



ENQUIRY
(INDIGENOUS)

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
HBPRESSURE BILER PLANT
Purchase Department - Fossil Boile
THIRUCHIRAPALLI - 620014.
TAMILNADU (INDIA)

PHONE : 2577331
GRAMS : BHARATELEC
FAX NO : 2520719
E-mail : srchandran@bheltry.co.in
Web:www.bhel.com/www.tenders.gov.in

Page 1/2

A0 LED PRINTER FOR BHEL-TRICHY & BHEL PIPING CENTRE CHENNAI	Enquiry Date	Due Date for Quotation
	14.06.2012	10.07.2012 Due Date for
Please quote Enquiry No, Date and due date in all correspondences. This is only a request for quotation and not an ord		
ENQ No: 2651200026 DT:14.06.12		

Item	Description	Unit	Quanti	Delivery Quantity	Schedule Date
10	LEASE RENTAL CHARGES FOR A0 LED PRINTER WITH FOLDER AND SOFTWARE (TOTAL 20 QTRS)	NO	1.000	1.00	20.09.12
	SUPPLY AND MAINTENANCE OF A0 LED PRINTER FOR BHEL PIPING CENTRE/CHENNAI				
20	MAINTENANCE CHARGES FOR 1,00,000 LINEAR METRES PER QUARTER TOTAL 20 QTRS	NO	1.000	1.00	20.09.12
	MAINTENANCE CHARGE FOR 100000 Linear Meter/Qtr for BHEL Piping Center,Chennai				
30	TONER, DEVELOPER DRUMKIT AND ALL OTHER CONSUMABLES REQUIRED FOR PRINTING 1,00,000 LINEAR METRES PER (TOTAL 20 QTRS)	NO	1.000	1.00	20.09.12
	Consumable for A0Printer for BHEL-PC/CHENNAI				

	FOR BHEL-TRICHY				
40	Lease Rental charges for A0 LED Printer with Folder and Software (Total 20 qtrs).	NO	1.000	1.00	15.09.12
	Supply and maint. for BHEL Trichy				
50	Maintenance charges for 100000 Linear meter per Qtr (Total= 20 Qtr).	NO	1.000	1.00	15.09.12
	Maintenance Charges for BHEL Trichy				
60	Toner Developer Drumkit and all other consumables required for Printing 100000 linear meter per Qtr (Total= 20 Qtrs).	NO	1.000	1.00	15.09.12
	Consumable for A0 Printer-BHELTrichy				

General Note:

Note:

- Please submit your detailed offer in two part bid system i.e
Part-I. Technical and commercial (unpriced bid) in a sealed cover
Part-II. Priced offer in another separate sealed cover.

All the two covers shall be duly super-scribed with tender reference and due date of opening. These covers shall be put in a single cover duly super-scribed with tender reference and due date of opening and addressed to us.

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening.Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

S. RAMACHANDRAN
Dy. General Manager / PURCHASE
Purchase / CP, SP & MC
BHEL TRICHY - 620 014.



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
80, G.N.ROAD, T.NAGAR
Purchase Department - Piping Centre
CHENNAI - 600 017.
TAMILNADU (INDIA)

Page 1/2

2651200026 / 14.06.2012

2. Point-to-point confirmation to BHEL's specification and commercial terms & conditions shall be provided Annexure-B. All the Annexures should be filled and submitted along with the technical bid (no row shall be left blank), else your offer is liable for rejection.
3. Offers with validity of less than 180 days and non-acceptance of LD, RP clause, PBG & Payment terms, will lead to rejection of submitted offer.
4. If the due date of tender opening happens to be a holiday, the tenders will be opened on the next working day.
5. All clarifications may be sought at least ten days prior to tender due date, from the undersigned with due written request.
6. BHEL reserves the right to go for a reverse auction (RA) instead of opening the submitted sealed bid, which will be decided after technical evaluation. Information and general terms and conditions covering RA are given in commercial terms and conditions (Annexure-B/Point no.17)
7. Vendors are requested to avoid the following in their Bid Documents:
 - a) Loose or spiral bound bid documents are not encouraged.
 - b) In case of any corrections/overwriting in the tender documents, the same shall be duly attested by the bid submitter.
8. Corrigendum if any, with respect to this tender will be hosted only in the website <http://www.bhel.com> or <http://tenders.gov.in>. You are requested to visit the website regularly for updates.

List of Attachments:

1. Annexure-A_A0 LED Specifications-one page
2. Annexure-B Commercial Terms and Conditions-9 pages
3. Annexure-C Eligibility Criteria-One page
4. Annexure-D Price format Financial Lease
5. Annexure-E Price format Outright Purchase
6. Annexure-I No deviation certificate
7. Annexure-II Third party non-disclosure agreement
8. Annexure-III Past experience

Enclosures:

"LD clause has to be confirmed without fail."

The offers should reach us 30 minutes before the time of opening of tenders.
The offers will be opened at 14.30 hrs on the due date of tender in the presence of tenderers who have submitted their offer and who may like to be present for the tender opening. Late and delayed offers are liable to be rejected.

