



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

**COVERING SHEET**

**Date of Publication: 30.01.2016**

Ref: OA\_REV\_PROCM /222/IT & S

Date: 30.01.2016

**Subject: DIGITAL SIGNATURE CERTIFICATES**

**Customer: BHEL – ISG, IT & S, Bangalore.**

**Tender Enquiry Ref.: 77/15/6265/NIL**

Please submit your lowest quotation in two parts subject to our Terms & Conditions for the tender referred above. The following documents can be downloaded from Websites: [www.bhelisg.com](http://www.bhelisg.com) or [www.bhel.com](http://www.bhel.com) or <http://tenders.gov.in> or [www.eprocure.gov.in](http://www.eprocure.gov.in)

**CONTENTS**

<b>Document Sl. No.</b>	<b>DESCRIPTION</b>
1.	Covering sheet (this sheet) and Notice Inviting Tender
2.	Scope of Work Technical specifications and Instructions & Guidelines to bidders- Annexure I
3.	Pre-Qualification Criteria For Bidders – Annexure II
4.	Commercial Terms & Conditions (CTC) – Annexure IV
5.	Deviation Format and Loading Factors Sheet- Annexure V
6.	Price Format & Un-Priced Format- Annexure VI
7.	Arbitration- Annexure VII

**Senior Manager**  
**Steel & Common MM Dept.**

**For Clarifications:**

**Technical - IT & S Department:** Mr.Ajeet Kumar Choudhary Ph.: 080-22184220 ([akc@bhelisg.com](mailto:akc@bhelisg.com))

**Commercial- Steel & Common MM Dept.:** Mrs. Regina Mary A, Ph.:080-22184528

([rma@bhelisg.com](mailto:rma@bhelisg.com))



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

Ref: OA\_REV\_PROCM/222/IT & S

**NOTICE INVITING TENDER**

<b>Sl. No.</b>		<b>Description</b>	<b>Date</b>
1	Tender Reference	77/15/6265/NIL	14.01.2016
2	Name of the work	DIGITAL SIGNATURE CERTIFICATES	-----
3	Last date and time for the receipt of completed tender	BEFORE 10:00 HOURS ON:	20.02.2016
4	Date and time for tender opening	<b>AT 11:00 HOURS ON:</b>	20.02.2016
5	Address of sending Completed tender	Tenders should be addressed to: <b>Mrs. Regina Mary A, Sr. Manager (Steel &amp; Common MM), Bharat Heavy Electricals Limited Industrial System Group, Prof. CNR Rao Circle, IISc. Post, Malleshwaram, Bangalore – 560 012.</b>	
	Submission of Completed tender	Tender Box kept in the reception area at: BHEL - Industrial System Group, Prof. CNR Rao Circle, IISc. Post, Malleshwaram, Bengaluru – 560 012	

**Note:** The bidder shall return the duly filled-in tender Documents after affixing signature and seal on all pages.

For & on behalf of BHEL – ISG



### **THIRD PARTY NON-DISCLOSURE AGREEMENT**

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

I warrant and agree as follows:

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

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

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

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

Dated at \_\_\_\_\_, this day of \_\_\_\_\_, 20 .

**Name/ Company/ Signature:**



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

**Electronic Funds Transfer (EFT) OR Pay link Direct Credit Form:**

**Electronic Funds Transfer (EFT) OR Pay link Direct  
Credit Form**

Please fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST (Tick one): \_\_\_\_\_ CREATE \_\_\_\_\_ CHANGE

BHEL Vendor / Supplier Code:		
Company Name :		
Permanent Account Number(PAN):		
Address		
City:	PINCODE:	STATE:
Contact Person(s)		
Telephone No:		
Fax No:		
e-mail id:		
SL NO	NAME	Description
1	Bank Name	
2	Bank Address	
3	Bank Telephone No	
4	Bank Account No:	



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

5	Account Type: Savings/Cash Credit	
6	9 Digit code Number of Bank and branch appearing on MICR cheque issued by Bank	
7	Bank swift Code(applicable for EFT only)	
8	Bank IFSC code(applicable for RTGS)	
9	Bank IFSC code(applicable for NEFT)	

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorize BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, ISG; Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Code

Company Seal

Telephone No. with STD



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

**Bank Certificate**

We certify that \_\_\_\_\_ has an Account No \_\_\_\_\_ with us  
and we confirm that the bank details given above are correct as per our records.

