



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

COVERING SHEET

Ref: OA_REV_PROCM /219/IT & S

Date: 30.12.2015

Date of Publication: 30.12.2015

Subject: Printers on per copy basis for 2 years.

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

Tender Enquiry Ref.: 88/15/7017/RMA

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 or www.bhel.com or <http://tenders.gov.in> or www.eprocure.gov.in

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**Senior Manager
Steel & Common**

**MM Dept.
For Clarifications:**

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

Commercial- Steel & Common MM Dept.: Mrs. Regina Mary A, Ph.:080-22184528
(rma@bhelisg.com)



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Ref: OA_REV_PROCM/219/IT & S

NOTICE INVITING TENDER

Sl. No.		Description	Date
1	Tender Reference	88/15/7017/RMA	30.12.2015
2	Name of the work	Printers on per copy basis for 2 years.	-----
3	Last date and time for the receipt of completed tender	BEFORE 14.30 HOURS ON:	20.01.2016
4	Date and time for tender opening	AT 15:00 HOURS ON:	20.01.2016
5	Address of sending Completed tender	Tenders should be addressed to: Mrs. Regina Mary A, Sr. Manager (Steel & Common MM), Bharat Heavy Electricals Limited Industrial System Group, Prof. CNR Rao Circle, IISc. Post, Malleshwaram, Bangalore – 560 012.	
	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



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INDENT SPECIFICATION

FOR

Printers on per copy basis

Contents

Section I: Scope of Work

Section II: Technical Specifications.

Section III: Terms & Conditions of the Order

PREPARED BY

CHECKED BY

APPROVED BY

SECTION I: Scope of work & Specification

Scope of Work includes supply, maintenance and services of 16 Nos. Printers (as per specification stated below) on per copy basis. The service includes the following:



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- Resolution of service calls logged by BHEL against the printer.
- Servicing of the printer.
- Replacement of all Spares including plastic parts (no spares are excluded).
- Supplying all consumables of supplied printer except paper.

a. Quantity:

#	Type	Printer type	PPM	Quantity in nos.
1	Type 1	A4 size Duplex, Network printer	20 ppm or above	13 Nos.
2	Type 2	A3 size Duplex, Network printer	15 ppm or above	3 Nos.

**b. Period of contract: 2 (two) years from the date of acceptance of installation;
extendable further on mutual agreement.**

c. Technical Specifications of the Printers

Specification	Description
Type – 1	Black & White Multifunction Printer (Copy, Print, Scan)-A4
Total Qty	13 nos.
Brand	Any Reputed brand
Engine Speed	20 ppm or above A4 duplex
Technology	Laser
Type	Network, Duplex
Resolution	(1200 dpi) 300 x 300 dpi, 600 x 600 dpi or above
Size	A4
Printer memory	Minimum 1 GB RAM and expandable



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Warm up time	20 seconds or less from power on
Power Source	AC 220-240 V,50 Hz.
Counter	Must be available for monitoring the count which may be from Status Page/other utility/inbuilt counter
Paper to be used	60 -120 GSM
Noise (ISO 7779)	Printing \leq 70 dB(A) Standby \leq 30 dB(A)
Interface	Connection to LAN will be with RJ45, USB 2.0 or above ,fast Ethernet 10- base-T/100Base-Tx (Hi-Speed),USB Host Interface
Network card	100Base-T
Time to first page	10 seconds or less
Paper Sources	Standard Paper Drawers, Multi-Purpose tray
Copy Speed and Resolution	20 IPM,600 dpi or above
OS Compatibility	Windows XP/2003/Vista/2008/7/8/10
Scan Speed	20 IPM or above -- For Mono, 10 IPM or above– For Color
Scanning Functions	Scan to Folder, Scan to e-mail, Scan to USB
ADF Tray	YES
Locked Print function(No Print until user enters his/her appropriate password in printer)	YES
Specification	Description
Type - 2 (A3)	Black & White Multifunction Printer (Copy, Print, Scan)-A3 with Trolley or Stand
Total Qty	3 Nos.