Yours faithfully,
For **BHARAT HEAVY ELECTRICALS LIMITED**

S. RAMESH CHANDRAN
Dy. General Manager, PURCHASE
Purchase / Piping Centre
BHEL, TRICHY - 620 014.

Item No	Specification of the Hardware	Response & Confirmation by vendor	Remark / Reference to Technical Literature
	A0 Laser Printer with Folder and plotworks software		
1	Specify the make		
2	Specify the Model.		
3	OEM Support Pack (Labour/parts/on-site) warranty for the entire contract period.		
4	At least 10 A0 per minute		
5	At least 400 DPI		
6	Electronic Collation		
7	Auto Roll Switching		
8	Job Accounting		
9	Provision for using At least 3 rolls simultaneously		
10	Automatic media Cutter		
11	support Print output size 914mm X 15m (A4 to 36" Width x 150m)		
12	At least 4 GB RAM		
13	At least 350 GB Hard disc drive		
14	USB and 10/100 Base-T Fast Ethernet with RJ45 compatibility, With External print Controller. Protocol Suit: TCP/IP, IPX [Vendor to specify others]		
15	remote management software to monitor & manage the system from remote location		
16	Compatible with Windows XP, Vista & Windows 7 (32 bit & 64 bit)		
17	Compatible with Redhat Linux 7.2 and above, Unix		
18	Drivers for Windows XP,vista & Windows 7-32 bit & 64-bit, Embedded webserver file submitter.		
19	Drivers for AutoCAD: R 14, 2000, 2002, 2004, 2005 for Windows ,upto latest version		
20	Drivers shall be updated as and when released by the OEM		
21	Driver for ADOBE Acrobat 8,9 & 10upto latest		
22	TIFF 6.0, CALS/G4, HP-GL/2, HP RTL Print Languages		
23	Adobe Postscript3 with PDF		
24	AutoCAD DWG, Adobe PDF, TIFF to be handled directly without native application		
25	Files of type HPGL, HPGL2, Adobe PostScript to be handled		
26	Drivers for Standard Modeling Packages like Nx,Inventor, PSP3D, PDMS, ANSYS to be provided under Windows XP, Vista & Windows-7 (32-bit & 64-Bit)		
27	PLP PlotWorks [latest version in original media] to handle the given file formats taking care of the packages mentioned above with support for five years		
28	Confirm Printer supplied with one set of all consumable (fully loaded) and ready for use		
29	Specify the Optional Accessories		
30	List of the consumables suppliers in India.		
31	A0 ONLINE FOLDER -same make as printer.		
32	Specify the make (same make as A0 Laser Printer)		
33	Specify the Model.		
34	Integrated Online Folder operating at the same speed as Printer.		
35	Programmable Folding Options.		
36	210mm with Binding Edge		
37	210mm without Binding Edge		
38	Folder to be of same make as printer		
39	190mm Fanfolds.		
40	Cross-Fold option also to be provided		
41	Voltage Stabilizer with Over-voltage protection for the Printer and the Folder		
<p>Certificate from the printer OEM, on letter head/with OEM Company seal, with signature and date indicating the Model Number offered, specifically stating that the A0 LED Printer and Folder Models being offered are currently in their manufacturing range and that guaranteed availability of maintenance support, spares parts and consumables will be ensured for the duration of the contract shall be submitted along with offer</p>			

Vendor shall sign and affix seal on every sheet of this document

ACCEPTANCE OF COMMERCIAL TERMS AND CONDITIONS BY THE BIDDERS.

(This should be essentially filled in and sent along with the techno-commercial offer without fail. If this check list is not filled and submitted along with techno-commercial offer (Part I) or if the bidder does not confirm acceptance to the terms and conditions proposed, BHEL reserves the right to reject such offer)

CHECK-LIST FOR BIDDERS

SI No	DESCRIPTION
1.	<p>The Bidders shall submit the offer in single stage with TWO INNER ENVELOPES as indicated below which shall be sealed in one outer envelope.</p> <p align="center"><u>ENVELOPE-I: "PART-I: TECHNO - COMMERCIAL PART"</u></p> <p>The following details are to be written on the top of the envelope:</p> <p>NAME OF WORK:</p> <p>Enq. NO.:</p> <p>Due Dt:</p> <p>FROM : [NAME & ADDRESS OF BIDDER]</p> <p>This envelope shall contain (i) Techno-Commercial (Part-I) of Bidding Document in original duly stamped and signed on each page along with un priced bid with indicating applicable taxes & duties, (ii) Techno-Commercial details including all supporting documents and duly signed and stamped in each page.</p> <p align="center"><u>ENVELOPE-II: "PART- II: PRICE PART"</u></p> <p>This part should contain the schedule of price particulars and must be correlated to the technical details provided in Part I</p> <p>The following details are to be written on the top of the envelope:</p> <p>NAME OF WORK:</p> <p>Enq. NO.:</p> <p>Due Dt:</p> <p>PRICE PART (DO NOT OPEN)</p> <p>FROM: [NAME & ADDRESS OF BIDDER]</p> <p>The Bidder shall submit only price/ Rates as per Schedule of Rates without any condition. Condition indicated, if any, in the Price part shall not be taken cognizance of and such bid may be rejected without assigning any reasons thereof.</p> <p>The prices shall be filled up both in figure and in words and rounded off to the nearest rupee. No overwriting or use of correction fluid shall be accepted. Any correction shall be signed by the authorised signatory.</p> <p>All the two envelopes (Part I&II) shall be put in one cover, duly sealed, superscribing as Part I and Part II of Enquiry No., due date of opening and the address and reference of the Bidder.</p> <p>The above offer should reach this office on or before the due date by 14.00 Hrs (IST). Late offers will not be considered.</p> <p>Tender should not be addressed to any Individual's name but only by designation to:</p> <p align="center">DGM / CAPITAL PURCHASE / MFG BHARAT HEAVY ELECTRICALS LIMITED HIGH PRESSURE BOILER PLANT TIRUCHIRAPPALLI - 620 014 TAMIL NADU, INDIA</p> <p>Tenders should be free from CORRECTION AND ERASURES, Corrections if any, must be attested. All amounts shall be indicated both in words as well as in figures. In case of any difference between amount quoted in words and figures, amount quoted in words shall prevail.</p> <p>Offers should be in ENGLISH and accompanied by detailed technical literature, catalogue and detailed dimensional drawings in ENGLISH or otherwise, the offers will not be considered.</p>