Date: (.....)

Place: Signature

---

Please return completed form along with **A BLANK CANCELLED CHEQUE OR PHOTOCOPY** thereof to:

**AGM – Steel & Common MM Dept.,**

Bharath Heavy Electricals Ltd., Industrial System Group,

Malleshwaram, Bengaluru - 560 012

In case of any Query, please call: 080-22184141 / 080-2218 4528 or fax no. 080-23562713



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

## **ANNEXURE-I**

# **Specification For Digital Signature Certificate**

### 1. Technical Specification & Scope

Madan Sharma  
(Engineer, IT&S)  
PREPARED & CHECKED BY

Ajeet Kumar Choudhary  
(Manager, IT&S)  
APPROVED BY



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

SECTION -1

Technical Specification & Scope

1. Supply and Support of Class 3 government organizational Digital Signature Certificate, Combo (Signature and encryption) PAN Encrypted with Two7 year validity with USB token as per the IT Act, India.
2. The Digital Signature Certificates to be delivered at BHEL ISG Bangalore Office.
3. Quantity: 200 No's

## 2. Pre-qualification criteria

The Vendor must be Licensed Certifying Authority (CA) From Controller for Certifying Authorities (CCA), Government Of India or Local Registration Authority (LRA) of Licensed CA's.



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

**ANNEXURE-II**

**Pre-qualification criteria**

The Vendor must be Licensed Certifying Authority (CA) From Controller for Certifying Authorities (CCA), Government Of India or Local Registration Authority (LRA) of Licensed CA's.



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

**ANNEXURE-IV**

**1.24. COMMERCIAL TERMS COMPLIANCE STATEMENT:**

Sl. No	Clause	Description	Agreed / Yes / No	Remarks if any
1	<b>PRICE</b>	FIRM, Basic price inclusive of packing and forwarding. CST / VAT and service tax are payable extra at actuals. If any other taxes or levies like octroi, entry tax etc. are to be paid, the same shall be reimbursed at actual on documentary evidence.		
2	<b>SALES TAX</b>	SALES TAX AND OTHER TAXES: 1) CST is Payable extra at actuals. Please indicate the percentage sales tax only. 2) If movement of items to the destination i.e. BHEL- ISG / EPD, Malleshwaram complex, Bangalore-12, is within your state, then please indicate the percentage of state sales tax applicable.		
3	<b>FREIGHT</b>	Items to be dispatched by road on freight prepaid and on door delivery basis. Consignee copy of LR to be sent with truck. Freight Charges to be indicated separately in price bid only. This will be reimbursed at actual against documentary proof (original of stamped receipt from transporter) limited to the amount indicated in the price bid.		
4	<b>TRANSIT INSURANCE</b>	By supplier.		
5	<b>TERMS OF PAYMENT</b>	100% payment within 30 days from date of receipt of DSCs at respective BHEL unit (ISG or EPD)		
6	<b>DELIVERY</b>	Delivery shall be within one week from the date of application after placement of LOI.		
7	<b>LIQUIDATED DAMAGES</b>	In the event of delay in agreed contractual delivery, LD/penalty @ 0.5% total order value (basic) per week of delay or part thereof, subject to a max. of 10% (ten percent) of total order value (basic).		
8	<b>ARBITRATION</b>	As per ANNEXURE-VII		
9	<b>RISK PURCHASE</b>	In case of default/ late delivery, purchaser reserves his right to make alternate arrangement /procurement at supplier's risk and cost. The		