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Brand	Any Reputed brand
Engine Speed	15 PPM or above
Technology	Laser
Type	Network, Duplex
Resolution	600 x 600 dpi or above
Size	A3 & A4
Printer memory	Minimum 1 GB RAM and expandable
Warm up time	20 seconds or less from power on
Power Source	AC 220-240 V,50 Hz.
Counter	Must be available for monitoring the count which may be from Status Page/other utility/inbuilt counter
Paper to be used	60-120 GSM
Noise (ISO 7779)	Printing \leq 70 dB(A) Standby \leq 40 dB(A)
Interface	Connection to LAN will be with RJ45, USB 2.0 or above ,fast Ethernet 10- base-T/100Base-Tx (Hi-Speed),USB Host Interface
Network card	100Base-T
Time to first page	10 seconds or less
Copier Resolution	600 dpi or above
OS Compatibility	Windows XP/2003/Vista/2008/7/8/10
Scanning Functions	Scan to Folder, Scan to e-mail, Scan to USB
Printer language	Standard PCI5e,PCL 6 ,XPS
ADF Tray	YES
Locked Print function(No Print until user enters his/her appropriate password in printer)	YES



Paper Tray	Separate trays for A3 and A4 and one Multipurpose Tray
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SECTION II: General Terms and Conditions

a. Consumables /Spares:

The vendor must keep sufficient amount of spares of toners at ISG as per the list shown below:

#	Type	Printer type	Toner Spare quantity
1	Type 1	A4 size Duplex Black & White Multifunction, Network printer	5 Nos.
2	Type 2	A3 size Duplex Black & White Multifunction, Network printer	2 Nos.

b. Operating Systems supported:

The printers must work in the network from Windows 8/10, Windows 7, Windows Vista and Windows XP clients. Printer & Scanner Drivers for all the operating systems mentioned above must be provided by the vendor.



c. Maintenance of printers:

1. The vendor must have a call centre for call logging complaints of BHEL-ISG. Call logging should be possible either through email or phone call. The email id and/or phone number will be used for logging complaints and request for consumables.
2. BHEL ISG will inform the complaints through Email/phone for which vendor will allot a complaint number that will be used for further references. The printer serial number will be provided as reference.
3. In case the issue cannot be resolved within 8 working Hours, a spare printer of the same or higher specifications shall be provided. Payment for spare printer will be done on the same rate as of the replaced printer. Spare printer should be of same or higher configuration and counter reading less than or equal to the counter reading of the defective printer.
4. Vendor/lesser shall be responsible for running the printers at the uptime of 99%. The deduction for downtime shall be calculated for the uptime below 99% of each printer.
5. The deduction time will be calculated monthly basis and will be deducted proportionally from the bill based on the downtime.
6. The support level required for the equipments mentioned shall be 9 hrs x 6 working days.
7. Vendor should submit the bill with downtime report certified by BHEL. Bill should clearly mention the Serial number of Printer, No. of pages printed, 98 % of pages Printed, rate, Amount , less Deduction, Applicable taxes, Total Amount, Work order Number.
8. Downtime shall include, but not limited to the following:
 - Machine does not switch on.
 - No display in the control panel.
 - Print or copy or scan function are not in usable condition.
 - Quality of the print/ copy / scan is not in acceptable/legible condition.
 - Any defect in printer part affecting the print/scan/copy feature.
9. The complaint calls should be closed only after receipt of the call completion report and confirmation by telephone/E-mail by us.
10. Any shifting of printers from one location to another must be done free of cost, power and networking points will be provided by BHEL.



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11. In case the printer cannot be repaired satisfactorily the printer will be replaced by a new printer.
12. Software will be provided by the vendor, which works in network (LAN) to centrally monitor the health of the printers on line. The minimum data required online is the percentage usage of toners, paper jam or offline, IP address, Total pages printed.
13. The printer should have an inbuilt page counter. The counter also must be visible on line at any time.
14. All the printers supplied and installed shall be NEW and confirming to the contract technical specifications. The certificate of newness is to be furnished at the time of installation.
15. Quality of printing should be new. If unsatisfied by user, printer to be changed immediately. Else it will be considered as downtime.

SECTION III: Commercial Terms & Conditions

1. The period of the contract is two years however BHEL shall reserve the right to terminate the contract, with one month's notice, at any time during the contract period, without assigning any reasons. In case of termination of contract by BHEL, any claim other than the cost of prints till the termination date will not be payable.
2. During the contract period BHEL reserves the right to add/remove printers with one month's notice. In case a printer is added/removed to/from the contract "Cumulative Minimum copies per month for all printers" will change accordingly.
3. The payment will be made monthly, on certification by IT & S group, as per the counter readings certified by BHEL, within Fifteen days from the date of submission of the invoice to BHEL.