2.	<p><u>OPENING OF TENDERS</u></p> <p>The Part I- Technical & commercial bid would be opened on the Tender opening date. The Part II - Price bid of Technically suitable Bidders alone would be opened. The Technically suitable Bidders would be informed about the tender opening date. Clarifications if any required by BHEL for Technical evaluation would be sought from bidders before opening of Part II - price bid.</p>
3.	<p><u>Stage-I: Evaluation of Technical & Un-priced Commercial Bids</u></p> <ul style="list-style-type: none"> ➤ Only those Bidders who meet all the requirements as per Eligibility Criteria (Annexure-C) for Bidders will be considered for further evaluation. ➤ Technical and un-priced commercial bid of the bidder shall be opened and evaluated for acceptability of Technical offer, technical suitability, acceptance of technical and commercial terms. BHEL Trichy will evaluate the Technical bid submitted by the Bidders. ➤ During the Technical Evaluation of the bid, BHEL Trichy may ask for additional information / resources to validate the bid. These may include technical documents / white papers from OEM or third party, references, demonstration of a proof of concept or solution, visit to OEM's lab or their clients reference site, etc. Failure to furnish information as required or to submit a bid not substantially responsive to the bidding documents may result in rejection of the bid. ➤ There shall be no deviation from the technical specification. "No Deviation Certificate" as per the format shall be submitted (Annexure-I). ➤ Prior to price opening of bids, BHEL will determine whether each bid is accompanied by required commercial terms & conditions, fulfils the qualifying requirement stated in Bidding Document and compliance to the requirement of the Bidding Document. <p><u>Stage –II: Evaluation of the Price Bid:</u></p> <p>The evaluation of tenders will be as follows:</p> <ul style="list-style-type: none"> ➤ Technically cleared offers will be considered for price evaluation ➤ Evaluation of the offer will be based on L1 of the total value for the entire scope of work (delivered cost (or) Net cash outflow to BHEL). The total value referred here is including of the total rental charge & AMC for 5 years + total printing charge for 5 years (approximate qty)+ taxes & duties+ Feight & insurance + packing & forwarding. (one machine for BHEL-Trichy & another one m/c for BHEL, Piping Centre-Chennai) ➤ The contract will be awarded to a single party for the total scope, based on the above evaluation. ➤ If some discrepancies are found between the rate given in words and figures, the rate in words shall be taken as correct. ➤ For rental part, the bidder shall quote the quarterly rental charges/machine (including principal repayment, tax, interest, support charges, etc.) for 5 years. ➤ For printing part, the bidder shall quote the printing rate per linerar meter & AMC rate / Linear meter ,taxes & duties and other applicable charges. ➤ BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed price bid, which will be decided after techno-commercial evaluation. Information and general terms and conditions governing RA as per point 17.
4	<p>Taxes and Duties :</p> <p>All Taxes and Duties payable as extra to the quoted price should be specifically stated in offers along with CST & TIN No / Tariff No. etc., failing which the purchaser will not be liable for payment of such Taxes and Duties. Our TIN No. 33243560005, TNGST No. 3560005, CST. No. 239383 Dt. 11-06-1991 & BHEL ECC No. AAACB4146PXM012, Service Tax Reg No (STC)- AAACB4146PST006. Assessment circle Tiruverambur.</p> <p>Cenvat credit& VAT credit If any Excise Duty is payable, the chapter head / sub-head reference and the rate of the duty should be quoted. If the tenderer is availing CENVAT credit for his input materials, the effect of proforma credit should be passed on to the purchaser</p> <p>Income Tax applicable Any service charges payable towards supervision of E&C, training, performance prove-out etc., will be released after deduction of Income Tax as per Indian Income Tax Act / as per the Govt. of India rules and TDS certificate will be issued by BHEL for such deductions. Applicable service tax on E&C charges will be payable extra. The liability of depositing the same to the Govt. will be of the bidder. Income tax depreciation will be claimed by BHEL</p>

