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TENDER SPECIFICATION

TENDER NO. BHEL/ NR/ SCT/ PHOTOCOPY SERVICE / 931

FOR

“RATE CONTRACT FOR PHOTOCOPY AND RELATED SERVICE.”

PART I – TECHNICAL BID



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)



**ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract Deptt.**

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
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TENDER NO. BHEL/ NR/ SCT/ PHOTOCOPY SERVICE / 931

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

Rev 01
1st Jun
2012

NOTICE INVITING TENDER

(Document No PS:MSX:NIT)

Bharat Heavy Electricals Limited



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NOTICE INVITING TENDER (NIT)

NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES OR PURCHASE TENDERS FROM THIS OFFICE ALSO

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To

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL/NR/SCT/PHOTOCOPY SERVICE / 931
ii	Broad Scope of job	Rate contract for photocopy and related service.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc</i> Applicable
b	Volume-IB	<i>Special Conditions of Contract (SCC)</i> Not Applicable
c	Volume-IC	<i>General Conditions of Contract (GCC)</i> Not Applicable
d	Volume-ID	<i>Forms and Procedures</i> Not Applicable
e	Volume-II	<i>Price Schedule (Absolute value).</i> Applicable
iv	Issue of Tender Documents	1. Sale from BHEL PS Regional office at : Start: 24.09.2013, Time: 09:00 Hrs. Closes: 15.10.2013, Time : 12:00 Hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission Applicable/ Not applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 15.10.2013, Time: 1500 Hrs. Place : Noida (UP) Applicable
vi	OPENING OF TENDER	Date : 15.10.2013, <i>(Within 2 hours of the latest due date and time of offer submission).</i> Notes: <i>(1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get</i> Applicable

		<i>extended to the next working day. (2) Bidder may depute representative to witness the opening of tender</i>	
vii	EMD AMOUNT	Rs.40,000/-	Applicable
viii	COST OF TENDER	Rs 2000/-.	Applicable/Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 03.10.2013 <i>Along with soft version also, addressing to undersigned & to others as per contact address given below</i>	Applicable/Not Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)	<i>Date :</i>	Applicable/Not applicable.
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Applicable/Not Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications →View Corrigendums) and not in the newspapers . Bidders to keep themselves updated with all such information	

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped on each page, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid, shall not be entertained.**
- 3.0 Unless specifically stated otherwise, bidder shall remit cost of tender and courier charges if applicable, in the form of Demand Draft drawn in favour of Bharat Heavy Electricals Ltd, payable at Power Sector Regional HQ at Noida issuing the Tender, along with techno-commercial offer. Bidder may also choose to deposit the Tender document cost by cash at the Cash Office as stated above against sl no iv of 1, on any working day; and in such case copy of Cash receipt is to be enclosed with the Techno Commercial offer. Sale of tender Documents shall not take place on National Holidays, holidays declared by Central or State Governments and BHEL PS HQ at Noida, Sundays and second/ last Saturdays
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD through Demand Draft/Pay Order in favour of Bharat Heavy Electricals Ltd, payable at Noida. For other details and for 'One Time EMD' please refer General Conditions of Contract.
- 5.0 **Procedure for Submission of Tenders:** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:
- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD/COST of TENDER)' in two separate sealed and superscribed envelopes (ENVELOPE-I & ENVELOPE-II)
 - PART-II (Price Bid) – in sealed and superscribed envelope (ENVELOPE-III)
 - One set of tender documents shall be retained by the bidder for their reference
- 6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped)**

Sl no	Description	Remarks
	Part-I A	
	<u>ENVELOPE – I superscribed as :</u> PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	
i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. <u>Note:</u> <ol style="list-style-type: none"> In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ol style="list-style-type: none"> In case of acceptance of the deviations, appropriate loading shall be done by BHEL In case of unacceptable deviations, BHEL reserves the right to reject the tender 	
iii.	Supporting documents/ annexure/ schedules/ drawing etc as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi.	Duly filled-in annexures, formats etc as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	<u>ENVELOPE – II superscribed as:</u> PART-I (EMD/COST of TENDER) TENDER NO : NAME OF WORK :	

	PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:-	
i.	1. Earnest Money Deposit (EMD) in the form as indicated in this Tender OR Documentary evidence for 'One Time EMD' with the Power Sector Region of BHEL floating the Tender 2. Cost of Tender (Demand Draft or copy of Cash Receipt as the case may be)	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	ENVELOPE-III superscribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:	
	CONTAINING THE FOLLOWING:	
i	<ul style="list-style-type: none"> ○ Envelopes I ○ Envelopes II ○ Envelopes III 	

SPECIAL NOTE : All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 Assessment of Capacity of Bidders: NOT APPLICABLE

~~Bidders capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:~~

- I. ~~LOAD: Load takes into consideration ALL the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The 'Load' is the sum of the unit wise identified packages (refer Table 1) for contracts with BHEL Regions. The cut off month for reckoning 'Load' shall be the month, two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if latest bid submission is in Aug 2011, then the 'load' shall be calculated upto and inclusive of June 2011)~~

- i). ~~Total number of Packages~~

~~Total number of Packages in hand = P~~

~~Where~~

- ~~• 'P' is the sum of all unit wise identified packages under execution with BHEL Regions as of the cut off month defined above, including packages yet to be commenced, excepting packages which are on HOLD due to reasons not attributable to Bidder..~~

- II. ~~PERFORMANCE: Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all the Power Sector Regions of BHEL) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the month two (2) months preceding the month corresponding to the 'latest date of bid submission', in the following manner:~~

~~(Note: For example if 'latest date of bid submission' is in Aug 2011, then the 'performance' shall be assessed for a 6 month period upto and inclusive of June 2011, for all the unit wise identified packages (refer Table I)~~

- i). ~~Calculation of Overall 'Performance Rating' for 'similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':~~

