tenderer must deposit Security Deposit within the time specified in the letter of intent. Security Deposit should be		

	collected from the successful tenderer. The rate of Security Deposit will be as below: Security Deposit means the security provided by the Contractor towards fulfilment of any obligations in terms of the provisions of the contract. The total amount of Security Deposit will be 5% of the Total contract value. EMD of the successful tenderer shall be converted and adjusted towards the required amount of Security Deposit. 3.3.2 The successful tenderer on receipt of letter of intent can convey his acceptance in writing for conversion of EMD into security deposit.		
12	Payment terms: 100% payment along with taxes shall be made on monthly basis within 45 days of invoice date. Important note: 1) No advance payment is acceptable. The offer is liable to be rejected in case advance payment is insisted. . 2) Deviated Payment Terms:- In case BHEL considers any deviation in payment terms, the bids shall be loaded with 18% interest per annum.”		
13	<u>Resident Engineers:</u> Bidder need to place minimum Two Resident Service Engineers in BHEL campus for the items listed in Annexure-I for this Hiring Contract of Plain paper copier machines. The problems shall be resolved within a maximum period of 48 Hours. BHEL will not provide any boarding and or lodging facilities to service engineers. Office space will be provided to Bidder for holding essential spares. Minimum Wages Act 1948 for Service Engineer shall be adhered by the Bidder. Background verification is to be done for all the resident engineers and bidder shall give declaration for the same. Bio-data of all resident engineers shall be submitted for verification.		
14	<u>Maintenance Support timing:</u> Maintenance support shall be available on-site between 8AM to 4.30 PM during all working days of BHEL, R.C. Puram. However, any other shift timing proposed by BHEL from time to time for any or all resident engineers shall be adhered by the Bidder. • Emergency service calls on all other times including Sundays and Holidays.		

15	<u>Monitoring and Complaints redressal:</u> Complaints Monitoring system available at BHEL intranet homepage shall be used for monitoring and redressal of all complaints during the Hiring Contract period. However, complaint received through E-mail, telephone and Helpdesk also shall be addressed.		
16	<u>Risk Purchase Clause:</u> In the event of un-satisfactory performance of the machine or service engineer, the rental contract shall be terminated without any prior notice to the supplier and alternate action shall be initiated by BHEL .The additional expenditure incurred by BHEL towards the above shall be recovered from the bills of defaulted supplier. Non acceptance of Risk Purchase clause by the supplier, leads to disqualification from the tender		
17	<u>Scope of supply:</u> Rental contract is inclusive of supply of 2019 OR later Manufactured Machines, installation of new machines at BHEL premises, installation of requisite drivers & softwares in all the PCs of BHEL, R C Puram connected to the Machines through LAN Network for printing & scanning , regular maintenance of the machine for its up keep for normal functioning, continuous free supply of toner as per clause no.13 ,consumables and spare parts and other body parts and posting of TWO service engineers as per clause no.14 BHEL shall provide the place where they are to be installed, power source, operator and Paper.		
18	<u>Supply of Toner, cleaning blade and heating elements and other parts :</u> Supply of toner is at free of cost during the entire period of rental contract is a prime responsibility of the supplier. The supplier should see that at any point of time at least 10 units of each of below shall be maintained. 1. Toner (Each unit 400 -500 grams) 2.Cleaning Blade 3.Heating Element 4.Rollers and feeders		
19	<u>Posting of Service Engineer:</u> Two service engineer is to be exclusively posted in BHEL for attending to service calls by user departments in BHEL. The Service engineers should have minimum 2 years experience in the same field and experience certificate to be submitted along with technical bid. Vendor shall ensure the availability of Service Engineers on all the Working Days of BHEL. The service engineer should follow the BHEL working timings i.e. 8:00 AM to 16:30 PM . PVC, BONUS & ORC is not applicable in this contract.		