No row shall be left blank. Please indicate NA, in case the item is "not applicable"		Vendor's confirmation
4.	Maintenance during the lease period shall not be sub-contracted. The maintenance engineers posted at site shall be direct employees of the bidder.	
5.	Validity: Validity of the offer should be 180 days from the date of tender opening. BHEL reserves the right not to consider offers from bidders with validity less than 180 days from the date of tender opening.	
6.	Terms of Payment: <ul style="list-style-type: none"> ➤ Purchase Order will be released on the successful bidder. ➤ Successful bidder shall sign Bipartite Lease Agreement as per BHEL format. ➤ Lease period will start after issue of Commissioning Certificate by BHEL Trichy. ➤ Quarterly lease rental charges +AMC charge per liner metres+ printing charges per linear metres (actuals) become payable at the end of each quarter after certification by BHEL Trichy/BHEL PC. Bidder shall submit the invoice after each quarter. 100% quarterly payment will be made after 45 days from the date of submission of invoice. ➤ Bidder shall submit the invoice in triplicate for processing the bills. ➤ Deduction for non-availability as per SLA will be made from the quarterly rental. ➤ 5% on the monthly meter reading will be reduced towards wastage while calculating number of copies for payment. 	
7.	Performance Bank Guarantee (PBG): <p>The Bidder, in the event of an order, should furnish a bank Guarantee from an Indian Bank approved by BHEL, at no extra cost in a proforma prescribed by BHEL, alongwith the order, for an amount equivalent to 10% (Ten percent) of the value of the contract. The PBG shall be valid for throughout the contract period of Five years from the date of receipt / acceptance / commissioning of the equipment at BHEL, Tiruchi / Thirumayam.</p> <p>The Performance Bank Guarantee shall be obtained from any one of the following banks which is a member bank in our consortium of banks.</p> <p>List Of Consortium Banks 1.Deutsche Bank 2.Hdfc Bank 3.Anz Grindlays Bank 4.Citi Bank 5.Standard Chartered Bank 6.Bank Of America 7.Abn Amro Bank 8.Idbi Ltd 9.Icici Bank Ltd 10.The Hongkong And Shanghai Banking Corporation Ltd.</p> <p>List Of Nationalised Banks 1.Allahabad Bank 2.Andhra Bank 3.Bank Of India 4.Bank Of Baroda 5.Bank Of Maharashtra 6.Bharath Overseas Bank 7.Canara Bank 8.Central Bank Of India 9.Corporation Bank 10.Dena Bank 11.Indian Bank 12.Indian Overseas Bank 13.Oriental Bank Of Commerce 14.Punjab National Bank 15.Punjab & Sind Bank 16.State Bank Of India 17.State Bank Of Travancore 18.State Bank Of Mysore 19.State Bank Of Bikaner & Jaipur 20.State Bank Of Hyderabad 21.State Bank Of Patiala 22.State Bank Of Maharashtra 23.State Bank Of Saurashtra(Sbi-13.09.08) 24.Syndicate Bank 25.Uco Bank 26.Union Bank Of India 27.United Bank Of India 28.Vijaya Bank</p> <p><u>If PBG is issued by a Foreign counter part of the BHEL consortium Indian Bank, in case of claim against the PBG , it will be lodged in any one of the Indian counters of the Foreign Bank which issued the PBG.</u></p>	
8.	Liquidated damages (LD): <p>It is clearly understood among the parties to the contract that "Time is the essence of the contract". Therefore, the delivery/commissioning of the goods specified in the purchase order should be made within the time prescribed. Where the seller supplies or despatches the goods, beyond the delivery period specified the purchaser will have no obligation to accept the goods. If accepted liquidated damages at the rate of 1/2% of the value of goods delayed for each week of delay subject to a maximum of 15% of the order value will be levied.</p> <p>Liquidated damages @ ½% per week subject to a maximum of 15% shall be applicable for delay in the Period for completion of the Installation & Commissioning work</p> <p>For the purpose of Imposing LD, the FOB delivery (B/L date) shall be considered. <u>BHEL reserves the right to reject offers from bidders not accepting the above LD clause, with maximum LD as 15%.</u></p>	
9.	Risk Purchase: <p>Alternatively the purchaser at his option will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole of the goods or any part which the bidder has failed to deliver or despatch within the time stipulated as aforesaid or if the same were not available from the best and the nearest available substitute. The bidder shall be liable for any loss which the Purchaser may sustain by reason of such risk purchases.</p>	

	No row shall be left blank. Please indicate NA, in case the item is "not applicable"	Vendor's confirmation
10.	Force Majeure clause: If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser of the particulars of the events and supply to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.	
11.	Delivery terms and evaluation process: Bidders should submit their offer for FOR Destination basis . Packing & Forwarding and Freight & Insurance charges from works to BHEL, Destination to be inclusive of basic rate. Applicable % of taxes & duties should be clearly indicated. Evaluation of offers shall be on the basis of delivered cost (Net cash outflow to BHEL)	
12.	Delivery Schedule: ➤ Delivery schedule for Supply of machines _____ ➤ Installation period for above machines _____	
13.	Guarantee: (1) During the period of lease rental / AMC all defective parts / modules shall be replaced / rectified free of cost without any cost implication on BHEL. (2) Any part / module that becomes faulty shall not be blamed to be the fault of BHEL. The faulty parts/modules shall be repaired within the scope of lease rental / AMC. <u>Offers from bidders not accepting the requested guarantee period/Warranty will be rejected.</u>	
14.	Short shipment / Warranty replacement: In case of any short shipment in the main equipment / spares, customs duty levied on such supplies, shall be borne by the bidder. Any warranty replacement during the lease period shall be on FOR/ BHEL-Destination basis.	
15.	Inspection & Testing: All goods shall be subject to inspection by BHEL or its authorized representatives at bidder's works (or) at BHEL destination or at any other place in India indicated by BHEL as the case may be. The bidder will not charge for the facilities provided for inspection of goods. The final inspection and acceptance of the project will be carried after installation of the equipment at BHEL, Destination.	
16.	Test certificates / Operating and Maintenance manuals : The Bidders shall clearly mention in their offer, that Test Certificates and Operating Maintenance Manuals, etc., as called for in the Technical Specification, in the required number of copies will be provided at no extra cost	
17.	Reverse Auction (RA): BHEL reserves the right to conduct on-line internet Reverse Auction for finalizing the Tender. This decision will be communicated to the technically qualified bidders after technical evaluation. Details / General terms / guidelines for conduct of RA are shown below Bidders are requested to confirm their acceptance for BHEL proceeding with RA route for finalization of the enquiry. 1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate. 2. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet. 3. BHEL will inform the bidder in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained. 4. Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance. 5. Bidders have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the bidder will not be eligible to Participate in the event.	