~~This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:~~

- a) ~~$P_1, P_2, P_3, P_4, P_5, \dots, P_N$ etc be the packages (under execution/ executed during the 'Period of Assessment' in all Regions) SIMILAR to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions = P_T (ie $P_T = P_1 + P_2 + P_3 + P_4 + \dots + P_N$)~~

- b) ~~Number of Months ' T_1 ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding similar package P_1 . Similarly T_2 for package P_2 , T_3 for package P_3 , etc for the tendered scope. Now calculate cumulative total months ' T_T ' for total similar Packages ' P_T ' for all Regions (i.e $T_T = T_1 + T_2 + T_3 + T_4 + \dots + T_N$)~~

- c) ~~Sum ' S_1 ' of 'Monthly Performance Evaluation' Scores ($S_{1.1}, S_{1.2}, S_{1.3}, S_{1.4}, S_{1.5}, \dots, S_{1.N}$) for similar package P_1 , for the 'period of assessment' ' T_1 ' (i.e $S_1 = S_{1.1} + S_{1.2} + S_{1.3} + S_{1.4} + S_{1.5} + \dots + S_{1.N}$). Similarly S_2 for package P_2 for period T_2 , S_3 for package P_3 for period T_3 , etc for the tendered scope for all Regions. Now calculate cumulative sum ' S_T ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' P_T ' for all Regions (i.e ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots + S_N$)~~

- d) ~~Overall Performance Rating ' R_{BHEL} ' for the similar Package/Packages (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL):~~

~~Aggregate of Performance scores for all similar packages in all the Regions~~

~~=~~

~~-~~

~~Aggregate of months for each of the similar package for which performance should have been evaluated in all the Regions~~

~~S_T~~

~~=~~

~~T_T~~

e) ~~Bidders to note that the risk of non evaluation or non availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder~~

f) ~~Table showing methodology for calculating 'a', 'b' and 'c' above~~

Sl no	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	P_1	P_2	P_3	P_4	P_5	...	P_N	Total No of similar packages for all Regions = P_T ie Sum (Σ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment for corresponding similar Package' (as in row 1)	T_1	T_2	T_3	T_4	T_5	...	T_N	Sum (Σ) of columns (iii) to (ix) = T_T
3	Monthly performance scores for the corresponding period (as in Row 2)	S_{1-1T} S_{1-2T} S_{1-3T} S_{1-4T} ... S_{1-T1}	S_{2-1T} S_{2-2T} S_{2-3T} S_{2-4T} ... S_{2-T2}	S_{3-1T} S_{3-2T} S_{3-3T} S_{3-4T} ... S_{3-T3}	S_{4-1T} S_{4-2T} S_{4-3T} S_{4-4T} ... S_{4-T4}	S_{5-1T} S_{5-2T} S_{5-3T} S_{5-4T} ... S_{5-T5}	S_{N-1T} S_{N-2T} S_{N-3T} S_{N-4T} ... S_{N-TN}	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S_1	S_2	S_3	S_4	S_5	...	S_N	Sum (Σ) of columns (iii) to (ix) = S_T

ii) ~~Calculation of Overall 'Performance Rating' (R_{BHEL}) in case 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':~~

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' R_{BHEL} ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- Period of Assessment.
- 12 months preceding the cut-off month
- 24 months preceding the cut-off month
- 36 months preceding the cut-off month

In case, R_{BHEL} cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'

iii) Factor "L" assigned based on Overall Performance Rating (R_{BHEL}) at Power Sector Regions.:

Sl no	Overall Performance Rating (R_{BHEL})	Corresponding value of 'L'
1	≤ 60	NA
2	$> 60 \text{ and } \leq 65$	0.4
3	$> 65 \text{ and } \leq 70$	0.35
4	$> 70 \text{ and } \leq 75$	0.25
5	$> 75 \text{ and } \leq 80$	0.2
6	≥ 80	NA

III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages $P_{Max} = (R_{BHEL} - 60)$ divided by corresponding value of 'L'
i.e. $(R_{BHEL} - 60)/L$

Note:

- In case the value of P_{Max} results in a fraction, the value of P_{Max} is to be rounded off to next whole number
- For $R_{BHEL} = 60$, $P_{Max} = '1'$
- For $R_{BHEL} \geq 80$, there will be no upper limit on P_{Max}

The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if $P \leq P_{Max}$
(where P is calculated as per clause 9.1)

IV. Explanatory note:

- Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or CI, etc at the individual level irrespective of rating of Plant, and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, CI, Civil, Structure, etc is considered individual level of package. For example in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e the 'identified packages as per Table 1 below), the 'PERFORMANCE' part against sl no II above, needs to be evaluated considering all the identified packages (ie Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above
- Identified Packages (Unit wise)

Table-1

Civil	Electrical & CI	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). CI iii). Others (Elec & CI)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). LP Piping iv). ESP v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Handling x). Material Management

			xi). Material Handling & Material Management xii). Others (Mechanical)
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~~c) Bidders who have not been evaluated for at least six package months in the last 36 months in the online BHEL system for contractor performance evaluation in BHEL PS Regions, wef July'2010 shall be considered "NEW VENDOR".~~

~~A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions~~

~~A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.~~

~~The "FIRST TIMER" tag shall remain till execution of work for a period of not less than 09 months, from the commencement of work of first package~~

~~A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.~~

~~After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Capacity Evaluation of Bidders'.~~

~~d) In the unlikely event of all bidders shortlisted against Technical and Financial Qualification criteria not meeting the criteria on 'Assessment of Capacity of Bidders' detailed above, OR leads to a single tender response on applying the criteria of 'Assessment of Capacity of Bidders' or due to non-approval by Customer, then BHEL at its discretion reserves the right to consider the further processing of the Tender based on the **Overall Performance Rating 'R_{BHEL}'** only, starting from the upper band.~~

~~e) 'Under execution' shall mean works in progress as per the following:~~

~~i. up to Boiler Steam Blowing in case of Steam Generator and Auxiliaries~~

~~ii. upto Synchronisation in case of all other works excepting sl no (i) and (iii)~~

~~iii. Upto execution of at least 90% of anticipated contract value in case of Civil & Structures (unit wise), Enabling works and upto 90% of material unloading (in tonnage) as per the original contract in case of MM Package.~~

~~Note : BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (i), (ii) and (iii) above, depending upon the balance scope of work to be completed.~~

~~f) Performance evaluation in CL 9 above is applicable to Prime bidder and consortium partner (or Technical tie up partner) for their respective scope of work.~~

10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.

- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 ~~Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), if applicable, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. The names and other details of Independent External Monitor (IEM) for the subject tender is as given at point (1) above.~~
- 16.0 The Bidder has to satisfy the Pre Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorised representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL reserves the right to decide the successful bidder on the basis of Reverse Auction process. In such case all qualified bidders will be intimated regarding procedure/ modality for Reverse Auction process prior to Reverse Auction and price will be decided as per the rules for Reverse Auction.
- However, if reverse auction process is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the sealed 'PRICE BIDS' will be opened for deciding the successful bidder. BHEL's decision in this regard will be final and binding on bidder.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.

23.0 Consortium Bidding (or Technical Tie up) shall be allowed only if specified in Pre Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:

23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement with a validity period of six months initially. In case the consortium is awarded the contract, then the Consortium Agreement between the Prime Bidder and Consortium Partner or partners shall be extended till contractual completion period including extension periods if any applicable.

23.2 ~~'Stand alone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding.~~ Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non compliance, consortium bids of such Prime bidders will be rejected.

23.3 Number of partners for a consortium Bidding (or Technical Tie up) shall be as specified in the PQR

23.4 Prime Bidder shall be as specified in the Pre Qualification Requirement, else the bidder who has the major share of work

23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0

23.6 Prime Bidder shall comply with additional 'Technical' criteria of PQR as defined in 'Explanatory Notes for the PQR'

23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified

23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.

23.9 Prime Bidder shall be responsible for the overall execution of the contract

23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats

23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.

23.12 In case the prime Bidder withdraws, the whole contract shall be considered cancelled and short closed.

23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of two similar works with the same consortium partner or partners under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'stand alone' bidder for similar works, subject to certification from BHEL about the active involvement of the Prime Bidder for satisfactory execution of the works.

23.14 The consortium partner shall submit SD equivalent to 2% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the prime Bidder for the total contract value.

23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also

- 24.0 The bidder shall submit documents in support of possession of 'Qualifying Requirements' duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 Order of Precedence
In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:
- a. Amendments/Clarifications/Corrigenda/Errata etc issued in respect of the tender documents by BHEL
 - b. Notice Inviting Tender (NIT)
 - c. Price Bid
 - d. Special Conditions of Contract (SCC) —Volume-I
 - e. Forms and Procedures —ANNEXURES

for BHARAT HEAVY ELECTRICALS LTD

(SCT)

Enclosure

01. Annexure-1: Pre Qualifying criteria.
02. Annexure-2: Check List.
- 03 Other Tender documents as per this NIT.

ANNEXURE - 1**PRE QUALIFYING REQUIREMENTS**

JOB	Rate contract for photocopy and related service.
TENDER NO	BHEL/NR/SCT/PHOTOCOPY SERVICE / 931

SL. NO.	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document
A	Submission of Integrity Pact duly signed (if applicable)	Not Applicable	
B	Assessment of Capacity of Bidder to execute the work as per SL No. 9.0 of NIT (if applicable)	Not Applicable	
C	Technical Bidder who wish to participate should have executed during last seven years as on date of technical bid opening, photocopying works as follows: (i) One Single Contract with executed value of Rs. 10 Lacs or above within a continuous span of two years. "OR" (ii) Two Contracts with executed value of Rs.6.25 Lacs or above against each contract within a continuous span of two years. "OR" (iii) Three Contracts with executed value of Rs. 5 Lacs or above against each contract within a continuous span of two years.	Applicable	
D	Financial TURNOVER (i) Tenderer should have an average annual turnover minimum of Rs 3.75 Lacs (Rs. Three Lacs and Seventy Five Thousand only) based on the accounts of last three Financial Years (2009-2010, 2010-2011, 2011-2012). Bidders shall submit annual accounts (balance sheets and profit & loss account) in support of this. (ii) Net worth: Net worth of the bidders	Applicable	

(iii)	<p>based on the latest accounts as furnished for D (i) above should be positive.</p> <p>Profit: Bidder must have earned cash profit in any one of three financial years as applicable in the last three years defined in D (i) above based on latest accounts.</p> <p>(Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.)</p>		
	<p><u>Explanatory Notes for QR:-</u></p> <ol style="list-style-type: none"> 1. For QR C(i), C(ii) & C(iii) above the word 'Executed 'means the bidder should have achieved the criteria, specified in the QR, even if the total contract has not been completed or closed. 2. If the Qualifying work is executed in the last seven years period, as specified above, even if it has been started earlier, the same will also be considered meeting the qualifying requirements. 		

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

ANNEXURE - 2**CHECK LIST****NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name : Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date : Bank : Amount: Please tick (<input checked="" type="checkbox"/>) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR 90 DAYS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable/Not Applicable	YES/NO
8	Copy of PAN Card	Applicable/Not Applicable	YES/NO
9	Whether all pages of the Tender documents including annexures, appendices etc are read understood and signed	Applicable/Not Applicable	YES/NO
10	Integrity Pact	Applicable/Not Applicable	YES/NO
11	Declaration by Authorised Signatory	Applicable/Not Applicable	YES/NO
12	No Deviation Certificate	Applicable/Not Applicable	YES/NO
13	Declaration confirming knowledge about Site Conditions	Applicable/Not Applicable	YES/NO
14	Declaration for relation in BHEL	Applicable/Not Applicable	YES/NO
15	Non Disclosure Certificate	Applicable/Not Applicable	YES/NO
16	Bank Account Details for E-Payment	Applicable/Not Applicable	YES/NO
17	Capacity Evaluation of Bidder for current Tender	Applicable/Not Applicable	YES/NO

18	Tie Ups/Consortium Agreement are submitted as per format	Applicable/Not Applicable	YES/NO
19	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable/Not Applicable	YES/NO
20	Analysis of Unit rates	Applicable/Not Applicable	YES/NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :
SIGNATORY

AUTHORISED

TENDER SPECIFICATION

TENDER NO. BHEL/NR/SCT/PHOTOCOPY SERVICE / 931

FOR

"Rate contract for photocopy and related service."