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

Sl. No	Clause	Description	Agreed / Yes / No	Remarks if any
		actual		
		cost incurred for such purchases along with the departmental charges @ 15% will be recovered from the bidder.		
10	<b>VALIDITY OF OFFER</b>	30 days from due date of this enquiry. If revised price bids/Price impact (%) were sought due to revision in BOQ during technical scrutiny, then the revised price bid shall be valid for another 30 days from the due date of revised price bid.		
11	<b>QUANTITY VARIATION</b>	Prices shall be valid for ordering additional quantities up to 25% within delivery period of PO.		
12	<b>SSI UNIT</b>	Indicate whether MSME unit or not. Bidders who have registered under MSE's are required to submit valid registration/ownership certificate to avail the benefits as per the Micro, Small and Medium Enterprises Development Act 2006 and also the Government Notification Dated 23/03/2012. MSME's owned by SC/STs are also required to submit the necessary registration details to avail the benefits.		
13	<b>CONSIGNEE ADDRESS</b>	Shall be intimated later.		
14	<b>OTHER TERMS</b>	<p>Please submit your quotation as per our enquiry confirming all points in the item description otherwise your offer may be rejected.</p> <p>In case any deviation from BHEL requirement the same has to be clearly stated. In case the terms and conditions are not accepted your offer is likely to be rejected. Confirm terms &amp; conditions as per our requirement.</p> <p>Please take Xerox of the enclosed specification and indicate your confirmation for each point and enclose with the offer otherwise your offer may be rejected.</p> <p>Please submit your offer in two parts: Please super scribe the cover with the enquiry number and the due date.</p> <p><b>PART-1: TECHNICAL BID:</b> Please enclose this BHEL Commercial Terms &amp; Conditions accepting all the clauses with your technical offer</p>		



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

Sl. No	Clause	Description	Agreed / Yes / No	Remarks if any
		<p>along with duly completed BHEL un-priced price format in a separate sealed envelope and super scribe as technical bid. (Un price bid, with "Quoted" or "Not quoted" against each item, shall also be submitted along with the technical bid.) Otherwise your offer will be considered incomplete and will be rejected.</p> <p><b>PART-2: PRICE BID:</b> Please mention the price in the BHEL enclosed price format and enclose in a separate sealed envelope and super scribe as Price bid.</p> <p>a) Last day and time for submission of the tender: As per enquiry.</p> <p>b) Time of collection of tenders from the tender box by MM / Finance department: 2.30 PM and technical bids will be opened in public at 3.00 PM on the same day.</p> <p>c) Venue of tender opening: BHEL Committee room.</p> <p>d) Authorization letter is must to attend techno-commercial and price bid opening of the tender.</p> <p>e) If any column or row is not filled by the vendor, same shall be treated as accepted / included.</p>		
15	<b>OTHER TERMS</b>	<p><b>EVALUATION CRITERIA:</b> The "L1" bidder shall be evaluated based upon "Total cost to BHEL" inclusive of all taxes, duties and freight exclusive service tax.</p> <p><b>AMBIGUITY CLAUSE:</b> If any arithmetical error / discrepancy are observed in price bid in "individual item wise total", "Qty" or "grand total" then, actual computed figures based on unit rate quoted shall be considered for further evaluation. Where there is a discrepancy between amount stated in figures and amount stated in words, the amount stated in words shall prevail.</p>		
16	<b>REJECTION OF OFFER</b>	BHEL reserves the right to reject the offer, in case the bidders past performance in any of the BHEL's previous contract' is not found satisfactory.		
17	<b>LOADING FACTOR</b>	Any Deviation to BHEL Requirements mentioned under Commercial Terms & Conditions enclosed		