	<p>6. BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.</p> <p>7. Reverse auction will be conducted on scheduled date & time.</p> <p>8. At the end of Reverse Auction event, the lowest bidder value will be known on the network.</p> <p>9. The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.</p> <p>10. Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of bidder to conduct business with BHEL as per prevailing procedure.</p> <p>11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.</p> <p>12. BHEL reserves the right to negotiate if need be, with the "L1" bidder of the Reverse Auction</p> <p><u>BHEL reserves the right not to consider offers from bidders not complying with the RA process for finalization of the enquiry.</u></p>	
18. Ethical Standard	<p>Bidders are expected to observe the highest standard of ethics during the procurement and execution of this contract. In pursuit of this policy, BHEL will reject a proposal for award if it determines that the bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the contract. For the purposes of this provision, the terms set forth below are defined as follows:</p> <p>a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in contract execution; and</p> <p>b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the benefits of competition to BHEL.</p> <p>By signing the bid forwarding letter, the bidder represents that for the software it supplies, it is the owner of the intellectual property rights. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BHEL take.</p>	
19. Non Disclosure Agreement	<p>The bidder shall sign a Non Disclosure Agreement (NDA) with BHEL. By signing the NDA, the bidder agrees not to disclose any confidential information, business or proprietary, as covered by the agreement. The proforma for the Non Disclosure Agreement is attached as Annexure-II.</p>	
20. INDEMNITY	<p>The contractor hereby undertakes to indemnify BHEL against all actions, suits, proceedings, claims, losses, damages etc., which may arise under Minimum Wages Act, Fatal Accident Act, Workmen Compensation Act, Shops & Establishment Act, Family Pension & Deposit Linked Insurance scheme or any other Act or statutes not herein specifically mentioned but having any direct or indirect application for the person(s) engaged under this contract by him.</p> <p>The Contractor shall defend, indemnify and hold BHEL harmless from any liability, which may be imposed by the Central, State or local authorities and also from all claims, suits arising out of or by reason of the work provided by this contract including any liability that may arise out of accident, whether brought by the employees/ labourers of the Contractor or by the third parties or by the Central or State Government authority or any sub-division thereof.</p> <p>BHEL shall not be responsible for any claim/compensation that may arise due to damages/injuries/pilferage to the contractor's employee(s)/ staff/labourers under any circumstances while an employee(s) / labourer is engaged in the BHEL 's duty under the contract.</p> <p>The contractor shall make regular and full payment of wages/salaries including overtime/night halt allowance etc. as applicable as per rules in force and any other payments due to his employees/labourers and furnish necessary proof whenever required by BHEL.</p>	
21. INSURANCE POLICIES	<p>The Contractor shall at his own cost take insurance and maintain at all times until the close out of the Contract, insurance policies in respect of equipment and workmen engaged by him for providing services under this Contract.</p>	
22. TERMINATION OF THE CONTRACT	<p>BHEL reserves the right to terminate the Contract, at any stage during the period of the Contract based on the contractor's performance, by giving 30 days notice in writing.</p> <p>BHEL shall have the right to terminate this contract if:</p> <ol style="list-style-type: none"> 1. The contractor fails to provide services or contractual obligations in accordance with the SLA (Point No.25) 2. The contractor suspends the performance of all or part of the services, or 	

	<p>3.The contractor abandons the services, or</p> <p>4.Thecontractor becomes bankrupt or goes into receivership(or)liquidation or makes an assignment for the benefit of his creditors.</p> <p>In the event of termination of contract, the amount due to the Contractor as per contractual provisions after recovery of dues (from Contractor's pending invoices/ Security Deposit, as the case may be), shall be released to them.</p>	
23.	<p>ARBITRATION</p> <p>All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Contractor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and it's subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Tiruchirapalli as per the Guidelines of the Govt. of India.</p> <p>However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Contractor shall continue to do the work as per terms & conditions of Contract.</p>	
24.	<p>Amendment of bidding documents</p> <p>BHEL Trichy may at its sole discretion amend the Bidding Documents at any time prior to the deadline for submission of bids. However in case of such amendment, the bid submission date may be extended at the discretion of BHEL Trichy.</p> <p>Amendments made prior to submission of bid will be provided in the form of addenda / corrigendum to the bidding documents and will be posted only on the BHEL website (http://www.bhel.com&http://www.tenders.gov.in) in tender notification section. Hence the bidders are requested to visit the web pages regularly for updates.</p>	
25.	<p>Service Level Agreement</p> <p>a) Bidder shall be responsible for continuous and smoothe operations for the entire lease period.</p> <p><u>Downtime calculation for A0 LED printer, folder and other accessories.</u></p> <p>b) The supplier shall carry out proper maintenance of the hardware, after the commissioning, so as to ensure and provide a minimum of 97% uptime (Preventive Maintenance and non operation for want of consumables counted as downtime) of whole system consisting of main equipment and accessories on a monthly basis considering 8 hours operation per day. This figures has to be guaranteed and in the event of the system not performing to the guaranteed level, pro-rate reduction will be made in the rental. The supplier is to note that, in case of breakdown of any critical equipment, the prorated cut will also apply to all other hardware and peripherals affected by the breakdown.</p> <p>If the uptime for equipment / system falls below 95% continuously for 3 months, the system / equipment shall have to be replaced by the Vendor , without any extra charge. The supplier is to note that, in case of breakdown of any critical equipment, the prorated cut will also apply to all other hardware and peripherals affected by the breakdown. If the availability of the system or part there of is continuously below 75% over a period of 3 months, BHEL reserves the right to terminate the contract in full, without any cost implication.</p> <p>c) Maintenance and service shall cover services, repairs and replacements necessary to keep the hardware and software in good working conditions.</p> <p>d) Bidder shall maintain sufficient spares, in BHELTrichy & BHEL Piping Center to ensure immediate attention in case of break down.</p> <p>e) As the vendor is responsible for the supply of consumables/spares and non-availability due to want of consumables/spares will be treated as downtime.</p> <p>f) Any problem referred by the user department shall be attended to within 24 hours from the time of call. The vendor shall maintain sufficient stock of spares and consumables at BHEL premises.</p> <p>g) If the operation of the Printer is not satisfactory (Due to excessive wastage of paper, poor quality of copies / prints, wastage of paper due to miss feed) Printer shall be replaced within 3 days.</p> <p>h) Any complaint shall be resolved immediately and that at any point of time if any machine is down and a delay is anticipated in repairing, suitable temporary replacement Printer shall be provided for continuity of the service.</p>	
26.	<p>Confidentiality:</p> <ul style="list-style-type: none"> ➤ Vendor shall at all times undertake to maintain complete confidentiality of all information. Resident engineers and other connected people shall sign non-disclosure agreement format as specified in BHEL ISMS procedures. ➤ Successful bidder shall sign Bipartite Lease Agreement as per BHEL format. 	