20	Insurance : The supplier is responsible for all the risks of the machine supplied by them and they should take proper insurance cover for the same during the entire period of the contract, since the ownership of the machines rests with the supplier.		
21	Break down : 1) Each break down call should be attended by the supplier within 3 hours from the time of registering the complaint else proportionate charges (0.5% per week on monthly bill per machine) will be recovered from the running bills. 2) If number of break downs exceeds four times in a month, the machine shall be replaced with a brand new machine of same type within a week.		
22	Quality of copying : The print quality of each copy should be as good as the standard provided by the manufacturer of the machine and it is the sole responsibility of the supplier to ensure the above.		
23	Capacity of the machine : Each tenderer should declare before hand the capacity of the machine in terms of number of copies during the active life of the machine. In case the actual number of copies exceeds at any time against any machine during the course of the contract, the machine shall be replaced with a brand new machine of the same type, without affecting the contractual obligation.		
24	Training : The supplier should provide training for TWO operators (BHEL operators) at free of cost at the time of installation of each machine.		
25	Rental contract: The rental contract should be between BHEL and supplier only. No third party /Financier shall be entertained by BHEL. No third party lean is entertained on the machine.		
26	Tender finalization : Tender will be finalized on the basis of lowest cost to BHEL and rental contract for plain paper copier machines will be entered with L1 vendor only.		
27	Taxes: 1. The bidder shall arrange to send to BHEL, Hyderabad along with all the required documents as in Purchase Order, Tax Invoice (Original for Recipient) along with his bills. 2. IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in % 3. Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra		

	state movement Supply of goods and services or both. 4. Taxes prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. 5. Payment to the vendor is contingent upon Vendor complying with GST provisions and availment of Input Tax Credit by BHEL before the date of payment. 6. In case GST credit is delayed/ denied to BHEL, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, or any other reason not attributable to BHEL, GST amount shall be recoverable from Vendor along with interest levied/ leviable on BHEL. 7. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable. 8. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN: 36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO. 9. The agency should quote the applicable taxes in the technical bid (part-I) as well as in price bid (part-II). 10. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL. 11. Any GST liability arising on BHEL under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable. 12. The Prices quoted above must be exclusive of GST& date 13. SAC & HSN codes to be indicated. HSN code of photo copier machine to be indicated. 14. GST, which will be payable extra as per applicable rules and subject to submission of documentary evidence. HSN/SAC Code:----- & Tax Rate-----		
28	Reverse auction : BHEL reserves the right to decide the tender through Reverse Auction (RA) route. Bidders are requested to go through RA guidelines (which are attached) and confirm acceptance of the same. Otherwise the offer is liable for rejection. BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or		

	by opening price bids. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them. Non acceptance of reverse auction by the supplier, leads to disqualification from the tender.		
29	Packing: 1. Name of the vendor and date of manufacture 2. Lot number and machine serial number 3. Weight and size of the machine 4. Description and minimum spares list 5. Operation manual and service log book 6. BIS mark		
30	Status of Supplier: Rental contract directly from the manufacturers or authorized dealer of OEMs shall be preferred. If dealer of OEM participates, they have to produce dealership certificate and authorization letter from the OEM. These documents to be submitted along with technical bid.		
31	Model and Make: Vendor should quote for single make and one model only.		
32	Price negotiation : BHEL reserves the right to negotiate with L1 tenderer in case the L1 price is unreasonable.		
33	Pre-Qualification criteria :- I) The vendor should submit the Particulars of experience for the works executed of similar nature during not older than 7 years (Completion and experience certificate of the works to be enclosed) to consider their offer, i.e either of the following: a) Three similar completed works each costing not less than the amount Rs. 17.15 Lacs. OR b) Two similar completed works each costing not less than the amount Rs. 21.43 Lacs OR c) One similar completed work costing not less than the amount Rs. 34.30 Lacs. II) Vendor should have a minimum average annual turnover of Rs. 13.00 lacs for last three financial years (2016-17, 2017-18 & 2018-19) and should submit audited balance sheet and Profit & Loss Account Sheet of these years. III) GST Registration No to be furnished along with offer.		

	All above documents to be submitted along with Techno-commercial bid (Part-1) else offer is liable for rejection. IV) SIMILAR WORK : Vendor should have experience in similar contract i.e. supply and hiring of Plain Paper Copier Machines.		
34	FORCE MAJEURE: The following shall amount to force majeure conditions: Acts of God, Act of any Government, war, sabotage, riots, civil commotion, Police action, revolution, flood, fire cyclone, earthquake, epidemic and other similar causes over which the vendor has no control .If the vendor suffers delay in the due execution of the contract, due to delays caused by force majeure conditions, as defined above, the agreed time of completion of the work covered by this contract may be extended by a reasonable period of time in consultation and after agreement of BHEL's clients/owner, provided that on the occurrence of any such contingency, the Vendor immediately reports to BHEL in writing the causes of delay. The Vendor shall not be eligible for any compensation on this account.		
35	Arbitration : All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled accordance with the provision of the Arbitration and conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the unit, BHEL Hyderabad. The award of the arbitrator shall be final and binding on both the parties. The venue of the arbitration shall be Hyderabad in India. The award given by the Arbitrator shall be a speaking award and in English language. All questions,disputes,deffernces arising under, out of or in connection with this contract shall be exclusive jurisdiction of Sangareddy/Hyderabad courts, Telangana		
36	Applicable Laws and Jurisdiction of courts : The Contract shall be governed by the Law for the time being enforced in the Republic of India. The Civil Court at Sangareddy /Hyderabad having ordinary Original Civil Jurisdiction shall alone have exclusive jurisdiction in regard to all claims in respect of this contract.		
37	Maintaining of Log books: The supplier who bags the contract shall maintain the Log book for each machine.		
38	NEFT details: Supplier shall submit the NEFT details as per attached document and shall be submitted along with technical bid (part-1)		
39	Other terms and conditions:		