PART I – TECHNICAL BID



**Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301.INDIA**



ISO 9001, ISO 14001,
OHSAS 18001 & SA 8000
certified company
SubContract Deptt.

Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar, NOIDA – 201 301(INDIA)
Phone: 0091-0120- 2416273 / 2416296
Fax 091-0120-2416528
Email: prashant@bhelsnr.co.in / swapan @bhelsnr.co.in

TENDER NO. BHEL/NR/SCT/PHOTOCOPY SERVICE / 931

IMPORTANT NOTE

PURCHASER OF THIS TENDER DOCUMENT IS ADVISED TO CHECK AND ENSURE COMPLETION OF ALL PAGES OF TENDER DOCUMENT AND REPORT ANY DISCREPANCY TIMELY FOR CORRECTIVE ACTION, IF ANY, TO THE ISSUING AUTHORITY BEFORE THE BIDS ARE SUBMITTED. ORIGINAL COPY OF TENDER DOCUMENT COMPLETE IN ALL RESPECTS MUST BE SUBMITTED BACK AS PART OF THE BID WITHOUT WHICH THE SAME IS LIABLE TO BE REJECTED BY BHEL.

THIS TENDER SPECIFICATION ISSUED TO:

M/S-----

INDEX

Sl. No.	CONTENTS	PAGE
1	Technical specifications & special condition of contract	04-15
2	Annexure-I--Certificate Of Declaration For Confirming The Knowledge Of Site Conditions	16
3	Annexure-II--Non Disclosure Agreement	17
4	Annexure-III-- Format For E-Payment Details	18
5	Annexure-IV--- Format Of Undertaking	19
6	Annexure-V--- Unpriced Rate Schedule	20-21

Technical specifications & special conditions of contract

1.0 SCOPE OF WORK.

- I. Vendor will be required to install three digital photo copy machines of Canon or Xerox or Rico make and model not older than Jan 2013 as per details given below:-
 - i) One photocopier machine having facility for printing, Scanning & Copying. Its capacity must have 80 copies per minute or above.
 - ii) One photocopier machine having facility for printing, Scanning & Copying with a capacity of at least 50 copies per minute or above.
 - iii) One photocopier machine will be installed having capacity of 30 copies per minute or above.
- II. The space & Power (220-240V 50HZ AC) supply will be provided free of charge by BHEL for installation and functioning of three copier machines.
- III. Repair and Maintenance of above machines along with machine spares will be the sole responsibility of the vendor.
- IV. Insurance & other miscellaneous charges will be borne by the vendor.
- V. The rate should be inclusive of photocopying papers, consumables required for the job (toner, binding materials, lamination sheets, color papers, transparent sheets etc), operators and collection & delivery (Including set making) of materials to be photocopied/scanned. Collection and delivery to be made minimum three times a day.
- VI. Black ink to be used for normal photocopying jobs.
- VII. The rates quoted shall be all inclusive basis, payable for actual quantities executed. Neither any wastage allowances nor any monthly idling rate will be payable. Rates shall be FIRM for the entire period of contract and no upwards revision will be allowed.
- VIII. Vendor will not be allowed to carry out any photocopy job for other customers on machines installed by them in BHEL premises.
- IX. Photocopy services shall be made available from 9.00 A.M. to 6.30 P.M. on all working days. In case of exigencies of work, photocopy services may have to be provided even after office hours and on holidays for which no extra charges shall be payable.
- X. Vendor shall not have any right or claim on the premises provided for installation of the machines.
- XI. Vendor shall indemnify BHEL against any loss, damage, injury etc. to their machines and equipments installed or the manpower deployed in BHEL, for the entire period of the contract.
- XII. Papers to be used for photocopying work shall be of branded quality (JK/ Modi/Century, 75 GSM only). No other quality paper can be used for photocopying purpose.
- XIII. Vendor shall have to install one computer for scanning job and no charges shall be payable for this. The scanned document shall be delivered in soft form in CD/ pen drive etc. provided by BHEL.
- XIV. **CONSIDERING NATURE OF THE JOB, NO PERFORMANCE GUARANTEE SHALL BE APPLICABLE FOR THIS WORK.**

2.0 TERMS OF PAYMENT

100% payment against each Item of Rate Schedule shall be released within 30 days after receipt of bills on monthly basis complete in all respect with all documents against this contract. Service tax shall be paid on submission of documentary proof as per actual. The bills and relevant documents shall be submitted to **BHEL-PSNR-Admin Deptt.** for payment.

3.0 RATE SCHEDULE:

- 3.1 Contractor shall fully understand description and scope of work before quoting. The scope of work and responsibility of the contractor as mentioned under these specifications shall be covered within the quoted / finally accepted rates. Price is to be quoted as per rate schedule in Price Bid-part II.
- 3.2. The tenderer shall quote the prices in part II price bid only.

4.0 TAXES & DUTIES:

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions or other charges which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

However, provisions regarding Service Tax on output services shall be as per following clauses:

4.1 Service Tax & Cess on Service Tax:-

Service Tax and Cess on Service Tax as applicable on output Services are excluded from contractor's scope; therefore contractor's price/rates shall be exclusive of Service Tax and Cess on Output Services. Contractor shall obtain prior written consent of BHEL before billing the amount towards such taxes.