27. Salient Terms and Conditions for the supply of A0 LED PRINTER

1. Point by point confirmation for the Technical Specification enclosed to be provided. Offers received without confirmation to our specification will be liable for rejection. If needed additional sheets shall be used.
2. The financial lease is for a period of five years and consists of fixed rental charges and variable AMC charges.
3. The fixed rental charges includes the following:
 - a. Design, Manufacture and testing at supplier's works
 - b. Packing, forwarding, transit insurance and transportation to BHEL's premises.
 - c. Installation and commissioning including transfer of data if any.
 - d. Insurance at BHEL premises.
 - e. All applicable taxes shall be included and individually specified
4. The fixed rental and AMC per linear meter are firm for the entire rental period and payable subject to availability clause as mentioned separately.
5. The bidder shall confirm to maintain the same printing charge per sheet during the five year rental period, if the total printing quantity exceeding over the approximate quantity for five years.
6. Arranging vehicle /manpower required for moving the equipment in BHEL premises till commissioning will be vendor's responsibility.
7. Expectations from Vendors
Vendor is required to give a total solution & services as per specifications enclosed. The full working of all IT Equipments and Services is the responsibility of the Vendor. In case any extra item is required for complete functioning of the system, the same must be quoted and included in the price. Initial supply of items shall include all consumables required for functioning of the hardware.
8. OEM/ their authorized business partner of the system offered must have registered offices and service centers in India. In case the vendor is a authorized business partner they should produce the necessary documentary evidence from the respective OEMs ensuring the back to back supply of equipment, spares consumables and service support for the total five year lease period.
9. NO ONE TIME CHARGES will be paid by BHEL (for rental scheme) either at the time of placement of order or on completion of installation.
10. BHEL reserves the right to retain or return the equipment at the end of the rental period. If BHEL decides to retain the equipment at the end of the lease period , the terminal value shall be Rs 1/-.(Rupee one only) .In case, BHEL decides not to retain the equipment at the end of rental period, dismantling and transportation of equipment from BHEL site is at supplier's cost.
11. The vendor shall undertake maintenance of A0 LED printer, On line Folder and its peripherals and other items covered by this order including up gradation of software packages supplied for entire rental period. The maintenance shall include all consumables required for printing except paper which shall be in the scope of BHEL.
12. If vendor is not OEM, Suitable back to back service agreement with OEM / Authorized Service Dealer shall be entered by vendor for the maintenance accordingly for the entire rental period and copy of the same shall be submitted to BHEL. Rental will start only after verification of the same.
13. AMC charges shall be quoted on per linear metre basis. AMC charges will be paid in arrears at end of quarter along with fixed rental charges. 5% on the linear meter reading will be reduced towards wastage while calculating the quarterly linear meter reading and in case the wastage is abnormal over and above the 5% norms then the actual wastages shall be deducted including the paper cost.

The printing scope includes appropriate folder function also ,hence the drawings printed and not properly folded will not be taken for linear meter accounting for calculation of AMC charges .Total linear metre for quarterly payment shall be as certified by End user department, which is final and binding.
14. The vendor shall post required number of resident engineers from OEM / Authorized Service Dealer, with sufficient stocks of spares and consumables to ensure stipulated availability, at BHEL Trichy & BHEL Piping Centre, who will take care of maintenance and oversee operation of the equipments covered under this order .Print job submission and operation will be done by BHEL personnel and vendor shall arrange training for them in operation of the system as and when required.
15. Rental period will start only after satisfactory installation and commissioning of equipment including all hardware and software products and after receipt of commissioning report by end user. The installation and commissioning certificate shall be jointly signed by the User Department's representative and the Vendor's representative. Quarterly rental charges (provided uptime as specified is maintained during the months) become payable at the end of each Quarter.