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

Sl. No	Clause	Description	Agreed / Yes / No	Remarks if any
		to the Enquiry shall be loaded while evaluating, comparison of prices and L1 will be derived. Basis for Loading will be as per the guide lines prescribed in the Loading Factor Sheet enclosed to the Enquiry. Acceptance of the vendor is must for this Clause, if not the same will be rejected.		
18	<b>ECS PAYMENT</b>	Payment will be made by e-payment only and for which the vendors are to provide the following information along with their offers in their letter head duly signed. Information to be provided: BANK NAME,BANK ADDRESS,BANK PHONE,IFSC CODE ( NEFT ),BANK ACCOUNT NO.,PAN NO.,SERVICE TAX NO.,TIN NO.,E-MAIL ID.		
19	<b>BILLS SUBMISSION</b>	1) All your invoices against our order are required to be sent in a sealed envelope addressed to: BHEL - ISG VENDOR BILLS BOX , BHEL – Industrial Systems Group , Opp. IISc, PROF. C N R RAO CIRCLE , MALLESWARAM , BANGALORE – 560 012 The envelope shall be super-scribed with Project Name / P.O No. / W.O No., and the Bill / Invoice numbers & Contact person. 2) Bills / invoices which are brought personally by vendors to ISG are to be dropped in the “BHEL- ISG vendor bills Box” kept near Tender Box at the Reception Office.		
20	<b>BANNED FIRMS</b>	The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site <a href="http://www.bhel.com">www.bhel.com</a> .		



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

### **IMPORTANT POINTS TO NOTE**

- 1. No Material will be despatched without written despatch clearance from BHEL-ISG (MM DEPT).**
- 2. All above columns are to be filled up; otherwise the offer is subject to rejection.**
- 3. No prices to be filled up in this format. All prices are to be filled up only in price bid including unit price if asked and upper limit of freight charges.**
- 4. Delivery with respect to technical specification and commercial terms and conditions, if any must be clearly mentioned in the "DEVIATION FORMAT" enclosed herewith. If required, please use additional sheet. If there is no Deviation, Please write same in the "DEVIATION FORMAT".**
- 5. The Commercial terms and conditions shall be given with Technical Bid. Non-acceptance of our Commercial terms may lead to rejection of your offer.**
- 6. During technical scrutiny, our Project Engg. Department may ask further clarification. The technical reply may be sent directly to the concerned person but additional price bid, if any due to technical changes must be sent in a separate sealed cover to Materials Management Department Only.**

**Supplier's Signature with Date:**

**Name :**

**Company Seal/Name :**



**ANNEXURE-V**

**DEVIATION FORMAT**

**TECHNICAL DEVIATIONS:**

Following are the DEVIATIONS from Enquiry specifications:

TECHNICAL SPECIFICATIONS				
Sl.No.	Page No.	Clause No.	Clause	Deviation
-----	-----	-----	-----	<b>NO DEVIATION IS ALLOWED</b>

**1.1 COMMERCIAL TERMS & CONDITIONS DEVIATIONS:**

Following are the DEVIATIONS from Enquiry Terms & Conditions

COMMERCIAL TERMS & CONDITIONS				
Sl.No.	Page No.	Clause No.	Clause	Deviation

**We confirm that all other clauses of Commercial terms & Conditions are fully acceptable.**

Signature/ Seal of the Bidder:



**LOADING FACTORS SHEET**

<b>Sl. No.</b>	<b>Commercial Terms</b>	<b>BHEL ISG Standard Terms</b>	<b>Deviation</b>	<b>Loading factor for Non-compliance of BHEL ISG standard term</b>
1.	<b>Terms of Payment</b>	100% payment within 30 days from date of receipt of DSCs at respective BHEL unit(ISG or EPD)	1.If demanded 100% payment on proof of dispatch(immediate)	1.(Base rate of SBI as applicable on the date of techno-commercial bid opening +6)/8)% of the total order value.
2	<b>LD/Penalty(common for indigenous/imported/HSS)</b>	In the event of delay in agreed contractual delivery, LD/Penalty @0.5% total order value (basic) per week of delay or part thereof, subject to a max. of 10%(ten percent ) of total order value(basic).	If not agreed	Loading shall be on order value to the extent not agreed by the bidder.