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4. A rebate of 2% of the quantity printed should be allowed by the vendor as wastage charges for each printer. The same will be reduced from the no. of copies printed. Hence, 98% of the copies printed will be paid.
5. Delivery: Printers shall be delivered within 30 days from the date of LOA.
6. **Confidentiality:** Vendor/ Lessor and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the purchaser/ lessee 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.
7. **Non-Disclosure Agreement:** Non-Disclosure Agreement shall be signed as per BHEL format (copy enclosed) in Compliance to Information Security Management Systems.
8. The vendor has to take back the printers after completion of contract period.

ANNEXURE-II

1. PRE- QUALIFICATION CRITERIA

- 1.1. Bidder should be either Original Equipment Manufacturer or should be Authorized Dealer.

In case the bidder is a Dealer of the OEM, a valid certificate/Authorization Letter and Agreement copy (if any) by the OEM , clearly stating the relationship, guaranteeing support for offered components for a period of at least 5 years and authorizing the Partner to quote for this tender is to be furnished. The Certificate/ Authorization Letter specific to this tender must be issued by Authorized Representative of the OEM.

- 1.2. The Bidder should have Registered and Incorporated office in India for last 1 year. Alliance/liaison office in India shall not be accepted. The bidder should have an office at Bangalore.



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- 1.3. Bidder and OEM should have a clean track record, i.e. the bidder should not be under hold or blacklist by any of the BHEL units as on bid opening date. To this effect, a declaration should be given by the bidder
- 1.4. The Bidder's Average Annual financial turnover during the last 1 year, ending 31st March of the previous financial year, should be at least Rs.1 lakh. Documented proof shall be submitted.
- 1.5. The bidder should have experience in successfully executing similar works during last 7 years ending last day of month previous to the one in which applications are invited. The experience should be --- One similar completed works costing not less than the amount equal to Rs.1 Lakh

“Similar works” means Supply & installation of Projector/Display Units.

Note:

Document to be submitted:

- Proof of receipt of works .
- Proof for completion of works from customer.

Bidder shall provide customer references with number of equipment supplied including details such as: Name of the unit/company, Name of the contact person; Address/e-mail id, Mobile and Office phone of contact person.

ANNEXURE-III

1. GENERAL TERMS AND CONDITIONS:

1.1. SUBMISSION & OPENING OF BIDS: The offer shall be submitted in **Two parts** as follows in separate sealed envelopes

1.2. PART-I: Earnest Money Deposit (EMD):

Earnest Money Deposit (EMD) & Security deposit: Works costing More than 10 lacs & up to 20lacs is Rs. 40,000 /-.Security deposits will be collected from successful tenderer.The rate of Security deposit will be as below:

(a) Up to Rs. 10 lakhs : 10%

(b) Above Rs. 10 lakhs & up to 50 lakhs: 1 lakhs + 7.5 % of the amount exceeding Rs. 10

lakhs.

1.3. PART-II: PRICE BID:

1. Price bid containing PRICES only is to be submitted (in the enclosed Price Schedule format only). Prices shall be quoted in Indian Rupees only. Bidder has to give details of applicable Duties and Taxes.

2. **Price Bid should not contain any technical details and/or Commercial Terms**



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& Conditions as the same are supposed to be contained in **PART-I** only, so that the same can be evaluated before opening of Price Bid(s).

1.5 MARKING ON ENVELOPE: Part-I and Part-II offers shall be submitted in two separate envelopes with bidder's distinctive SEAL and super-scribed as follows.

PART – I:

- 1. TENDER ENQUIRY NUMBER AND ITEM DESCRIPTION**
- 2. DUE DATE OF OPENING**
- 3. "TECHNO-COMMERCIAL BID"**

PART – II:

- 1. TENDER ENQUIRY NUMBER AND ITEM DESCRIPTION**
- 2. DUE DATE OF OPENING**
- 3. "PRICE BID"**

1.6. Tenders should be addressed to:

**Mrs. Regina Mary A,
Sr. Manager (Steel & Common MM),
Bharat Heavy Electricals Limited,
Industrial System Group,
Prof. CNR Rao Circle, IISc. Post,
Malleswaram, Bangalore – 560 012.**

The full name and address of the bidder, the name of the work and date of opening should be indicated on the cover.

1.7. Tenders submitted by post should be sent by "**Registered Post with Acknowledgement Due**". These should be posted with due consideration for any delay in postal delivery. Tender received after the due date and time of opening of tenders is liable to be rejected.

1.8. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.

2. General Instructions and Guidelines:

2.1. The local address of the bidder, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number and FAX / E-mail address.