Contractor shall submit to BHEL documentary evidence of Service Tax registration certificate specifying name of services covered under this contract

For the purpose of claiming any Service Tax from BHEL, the following procedure shall be adopted:

Contractor shall submit serially numbered Service Tax and Cess Invoices, signed by him or a person authorized by him in respect of taxable service provided, and shall contain the following, namely:

1. The name, address and registration number of the contractor
2. The name and address of the party receiving taxable service (BHEL)
3. Description, classification and value of taxable service provided and
4. The Service Tax payable thereon.

All the four conditions shall be fulfilled in the invoice for payment of Service Tax by BHEL. Where more than one nature of Service under Service Tax Rules is involved, the invoice mentioned above shall contain the break up of all values for each nature of Service.

4.2 Tax Deduction at Source:-

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

4.3 New Taxes/Levies:

In case the Government imposes any new levy/tax on the output service/goods/work after award of the contract, the same shall be reimbursed by BHEL at actual.

In case any new tax/levy/duty etc. becomes applicable after the date of Bidder's offer, the Bidder/Contractor must convey its impact on his price duly substantiated by documentary evidence in support of the same before opening of Price Bid. Claim for any such impact after opening the Price Bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

No reimbursement/recovery on account of increase/reduction in the rate of taxes, levies, duties etc. on input goods/services/work shall be made.

5.0 TIME SCHEDULE:

- 5.1 The contract shall be for a period of two years. However in case of non-compliance of any terms and conditions, the contract shall be liable for termination at one week's notice with no financial implication upon BHEL.
Further on mutual agreement the contract can be extended further for one year at the base rate and terms & condition.
- 5.2 The schedule of commencement of work related to photocopy and related service shall be decided by BHEL as per requirement. BHEL will intimate schedule date of start of work, with a notice period of 7 days.

6.0 SUSPENSION OF BUSINESS DEALINGS:

BHEL reserves the right to take action against contractors who fail to perform or indulge in malpractices, by suspending business dealings with them.
Once the order for suspension is passed, existing offers/new offers of the contractor shall not be entertained.

7.0 GENERAL INSTRUCTION TO TENDERERS:

7.1 DESPATCH INSTRUCTION:

- i) The General Conditions of Contract form part of the Tender specifications. All pages of the tender documents shall be duly signed, stamped and submitted along with the offer in token of complete acceptance thereof. The information furnished shall be complete by itself. The tenderer is required to furnish all the details and other documents as required in the following pages.
- ii) Tenderers are advised to study all the tender documents carefully. Any submission of tender by the tenderer shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof. Should the tenderers have any doubt about the meaning of any portion of the Tender Specification or find discrepancies or omissions in the drawings or the tender documents issued are incomplete or shall require clarification on any of the technical aspect, the scope of work etc., he shall at once, contact the authority inviting the tender well in time (so as not to affect last date of submission) for clarification before the submission of the tender. Tenderer's request for clarifications shall be with reference to Sections and Clause numbers given in the tender documents. The specifications and terms and conditions shall be deemed to have been accepted by the tenderer in his offer. Non compliance with any of the requirements and instructions of the tender enquiry may result in the rejection of the tender.

7.2 SUBMISSION OF TENDERS:

- 7.2.1 The tenderers must submit their tenders at **BHEL PSNR OFFICE NOIDA.**
- 7.2.2 Tenders submitted by post shall be sent by 'REGISTERED POST ACKNOWLEDGEMENT DUE / by COURIER' and shall be posted with due allowance for any postal/courier delays. BHEL takes no responsibility for delay, loss or non-receipt of tenders sent by post/courier. The tenders received after the specified time of their submission are treated as 'Late Tenders' and shall not be considered under any circumstances.
- 7.2.3 Tenderers whose bids are found techno commercially qualified shall be informed the date and time of opening of the Price Bids and such Tenderers may depute their representatives to witness the opening of the price bids. BHEL's decision in this regard shall be final and binding.
- 7.2.4 Before submission of Offer, the tenderers are advised to inspect the site of work and the environments and be well acquainted with the actual working and other prevalent conditions, facilities available, position of material and labour, means of

transport and access to Site, accommodation, etc. No claim will be entertained later on the grounds of lack of knowledge of any of these conditions.

- 7.2.5 Tenders shall be opened by authorized Officer of BHEL at his office at the time and date as specified in the NIT, in the presence of such of those tenderers or their authorized representatives who may be present

7.3 LANGUAGE:

- 7.3.1 The tenderer shall quote the rates in English language and international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tenders, the metric system of units shall be used.
- 7.3.2 All entries in the tender shall either be typed or written legibly in ink. Erasing and over-writing is not permitted and may render such tenders liable for rejection. All cancellations and insertions shall be duly attested by the tenderer.

7.4 PRICE DISCREPANCY:

- 7.4.1 **Conventional (Manual) Price Bid opening:** In the case of price bid opening without resorting to Reverse Auction, if there are differences between the rates given by the tenderer in words and figures or in amount worked out by him, the following procedure for evaluation and award shall be followed:
- i) When there is a difference between the rates in figures and in words, the rates which corresponds to the amounts worked out by the contractor, shall be taken as correct.
 - ii) When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figure or in words, then the rate quoted by the contractor in words shall be taken as correct
 - iii) When the rate quoted by the contractor in figures and words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.
 - iv) In case of lumpsum price, if there is any difference between the amount in figures and in words, the amount quoted by the bidder in words shall be taken as correct.
 - v) In case of omission in quoting any rate for one or more items, the evaluation shall be done considering the highest quoted rate obtained against the respective items by other tenderers for the subject tender. If the tenderer becomes L-1, the notional rates for the omission items shall be the lowest rates quoted for the respective items by the other tenderers against the respective omission items for the subject job and the 'Total quoted price (loaded for omissions)' shall be arrived at. However the overall price remaining the same as quoted originally, the rates for all the items in the 'Total quoted price (loaded for omissions)' shall be reduced item wise in proportion to the ratio of 'Original' total price and the 'Total quoted price (loaded for omissions)'".