	1. Any condition other than above will not be entertained by BHEL		
	2.Tender will be finalized on lowest cost to BHEL basis including the taxes and duties		
	3. No payment other than rental charges as above shall be paid by BHEL		
	4. Additional quantity, if any required shall be supplied for the same price and terms and conditions during the rental contract period. BHEL reserves right to cancel/modify the Tender at any point of the Tendering process.		
40	Termination/Cancellation Clause: BHEL reserves to Cancel the Contract/Tender fully or partially by giving 15 days notice with or without assigning any reasons without any Financial consideration/implication.		
41	Reverse Auction: BHEL intends to Finalize the Tender through Reverse Auction. Please furnish the details as requested below along with the confirmation to RA. BHEL reserves the right to decide the tender through Reverse Auction (RA) route. BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or by opening price bids. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them. BHEL reserves right to reject the offers not accepting for RA. A) Name of the Representative participating in the RA: B) Address of the Company: C) Landline No.: D) Fax No.: E) Mobile No.: F) E-Mail ID:		

Signature of the tenderer along with the Stamp

NEFT FORM

To All Concerned,

In order to improve the payments and settlement systems in India, Reserve Bank of India had introduced electronic payment system viz., National Electronic Funds Transfer (NEFT). This facilitates crediting the due amount to payees bank account directly. Whenever payments are made through e-mode, the details are being sent promptly to the payee's E-mail Id (if any) and also by post. Further, issue of cheques is being stopped in view of the instructions from Central Vigilance Commission. To avail this free privilege, please send the Annexure duly filled in immediately with bank authorisation or alongwith cancelled cheque leaf indicating IFSC.

Hyderabad
31-Mar-08

Sr. DGM/Fin
BHEL Hyd 5020032

[Vendors to furnish this mandate on their Letter Head. (Retd) Employees to furnish address below signature] Annexure
Ref No:

To
Dy. Manager/Finance-CM
Bharat Heavy Electricals Limited
Ramachandrapuram
Hyderabad 032
Dear Sir,

Date:

Sub: Details for National Electronic Fund Transfer

We request and authorize you to effect payment through NEFT to our Bank account, subject to RBI Guidelines, as per the details given below

A. Sup code (As per PO/SCO) / Staffno	:
B. Beneficiary (Name as per PO/SCO)	:
C. PAN of Beneficiary	:
D. TIN of Beneficiary	:
E. e-mail address of Beneficiary	:
F. City (of Beneficiary)	:
G. Bank Name	:
H. Branch (of Bank)	:
I. A/c Number	:
J. A/c type (Savings or Current)	:
K. MICR Code of the branch (9 digit)	:
L. IFSC for NEFT (11 char)	:
M. IFSC for RTGS (If different from L)	:

Thanking you,

Signature (with Seal)
Name
Address (if [Retd] Employee)

Certified that the particulars furnished above are correct as per our records

Date

(Signature of authorized official of bank)

Bank Stamp

Annexure-I

Certificate by Chartered Accountant on letter head

This is to Certify that
M/s.....
(hereinafter referred to as 'company') having its registered office at
..... is registered under MSMED Act 2006, (Entrepreneur
Memorandum No (Part-II)dtd:
..... Category: (Micro/Small). (Copy enclosed)

Further verified from the Books of Accounts that the investment of the company as on date
..... as per MSMED Act 2006 is as follows:

1. **For manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale industries via its notification No. S.O. 1722 (E) dated October 5, 2006 :)
Rs.Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act.2006.)
Rs..... Lacs

The above investment of Rs..... Lacs is within permissible limit of
Rs..... Lacs for Micro/ Small (strike off which is not
applicable)
Category under MSMED Act 2006.

Date:

(Signature)

Name:

Membership number:

Seal of Chartered Accountant