2.2. Bidder shall fill in all the required particulars in the format provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings attached there to before submitting tender.

2.3. Bidder shall not increase their quoted rates, once the bidder has submitted his quotation and during execution of the entire contract period in case his tender is accepted.



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- 2.4.** In case, bidder finds discrepancies or omissions in the drawings / specification / details attached to the tender documents or should be in doubt as to their meaning he should at once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.
- 2.5.** In the event of tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned.
- 2.6.** If after opening of tenders, a bidder revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the contract/order, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn.
- 2.7. Tenders are liable for rejection, If tender is:**
- a) conditional and unsigned
 - b) containing absurd rates and amounts
 - c) incomplete or otherwise considered defective
 - d) Not in accordance with the tender conditions.
 - e) Not submitted in the prescribed forms.
 - f) Received after due date and time (late offer).
 - g) Offers of the bidders who are in the banned list.
- 2.8.** If the bidder deliberately gives wrong information in his tender, BHEL reserve the right to reject such tenders at any stage. Further the bidder will be liable for any damage caused
- 2.9.** Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
- 2.10.** No correspondence will be entertained from the bidders after the opening of Price Bid(s).
- 2.11.** Unsolicited revised Price Bids shall not be entertained at any stage of the tendering Process and will lead to automatic disqualification of the party's bid.
- 3. PURCHASE FROM MSME:** Bidders who have registered under MSE's are required to submit valid registration / ownership certificate to avail the benefits as per Government Notification.



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MSE's owned by SC/ST's are also required to submit the necessary registration details to avail the benefits

4. RATES:

- 4.1.** Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, and installation.
- 4.2.** Rates are to be quoted as per Price Bid Format only providing details of prevailing rates of taxes and duties. Bidders, in their own interest, are requested to check up the different tax tariffs. After opening of Price Bid, no request for any change in rates/tariff due to above will be entertained.
- 4.3.** Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paisa with reference to each model.
- 4.4.** In quoting their rates, the bidders are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.

5. TENDER EVALUATION:

5.1. Stage-I: Evaluation of Technical & Commercial Bid:

- a) Only those Bidders who meet all the requirements as per Pre-Qualification Criteria (**Annexure-II**) for Bidders will be considered for further evaluation.
- b) Technical and commercial bid of the bidder shall be evaluated for acceptability of Technical offer, technical suitability and acceptance of technical and commercial terms.
- c) During the Technical Evaluation of the bid, clarification and queries requested by BHEL shall be responded to within the reasonable time in order to avoid delay in evaluation of technical bid. Failure to do so may result in rejection of the bid.

5.2. Stage –II: Evaluation of the Price Bid:

- a) Technically cleared offers only will be considered for price evaluation.
- b) Evaluation of the offer will be based on L1 of total cost to BHEL for the entire scope of work.
- c) The contract cannot be split and will be awarded to a single party for the total scope, based on the above evaluation.
- d) If there is a discrepancy between words and figures, the amount in words shall



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Prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (4.2.e.1) and (4.2.e.2) above.

- e) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid liable to be rejected.

6. ETHICAL STANDARD:

6.1. 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 vendor being considered for award has engaged in corrupt or fraudulent practices in competing for the contract. For the purposes of this provision, the terms set forth below are defined as follows: a) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in contract execution; and b) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the benefits of competition to BHEL. 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.

CTC

ANNEXURE-IV

1.1 DELIVERY & INSTALLATION:

- 1.1.1 The vendor shall be responsible for timely delivery, installation and commissioning of all the hardware/software given in the scope of supply at BHEL's premises.
- 1.1.2 Delivery period shall start from the date of placement of firm order.
- 1.1.3 Delivery Period : **3 weeks from the date of order/ LOI.**

1.7. PENALTY FOR LATE DELIVERY: Any delay in PO delivery will attract LD at 0.5% of the order value per week of delay and prorata for a part of week subject to maximum 5% of the total order value.

1.8. PAYMENT TERM:

- a) 90% payment against Original / Copy of LR and other despatch documents presented



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directly to us.

b) Balance 10% against receipted LR and submission of all technical documents as per P.O.

1.9. CONFIDENTIALITY:

Vendor/Lessor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser/Lessee and also of the Equipment, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract. A third party non-disclosure agreement has to be submitted by the Vendor as per the following sample format.