7.5 AUTHORISATION AND ATTESTATION:

Tenders shall be signed by a person duly authorized/empowered to do so. An attested copy of the Power of Attorney/ an authorization letter in company's letter head, in case the

tender is signed by an individual other than the sole proprietor shall be submitted along with the tenders.

7.6 EARNEST MONEY DEPOSIT:

Rs.40,000/- (Rupees Forty Thousand only) as Earnest Money should accompany the techno-commercial bid in the form of either banker's cheque, pay order or demand draft drawn in favour of "Bharat Heavy Electricals Limited" payable at Noida. Tender not accompanied with EMD will not be accepted and shall not be considered for further evaluation.

No interest shall be payable on EMD amount.

The EMD shall be forfeited in case of:

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

The EMD shall be returned within a reasonable time to the unsuccessful bidders after acceptance of the award of the contract/ execution of work by the successful tenderer. The EMD of successful bidders can be adjusted or converted against the Security Deposit.

7.7 SECURITY DEPOSIT:

7.7.1 The successful tenderer shall deposit the security deposit of **Rs.40,000/- (Rupees Forty Thousand only)**.

7.7.2 The security Deposit should be furnished before start of the work by the contractor.

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

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order / Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc. (Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).
- v) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format for Security Deposit shall be in the prescribed formats.

- vi) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.
- vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited in any form as prescribed before start of the work and the balance 50% may be recovered from the running bills.
- viii) EMD of the successful bidder can be converted and adjusted against the cash portion of Security Deposit excepting for such bidders who have remitted One Time EMD.

NOTE: Acceptance of Security Deposit against Sl. No. (iv) and (vi) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

7.7.4 The Security Deposit shall not carry any interest.

7.7.5 In case the value of work exceeds / reduces from the awarded / accepted value, the Security Deposit shall be correspondingly enhanced / reduced as given below:

- i) The enhanced part of the Security Deposit shall be immediately deposited by the Contractor or adjusted against payments due to the Contractor.
- ii) There will be no reduction in Security Deposit value in case of variation in contract value upto the lower limit specified in Quantity variation clause. In case of reduction of contract value beyond the lower limit specified in Quantity Variation clause, then the Security Deposit shall be re adjusted in proportion.
- iii) In case of reduction, the reduced Contract value shall be certified by BHEL Construction Manager after ascertaining / freezing of BOQ / Drawings from the Design / Engineering Centre. The reduced Security Deposit value can only be considered after taking into account the adequacy of the securities held by BHEL to meet the liabilities of the contractor for the contract, and the performance of the contract in general. In such cases, the revised value of Security Deposit shall be worked out only after execution of not less than the lower limit of the revised scope of work/contract value as per quantity variation clause, and as certified by Construction Manager. This reduction in value of Security Deposit shall not entitle the contractor to any amendment of Contract and shall be operated at the discretion of BHEL.
- iv) Contract value for the purpose of operating the reduced/increased value of Security Deposit due to Quantity Variation, shall be exclusive of Price Variation Clause, Over Run Compensation and Extra works done on manday rates.

7.7.6 The validity of Bank Guarantees towards Security Deposit shall be initially upto the completion period as stipulated in the Letter of Intent/Award + 3 months, and the same shall be kept valid by proper renewal till the acceptance of Final Bills of the Contractor, by BHEL

7.7.7 BHEL reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of the Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of

contract. BHEL reserves the right to set off the Security Deposit against any claims of other contracts with BHEL.

7.7.8 RETURN OF SECURITY DEPOSIT

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

7.8 VALIDITY OF OFFER:

The rates in the Tender shall be kept open for acceptance for a minimum period of **SIX MONTHS** from latest due date of offer submission (including extension, if any). In case BHEL (Bharat Heavy Electricals Ltd) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer which shall be binding on the tenderers.

7.9 EXECUTION OF CONTRACT:

The successful tenderer's responsibility under this contract commences from the date of issue of the Letter of Intent by Bharat Heavy Electricals Limited. The Tenderer shall submit an unqualified acceptance to the Letter of Intent within the period stipulated therein.

7.10 REJECTION OF TENDER AND OTHER CONDITIONS:

7.10.1 The acceptance of tender will rest with BHEL which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights for the following without assigning any reasons whatsoever:-

- a. To reject any or all of the tenders.
- b. To split up the work amongst two or more tenderers as per NIT
- c. To award the work in part if specified in NIT
- d. In case of either of the contingencies stated in (b) and (c) above, the time for completion as stipulated in the tender shall be applicable.

7.10.2 Conditional tenders, unsolicited tenders, tender which are incomplete or not in the form specified or defective or have been materially altered or not in accordance with the tender conditions, specifications etc., are liable to be rejected.

7.10.3 Tenders are liable to be rejected in case of unsatisfactory performance of the tenderer with BHEL, or tenderer under suspension (hold/banning /delisted) by any unit / region / division of BHEL .

7.10.4 If a tenderer who is a proprietor expires after the submission of his tender or after the acceptance of his tender, BHEL may at their discretion, cancel such tender. If a partner of a firm expires after the submission of tender or after the acceptance of

the tender, BHEL may then cancel such tender at their discretion, unless the firm retains its character.