No deviation shall be allowed for the following clauses:

1. Price Basis.
2. Risk purchase



**ANNEXURE-VI**

PRICE FORMAT											
Enquiry no - 77/15/6265/NIL dt: 14.01.2016- Procurement of Digital signature certificates											
Sl. No.	Description of the Items/Equipments		Qty (A)	UOM	Unit Price (B)	Total Ex-works price (C=A*B)	VAT (D)	CST (E)	Any other taxes, if applicable (F)	Freight (G)	Total FOR destination Price (H=C+D+E+F+G)
1	Digital signature certificates Class-3 for e-procurement as per technical specifications	DSC+Encryption certificate	200	Nos							
		cryptographic token									

**Grand total for arriving at 'L1' status**

**Grand Total in words :**

Place:.....

(Name).....

(Designation).....

(Common Seal).....

**NOTE:**

1. Service tax applicable for ( DSC + Encryption certificate) shall be payable extra at actuals. Indicate present rate ----- %.

2. Taxes & duties are to be indicated separately.



**BHEL UN-PRICE FORMAT**

ENQ NO: 77/15/6265/NIL

ITEM DESCRIPTION: DIGITAL SIGNATURE CERTIFICATES

PROJECT: REVENUE PROCUREMENT –IT & SYSTEMS

UN-PRICE FORMAT											
Enquiry no - 77/15/6265/NIL dt:14.01.2016 - Procurement of Digital signature certificates											
sl. No.	Description of the Items/Equipments		Qty (A)	UOM	Unit Price (B)	Total Ex-works price (C=A*B)	VAT (D)	CST (E)	Any other taxes, if applicable (F)	Freight (G)	Total FOR destination Price (H=C+D+E+F+G)
1	Digital signature certificates Class-3 for e-procurement as per technical specifications	DSC+Encryption certificate	200	Nos							Quoted/Not Quoted
		cryptographic token									

**Grand total for arriving at 'L1' status**

**Grand Total in words :**

Place:.....

(Name).....

(Designation).....

(Common Seal).....

**NOTE:**

1. Service tax applicable for ( DSC + Encryption certificate) shall be payable extra at actuals. Indicate present rate ----- %.

2. Taxes & duties are to be indicated separately.



**Bharat Heavy Electricals Limited**  
Industrial Systems Group  
Malleshwaram, Bangalore – 560 012

## **ANNEXURE-VII**

### **ARBITRATION**

All questions and disputes/difference relating to the meaning of the specifications, design, drawings and instructions and or interpretation of the contract or its clauses and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawing, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration appointed by the Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL. The cases referred to arbitration shall be other than those for which the decision of the Dy. General Manager / Sr. Manager /Project Manager/Manager/Sr. Engineer/Engineer, is expressed in the contract to be final and conclusive. The arbitrator to whom the matter is originally referred being unable to act for any reason, Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL, shall appoint another person to act as sole arbitrator and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.

Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings.

It is a term of the contract that the party invoking arbitration shall specify the dispute or disputes including specifying the quantum of financial claim, if any, to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator (s) shall complete the entire arbitration and publish an award within a period of twelve months from the date the Tribunal enters upon the reference.

The parties to this arbitration agreement may before or at the time of invoking the Arbitration clause, may indicate in writing for FAST TRACK PROCEDURE wherein the Arbitrator shall pass an award within six months from the date the Tribunal enters upon the reference and to that effect, the Tribunal may dispense with any technical formalities and conduct the proceedings without oral hearing, subject to acceptance of such Fast Track procedure by other party.

The work under the Contract shall continue during the arbitration proceeding and no payment due to the Contractor shall be withheld on account of such proceedings.

The Arbitrator shall be deemed to have entered on the reference on the date one party issues notice to other party invoking arbitration clause under this. The Venue of arbitration shall be Bangalore and the language will be English only. The award of the arbitrator shall be final, conclusive and binding all parties to this contract. “