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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:



1.11 FORCE MAJEURE:

Vendor/Lessor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Vendor/Lessor to the Purchaser/Lessee within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

1.17 RISK PURCHASE:

Purchaser/Lessee shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Vendor/Lessor, either the whole or part of the Equipment/goods, which the Vendor/Lessor has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Vendor/Lessor would be liable to compensate the Purchaser/Lessee for any loss, which the Purchaser/Lessee may sustain by reason of such purchase. This clause will be operated only after completion of delivery period.

1.19 SUB-CONTRACTING:

Order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the Purchaser/ Lessee which will not be unreasonably withheld.

1.20 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 :	



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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:	
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,



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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:

Telephone No. with

STD Code

Company Seal

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



ANNEXURE-IV

1.24. COMMERCIAL TERMS COMPLIANCE STATEMENT:

Sl. No.	Description	Agreed / Yes / No	Remarks if any
1	PRICE: FIRM, FOR SITE/DESTINATION inclusive of all applicable taxes, duties, levies, packing and forwarding and freight charges, insurance & handling charges etc.		
2	SALES TAX AND OTHER TAXES: To be included in the price. However, rate considered along with the amount included in the price to be indicated separately head wise in the price bid.		
3	EXCISE DUTY: To be included in the price. However rate considered along with the amount included in the price to be indicated separately head wise in the price bid. Excise duty shall be paid at actual (within PO delivery period) against submission of EDGP/Invoice cum EDGP. Transporters copy of EDGP/Invoice cum EDGP must be sent along with the consignment.		



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4	FREIGHT : Equipment to be despatched by road on freight prepaid and on door delivery basis. Consignee copy of LR to be sent with truck.		
5	TRANSIT INSURANCE: Will be arranged by vendor (Advance intimation to be given by supplier).		
6	TERMS OF PAYMENT: a) 90% payment against Original / Copy of LR and other despatch documents presented directly to us. b) Balance 10% against receipted LR and submission of all technical documents as per P.O.		
7	DELIVERY: To be supplied within 3 weeks of placement of order.		
8	LIQUIDATED DAMAGES: Any delay in PO delivery will attract LD at 0.5% of the order value per week of delay and prorata for a part of week subject to maximum 5% of the total order value.		
9	<p>Earnest Money Deposit (EMD) & Security deposit: Works costing More than 10 lacs & up to 20 lakhs is Rs. 40,000 /-. Security deposits will be collected from successful tenderer. The rate of Security deposit will be as below:</p> <p>(b) Up to Rs. 10 lakhs : 10%</p> <p>(b) Above Rs. 10 lakhs & up to 50 lakhs: 1 lakhs + 7.5 % of the amount exceeding Rs. 10 lakhs.</p>		
10	RISK PURCHASE: In case of default/ late delivery, purchaser reserves his right to make alternate arrangement / procurement at supplier's risk and cost.		



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11	VALIDITY OF OFFER: 90 days from the date of technical bid opening		
12	CONSIGNEE ADDRESS: MANAGER (IT & S) BHEL ISG, PROF. CNR RAO CIRCLE, OPPOSITE IISC POST OFFICE MALLESWARAM. BANGALORE-560012 KARNATAKA, INDIA. PH: 080-2218-4220		
13	<p>OTHER TERMS:</p> <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 requirements the same has to be clearly stated.</p> <p>In case the terms and conditions are not accepted, your offer is likely to be rejected. Confirm terms and conditions as per our requirement.</p> <p>Please take xerox of the enclosed specification and indicate your confirmation for each points otherwise your offer may be rejected.</p> <p>Please submit your offer in two parts:</p> <p>Please super scribe the cover with the enquiry number and the due date.</p> <p>PART-1: TECHNICAL BID: Please enclose this BHEL Commercial terms and conditions accepting all the clauses with your technical offer along with duly completed BHEL Un-Priced format in a separate sealed envelope and super scribe as technical bid (Un-Priced bid shall also be submitted along with the technical bid) otherwise your offer will be considered incomplete and will be rejected.</p> <p>PART-2: PRICE BID: Please mention price in BHEL enclosed price format and enclose in a separate sealed envelope and superscribe as Price bid.</p> <p>a) Last day and time for submission of the tender 20.01.2016 by 2 PM</p> <p>b) Time of the collection of tender from the tender box by MM / FINANCE department: 2-30 PM and technical bids will be opened in public at 3 PM on the same day.</p>		