- 7.10.5 BHEL will not be bound by any Power of Attorney granted by changes in the composition of the firm made subsequent to the execution of the contract. They may, however, recognize such power of Attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contractor concerned.
- 7.10.6 If the tenderer deliberately gives wrong information in his tender, BHEL reserves the right to reject such tender at any stage or to cancel the contract if awarded and forfeit the Earnest Money/Security Deposit/any other money due.
- 7.10.7 Canvassing in any form in connection with the tenders submitted by the Tenderer shall make his offer liable to rejection.
- 7.10.8 In case the Proprietor, Partner or Director of the Company/Firm submitting the Tender, has any relative or relation employed in BHEL, the authority inviting the Tender shall be informed of the fact as per specified format, along with the Offer. Failing to do so, BHEL may, at its sole discretion, reject the tender or cancel the contract and forfeit the Earnest Money/Security Deposit.
- 7.10.9 The successful tenderer should not sub-contract part or complete work detailed in the tender specification undertaken by him without written permission of BHEL's Construction Manager/Site Incharge. The tenderer is solely responsible to BHEL for the work awarded to him.
- 7.10.10 The Tender submitted by a techno commercially qualified tenderer shall become the property of BHEL who shall be under no obligation to return the same to the bidder. However unopened price bids and late tenders shall be returned to the bidders
- 7.10.11 Unsolicited discount received after the due date and time of Bid Submission shall not be considered for evaluation. However, if the party who has submitted the unsolicited discount/rebate becomes the L-I party, then the awarded price i.e contract value shall be worked out after considering the discount so offered.
- 7.10.12 BHEL shall not be liable for any expenses incurred by the bidder in the preparation of the tender irrespective of whether the tender is accepted or not.

8.0 GENERAL CONDITIONS OF CONTRACT:

8.1 COMMENCEMENT OF WORK:

- 8.1.1 The contractor shall commence the work in line with "Time Schedule" Clause as indicated in "Technical specifications & special conditions of contract".
- 8.1.2 If the contractor fails to start the work within stipulated time as per LOI or as intimated by BHEL, then BHEL at its sole discretion will have the right to cancel the contract. The Earnest Money and/or Security Deposit with BHEL will stand forfeited without any further reference to him without prejudice to any and all of BHEL's other rights and remedies in this regard.

8.1.3 All the work shall be carried out under the direction and to the satisfaction of BHEL.

8.2 RIGHTS OF BHEL:

BHEL reserves the following rights in respect of this contract during the original contract period or its extensions if any, as per the provisions of the contract, without entitling the contractor for any compensation.

8.2.1 To withdraw any portion of work and/or to restrict/alter quantum of work as indicated in the contract during the progress of work and get it done through other agencies to suit BHEL's commitment.

8.2.2 To terminate the contract or get any part of the work done through other agency or deploy BHEL's own/hired/otherwise arranged resources, at the risk and cost of the contractor after due notice of a period of one weeks by BHEL, in the event of:-

- i) Contractor's continued poor progress
- ii) Withdrawal from or abandonment of the work before completion of the work
- iii) Contractor's inability to progress the work for completion as stipulated in the contract
- iv) Poor quality of work
- v) Corrupt act of Contractor
- vi) Insolvency of the Contractor
- vii) Persistent disregard to the instructions of BHEL
- viii) Assignment, transfer, sub-letting of contract without BHEL's written permission
- ix) Non fulfillment of any contractual obligations
- x) In the opinion of BHEL, the contractor is overloaded and is not in a position to execute the job as per required schedule

8.2.3 To meet the expenses including BHEL overheads of 5% & liquidated damage/penalties arising out of "Risk & Cost" as explained above under Sl.No. 8.2.2. BHEL shall recover the amount from any money due from Contractor, from any money due to the Contractor including Security Deposit or by forfeiting any T&P or material of the contractor under this contract or any other contract of BHEL or by any other means or any combination thereof.

8.2.4 To effect recovery from any amounts due to the contractor under this or any other contract or in any other form, the moneys BHEL is statutorily forced to pay to anybody, due to contractor's failure to fulfill any of his obligations. BHEL shall levy overheads of 5% on all such payments.

8.2.5 While every endeavor will be made by BHEL to this end, they cannot guarantee uninterrupted work due to conditions beyond their control. The Contractor will not be normally entitled for any compensation/extra payment on this account unless otherwise specified elsewhere in the contract.

- 8.2.6 In case the execution of works comes to a complete halt or reaches a stage wherein worthwhile works cannot be executed and there is no possibility of commencement of work for a period of not less than two months, due to reasons not attributable to the contractor and other than Force Majeure conditions, BHEL may consider permitting the contractor to de mobilize forthwith and re mobilize at an agreed future date. Cost of such demobilization/remobilization shall be mutually agreed. The duration of contract/time extension shall accordingly get modified suitably. In case of any conflict, BHEL decision in this regard shall be final and binding on the contractor.
- 8.2.8 In the unforeseen event of inordinate delay in receipt of materials, drawings, etc, due to which inordinate discontinuity of work is anticipated, BHEL at its discretion may consider contractor's request to short close the contract. At the point of requesting for short closure, contractor shall establish that he has completed all works possible of completion and he is not able to proceed with the balance works due to constraints beyond his control.

8.3 ARBITRATION & RECONCILIATION:

- 8.3.1 In case amicable settlement is not reached 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 by the Contractor in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the sole arbitration of the arbitrator appointed by BHEL/In charge(Region).

The award of the Arbitrator shall be binding upon the parties to the dispute Subject as aforesaid, the provisions of Arbitration and Reconciliation Act 1996 (India) or statutory modifications or re enactments thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of the arbitration shall be the place from which the contract is issued or such other place as the Arbitrator at his discretion may determine. The award of the Arbitrator shall be binding upon the parties to the dispute

- 8.3.2 The cost of arbitration shall be borne equally by the parties.
- 8.3.3 Work under the contract shall be continued during the arbitration proceedings

8.4.1 Final Bill:

Final Bill" is used for release of Security Deposit (SD).

i) No Claim Certificate" by contractor.

ii) Indemnity bond as per prescribed format
deducting all liabilities of Contractor to BHEL

BHEL shall settle the final bills after

8.5 CLOSING OF CONTRACTS:

Security Deposit shall be refunded/Bank Guarantee(s) released to the Contractor along with the 'Final Bill' after deducting all expenses / other amounts due to BHEL under the contract / other contracts entered into with them by BHEL.

8.6 LIQUIDATED DAMAGES (LD):

The vendor shall ensure that photocopying machines are operational on all working days. However, due to mechanical or electrical fault only one day will be permissible for repair alternatively. In the event of these machines being out of order after permissible period, penalty of Rs.200/-(Rs. Two hundred only) per day per machine shall be levied and recovered in the next month's bill.