	<p>16. Lease payment will be made at the end of each quarter after 45 days from the issue of System Uptime Certificate and usage in terms of linear metre issued by the end user. The certificate will be issued by the end user within 4 days after submission of the invoices for the quarterly lease rental.</p> <p>17. The system offered must be capable of using the stationery generally available in India and the quality of paper shall not be reason for any downtime or malfunction of printer system.</p> <p>18. All the equipment supplied shall have proper closing (covers) to avoid insects or rats entering into the cabinet and damage any component.</p> <p>19. Only one 15 Amps power socket will be provided by BHEL.</p> <p>20. If the delivery is delayed due to reasons not attributable to BHEL, BHEL reserves the right to go for alternative procurement.</p> <p>21. All computer peripherals should be capable of working under Windows operating systems starting from Windows XP and including the latest Windows desktop/server operating systems those are released within the expiry of the rental contract. If BHEL wants to connect the peripherals to a future release of Windows operating system, the vendor may install it as soon as the drivers are available for free download.</p> <p>22. Vendor has to specifically verify that the offered products have no deviations from BHEL technical specification (As per annexure-I).</p> <p>23. Equipment offered shall be "New". Re-built / Re-conditioned / Used equipments will not be accepted. "Vendor shall submit certificates from OEM that all items supplied under this contract are brand new and not used elsewhere.</p> <p>24. The income tax depreciation will be claimed by BHEL.</p> <p>25. Training of BHEL end user personnel on configuration and proper usage during installation will be part of the contract.</p> <p>26. Insurance for the complete Systems/Goods shall be arranged by the Vendor at his own risk and cost throughout the period of lease. Purchaser/Lessee, under any circumstances, will not be responsible for any loss/damage/theft of any Systems/goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor. Evidence of insurance policy shall be submitted to BHEL. If the Vendor fails to renew the policy before the expiry, BHEL will effect the insurance from the lease rental.</p> <p>Confidentiality</p> <p>27. Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to BHEL and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract. Resident engineers and other connected people shall sign Non Disclosure Agreement format as specified under BHEL ISMS procedures.</p> <p>Subcontracting</p> <p>28. Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of BHEL which will not be unreasonably withheld.</p> <p>29. The tender shall be decided on the cumulative value considering the Rental, AMC & consumable charges for 20,00,000 linear meter printing during the total 5 year lease period</p> <p>30. The Linear Metre quantum is provided as an Estimate only. In case the quantum is exceeded during the contract period, the Service provider (Vendor) shall extend the AMC and Consumable supply at the same Linear Metre rate for the quantum exceeding the estimated quantum. Bidder to confirm the same</p> <p>31. At the end of lease period, if BHEL decides to retain the equipment vendor shall undertake AMC of the equipment at the rate per page cost for a minimum period of 2 years.</p> <p>32. If vendor is not OEM, suitable back to back service agreement with OEM / Authorized service Dealer shall be entered by Vendor for the maintenance accordingly for the entire rental period and copy of the same shall be submitted to BHEL. Rental will start only after verification of the same.</p> <p>33. Prices shall be quoted item wise only as per the model format enclosed for lease & outright purchase separately. An unpriced copy shall be submitted along with technical bid where in the applicable Taxes and Duties Shall be clearly specified</p> <p>34. Make, Model, Product No and Details of each Item must be mentioned clearly</p> <p>35. Incomplete offers will not be considered for further processing</p> <p>36. Fixed price: Prices quoted by the bidder shall be fixed and not subject to any escalation whatsoever during the period of bid validity and execution of the Purchase Order. A bid submitted with an adjustable price will be treated as non - responsive and rejected. Prices shall be written in words and figures. In the event of difference, the price in words shall be valid and binding. Unit prices shall be considered correct in the event of any</p>	
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	<p>discrepancy with regard to total price.</p> <p>37. BHEL reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract at any of BHEL projects / units.</p> <p>38. BHEL shall be at liberty to reject or accept any tender, part or in full, at their own discretion and any such action is not liable for any question or claim against BHEL.</p> <p>39. The bidder shall provide necessary, Test Certificates and Operating Maintenance Manuals etc., as called for in the Technical Specification, in the required number of copies at no extra cost.</p> <p>40. The Bidder shall arrange for boarding, lodging and logistics of onsite commissioning engineer and operations engineers.</p> <p>41. The quarterly leased rental payment will commence only after:</p> <ul style="list-style-type: none"> ➤ Successful commissioning of the actives and signing of commissioning certificate, and supply and installation of passives ➤ Signing of Bipartite Lease Agreement ➤ Proof of maintenance contract with OEM for the total duration of 5 years. 	
28. Company Details & Contact		
Full Address of the company:		
Company Email ID:		
Phone No.:		
Fax No		
Pan No		
CST /TIN No		
Service Tax No.		
Name of the contact person:		
Mobile No.:		
e-mail ID		
<p>For any queries / clarifications the bidders may contact us through our FAX NO. +91 431 2520719 or through e-mail <srchandran@bheltry.co.in></p>		

NOTE:-

- a) Your specific acceptance to our Payment terms, LD, Risk Purchase Clause & Submission of PBG for 10% of the order value are essential for consideration of your offer. Otherwise your offer is liable for rejection.
- b) **No row shall be left blank. Please indicate NA, in case the item is "not applicable"**

Declaration:-

We have gone through and understood the 'General guidelines & instructions to bidders for submitting offer' enclosed as a part of the Tender and confirm that our offer has been made in line with the same.

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

Name:

Designation:

Department:

(PLEASE AFFIX YOUR SIGNATURE WITH SEAL ON EACH PAGE)

(AFFIX OFFICIAL SEAL HERE)

Signature with date:

ELIGIBILITY CRITERIA FOR BIDDERS (A0 LED PRINTER)**ANNEXURE-C**

ENQ.NO.2651200026 DT:14.06.12

'Bidder' means the Original Equipment Manufacturer / System Integrator who is offering the equipment for this tender.

'OEM' means the Original Equipment Manufacturer whose equipment is being offered by themselves or System Integrator for this tender.

The Bidder shall fulfil the following eligibility criteria, and copies of necessary documents shall be submitted for evidence.