ANNEXURE-I

**CERTIFICATE OF DECLARATION FOR CONFIRMING THE KNOWLEDGE OF
SITE CONDITIONS**

We,.....
Hereby declare and confirm that we have visited the project sites under the
subject namely,and acquired full knowledge
and information about the site conditions, wage structure, Industrial climate
and total work involved. We further confirm that the above information is
true and correct and we will not raise any claim of any nature due to lack of
knowledge of site condition.

Tenderers Name and Address

Place:

(Signature of the Tenderer's with stamp)

Date:

ANNEXURE-II

NON DISCLOSURE AGREEMENT

Memorandum of Understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s.....

providing.....service to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR;

- **To maintain confidentiality of documents & information which shall be used during the execution of the Contract.**
- **The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.**

(M/s. BHEL, PSNR)

(M/s.....)

ANNEXURE-III

FORMAT FOR E-PAYMENT DETAILS : - BHEL-PSNR-NOIDA

(To be given in Company letterhead)

Beneficiary Name :

Bank Name & Branch :

M ICR Code (9 Digit) :

**IFSC CODE
(VALID FOR NEFT) :**

Beneficiary Account No. :

**Beneficiary E-mail ID
(For payment confirmation) :**

ANNEXURE - IV

FORMAT OF UNDERTAKING

(To be submitted in the bidder's letter head)

REF:

Dt.

**Bharat Heavy Electricals Limited
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A ,
Distt. Gautam Budh Nagar,
NOIDA – 201 301(INDIA)**

Sub.: Tender for “Rate Contract for Photocopy & Related Service”

Dear Sirs,

With reference to above, this is to confirm that as per tender conditions, we have visited sites as mentioned in NIT before submission of our offer and noted the job content & site conditions etc.

We also confirm that we have not changed / modified the tender documents as appeared in the website and in case of observance at any stage; it shall be treated as null and void. We hereby confirm that we have not taken any deviation from tender clauses together with other references as enumerated in the above referred NIT and we hereby convey our unqualified acceptance to all terms and conditions as stipulated in the tender and NIT. In the event of observance of any deviation in any part of our offer at a later date whether implicit or explicit, the deviations shall stand null & void.

We confirm to have submitted offer strictly in accordance with tender instructions.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized
representative of the bidder)

ANNEXURE - V**UNPRICED RATE SCHEDULE****TABLE-A:-**

BIDDERS TO QUOTE IN THE APPROPRIATE COLUMN IN THE FOLLOWING BOX			
SL NO.	RATES AT 'A' BELOW	IN FIGURES	IN WORDS
1	PER COPY(A4 SIZE)		

TABLE-B:-

SL NO	JOB DESCRIPTION	DENOMINATION	RATE	WORK FOR 2 YEAR
1	SINGLE SIDE PHOTOCOPY ON BRANDED PAPER			
	A) A4 Size	PER COPY	A	1440000
	B) B4 Size	PER COPY	A X 1.15	4800
	C) A3 Size	PER COPY	A X 1.73	4800
2	BACK TO BACK PHOTOCOPY ON BRANDED PAPER			
	A) A4 Size	PER COPY	A X 1.35	12000
	B) B4 Size	PER COPY	A X 1.54	480
	C) A3 Size	PER COPY	A X 1.93	480
3	PHOTOCOPY ON COLOUR PAPER	PER COPY	A X 1.35	12000
4	B/W PHOTOSTAT ON 100 MICRON OHP TRANSPARENCY (GARWARE)			
	A) With Transparency Sheet	PER COPY	A X 5.77	240
	B) Without Transparency Sheet	PER COPY	A X 1.45	240
5	PLASTIC SPIRAL BINDING A4 SIZE BOOKLET, INCLUDING SET MAKING TOP & BOTTOM COVER OF ONE SIDE GLAZED COVER SHEET AND BOTH SIDE TRANSPARENCY SHEET			

	A) Up to 150 Sheets A4	EACH	A X 28.85	7200
	B) -----Do----- But in Plastic Spica A4 binding	EACH	A X 34.62	240
	C) Simple binding up to 150 sheets	EACH	A X 13.47	240
	D) Spiral Binding A3	EACH	A X 51.93	240
6	REXIN BINDING A4 SIZE BOOKLET INCLUDING TOP & BOTTOM COVER WITH DETAILS EMBOSSED ON THE TOP COVER WITH BHEL LOGO	EACH	A X 336	360
7	HARD SHEET A4	EACH	A X 2.89	4800
8	HARD SHEET A3	EACH	A X 5.77	240
9	LAMINATION IDENTITY CARD	EACH	A X 7.70	240
10	LAMINATION A4	EACH	A X 15.40	480
11	MULTI-COLOUR PHOTOSTAT (INCLUDING REDUCTION/ENLARGEMENT)			
	A) On A4 Size Paper	PER COPY	A X 23.08	4800
	B) On A3 Size Paper	PER COPY	A X 46.16	240
	C) On Transparency A4 Size	PER COPY	A X 38.47	240
12	PHOTOSTAT FOR DRAWINGS/ MAPS			
	A) A2 Size paper	PER COPY	A X 21.16	240
	B) A1 Size paper	PER COPY	A X 34.62	240
	C) A0 Size Paper	PER COPY	A X 57.70	480
13	LAMINATION A4 SIZE POUCH 150 MICRON		A X 28.85	240
14	SCANNING A4 SIZE	PER COPY	A X 0.39	240000
GRAND TOTAL (Q)				

Note:-

1. Bidders shall quote rate only for Sl. No. A of TABLE-A only (Single Side Photocopy A4 Size) in the appropriate box.
2. All are rates shall be calculated as per multiples of "A" as mentioned in TABLE-B.
3. L1 shall be decided based on value "Q" calculated as per above for TABLE-B.

(SEAL OF THE BIDDER)