Sl no.	Description	Vendor Conformance (YES/NO)
1	The Bidder should be in the A0 LED Printer Business, involving supply and maintenance printers. PO copies Should be enclosed. Only Printer OEMs and their authorized sales-cum-service dealers in India shall be eligible to quote	
2	One bidder shall represent only one OEM.OEM or Bidder shall have spare depot preferably in Bengaluru/Chennai or in Tamilnadu for the OEM components to provide quick after sales support.	
3	Bidder/OEM should have implemented at least Two Nos. of A0 LED Printer service contracts with atleast one printer meeting the technical specification of the current tender during the last two years . PO copies and Commissioning certificates from the customers should be enclosed. All customer references shall clearly indicate the e-mail id, Mobile and office phone numbers of customer contact	
4	The Bidder should have Registered and Incorporated office in India for last 3 years. Alliance/liaison office in India shall not be accepted.	
5	Bidder and OEM should have a clean track record, i.e. the Bidder / OEM should not have been blacklisted by any PSU/Govt./Quasi Govt./Govt. Undertaking companies in India during the last three years. To this effect, a declaration should be given by the bidder.	
6	The Bidder not being OEM,should have highest level of partnership (LikePlatinum / Gold / Premium etc.) with the OEM of the proposed equipment. Copy of the partnership document should be enclosed.	
7	All equipments should be from the same OEM. Mix and match with other OEMs is not allowed. The OEM shall confirm the support for the offered equipment for a period of seven years from the date of Tender opening.	
8	Bidder other than OEM should submit authorisation letter from OEM to quote on behalf of OEM for this tender.	

**Format for Submitting the Lease Price details of A0 LED Printer with Folder System under 5 yrs finance lease
BHEL, Tiruchy-14**

ANNEXURE-D

5Year Finance Lease Option (Quarterly Rental) (All values in Indian Rupees)											
PART-A	RENTAL CAHRGES										
	Sino	Item Description	Qty	Quarterly Principle rate per machine	Quarterly Interest in %.	Quarterly Interest value per machine	Service tax applicable on 10% of the quarterly intrest value /machine	% of Lease Tax (CST/VAT)	Quarterly Lease tax value per machine.	Total Quarterly Rental charge /Machine including Tax	Total quarterly rental charge for Total quantity including all taxes
		PART-A (Quarterly payment in arrear)	Q	A	B	C=BxA	D=Cx0.1 x0.1236	E	F=Ex(A+C)	G=A+C+D+F	H=GxQ
	1	Lease rental charges for A0 LED printer with folder & software (Each number for BHEL Trichy & BHEL Piping Centre, Chennai)	2								
		PART- A (TOTAL Value)						Netcash outflow for 5 years (Sum of Gx5x4)			
PART-B	Maintenance + Consumable Charge										
		ItemDescription	Qty	Approximate No. of Print (Linear Meter) / Quarter / Machine	Rate/Linear Meter/machine in Rs.(Excluding taxes)	% of Service Tax (or) any other taxes (clearly indicate the type of taxes)	Rate/Linear meter/machine including taxes	Rate per machine per Quarter	Charge per machine for five years	Total Value for Total Machine for five years	
		PART-B	Q	A	B	C	D=B+(Cx B)	E=DxA	F=5x4xE	G=FxQ	
	1	Maintenance Charge	2	100000							
	2	Consumable Cost (Toner + Developer Drumkit + other consumable)	2	100000							
	PAT-B (TOTAL value)					PART-B -Netcash outflow for 5 year					
TOTAL NETCASH OUTFLOW FOR TOTAL 5 YEARS				In Rs=((Part A + Part B)					In word is		

Format for Submitting the Outright Price details of A0 LED Pinteer wih Folder System
BHEL, Tiruchy-14

ANNEXURE-E

Outright Purchase (All values in Indian Rupees)										
PART-A	RENTAL CAHRGES									
	S/no	Item Description	Qty	Price per qty.with Std, warranty excluding taxes.	St.warranty period in no. of years	Specify % of taxes & duties	Tax value per quantity	Total l charge /Machine including Tax	Total value for Total quantity including all taxes	
		PART-A (Quarterly payment in arrear)	Q	A	B	C	D=CxA	E=A+D	F=ExQ	
	1	A0 LED printer with folder & software (Each number for BHEL Trichy & BHEL Piping Centre, Chennai)	2							
						PART- A (TOTAL Value)				
PART-B	Maintenance + Consumable Charge									
		ItemDescription	Qty	Approximte length of Print (Linear Meter) / Quarter / Machine	Rate/Linear Meter/machine in Rs.(Excluding taxes)	% of Service Tax (or) any other taxes (clearly indicate the type of taxes)	Rate/Linear meter/machine including taxes	Rate per machine per Quarter	Charge per machine for five years	Total Value for Total Machine for five years
		PART-B	Q	A	B	C	D=B+(Cx B)	E=DxA	F=5x4xE	G=FxQ
	1	Maintenance Charge	2	100000						
	2	Consumable Cost (Toner + Developer Drumkit + other consumable)	2	100000						
					PART-B -Netcash outflow for 5 year					
TOTAL NETCASH OUTFLOW FOR TOTAL 5 YEARS					In Rs=((Part A + Part B)					

Annexure-I

No Deviation Certificate
(To be given in bidder's letter head)


Ref: BHEL's Enquiry No. _____ Dated _____

It is Certified that the offered solution vide Enquiry No. _____ dated _____
_____ in response to BHEL's enquiry mentioned under reference has no Technical
deviation from the requirement of BHEL, Thirumayam given vide the Technical
Specification (Requirement).

Date:

Bidder's Signature with seal

Annexure-II

 BHEL - THIRUMAYAM	THIRD PARTY NON-DISCLOSURE AGREEMENT		Doc.No. : ISMS-04/TP/011
			Ver. No: 2.0 Rev. No: 00
	Date : 01 - 10 - 09		

THIRD PARTY NON-DISCLOSURE AGREEMENT

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

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL, Thirumayam Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

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

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

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

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

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

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

Name

Company

Signature

Annexure-III
Past Experience Of Similar Executed Projects

SL N O.	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	CONTRA CT VALUE	STARTI NG DATE	E-mail	Fax Number

SIGNATURE OF BIDDER : _____
NAME OF BIDDER : _____
COMPANY SEAL : _____