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	<p>c) Venue of the tender opening: BHEL, ISG COMMITTEE ROOM.</p> <p>d) Authorisation letter is a must to attend techno commercial and price bid opening of the tender.</p>		
16	<p>REJECTION OF OFFER: 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.</p>		
17	<p>LOADING FACTOR: Any Deviation to BHEL Requirements mentioned under Commercial Terms & Conditions enclosed 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.</p>		
18	<p>ECS PAYMENT: Payment will be made by e-payment only and for which the vendors are to submit the NEFT mandate format filled along with their offer 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.</p>		



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19	<p>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.</p> <p>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.</p>		
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ANNEXURE-V

LOADING FACTORS SHEET

Sl. No.	Commercial Terms	BHEL ISG Standard Terms	Deviation	Loading factor for Non-compliance of BHEL ISG standard term
1.	LD/Penalty for late delivery:	<p>Delivery period shall start from the date of placement of firm order.</p> <p>i) Delivery Period: Eight (8) weeks from the date of order/ LOI.</p> <p>ii) Installation Period is two weeks from date of delivery.</p>	If not agreed	For the delay in agreed contractual delivery, LD/Penalty shall be levied at the rate of 0.5% per week subject to maximum of 5 % of the total lease rent for the entire lease period for the equipment(s) not delivered in time as per delivery schedule.

No deviation shall be allowed for the following clauses:

1. Warranty and Maintenance
2. EMD & Security deposit.
3. Risk purchase



DEVIATION FORMAT

TECHNICAL DEVIATIONS:

Following are the DEVIATIONS from Enquiry specifications:

TECHNICAL SPECIFICATIONS				
Sl.No.	Page No.	Clause No.	Clause	Deviation
-----	-----	-----	-----	NO DEVIATION IS ALLOWED

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:



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ANNEXURE –VI

BHEL PRICE FORMAT

ENQ NO: 88/15/7017/RMA

ITEM DESCRIPTION: PRINTER ON PER COPY BASIS FOR 2
YEARS

PROJECT: BHEL ISG / IT & S

SL	ITEM DESCRIPTION	NO OF UNIT	MODEL NO	UNIT PRICE *	TOTAL PRICE FOR L1 EVALUATION
1	A4 SIZE DUPLEX ,NETWORK PRINTER(MULTIFUNCTION) 20 PPM OR ABOVE- A4 TRAY ONLY - WITH INTERLOCK FACILITY	13 Nos			
2	A3 SIZE DUPLEX ,NETWORK PRINTER(MULTIFUNCTION) 15 PPM OR ABOVE- BOTH A3 & A4 TRAY AVAILABILITY- WITH INTERLOCK FACILITY	3 Nos.			
	Total price all inclusive				

*The unit price should be inclusive of all ED, VAT/CST, Freight, Service tax etc

NOTE: The bidder will not be allowed to change price after final submission of bid.

Total price all inclusive (for arriving at L1 vendor) in words in Rs.-----

Name & signature of
the Vendor:

Contact number:

Company seal:



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BHEL UN-PRICE FORMAT

ENQ NO: 88/15/7017/RMA

ITEM DESCRIPTION: PRINTER ON PER COPY BASIS FOR 2 YEARS

PROJECT: BHEL ISG / IT & S

SL	ITEM DESCRIPTION	NO OF UNIT	TOTAL PRICE	
1	A4 SIZE DUPLEX ,NETWORK PRINTER(MULTIFUNCTION) 20 PPM OR ABOVE- A4 TRAY ONLY - WITH INTERLOCK FACILITY	13 Nos	QUOTED /	NOT QUOTED
2	A3 SIZE DUPLEX ,NETWORK PRINTER(MULTIFUNCTION) 15 PPM OR ABOVE- BOTH A3 & A4 TRAY AVAILABILITY- WITH INTERLOCK FACILITY	3 Nos.	QUOTED /	NOT QUOTED
	Total price all inclusive			

*The unit price should be inclusive of all ED, VAT/CST, Freight, Service tax etc

NOTE: The bidder will not be allowed to change price after final submission of bid.

Total price all inclusive (for arriving at L1 vendor) in words in Rs.-----

Name & signature of the

Vendor:

Contact number:

Company seal:



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Annexure VII

ARBITRATION

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions hereinbefore mentioned 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 of 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 and if such Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL is unable to or unwilling to act, as the sole arbitrator, such dispute will be referred to the sole arbitration of some other person 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 who is willing to act as such arbitrator. 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. There will be no objection, if the arbitrator so appointed is an employee of BHEL and that he had expressed views on all or any of the matters in dispute or difference. The arbitrator to whom the matter is originally referred being transferred by vacating his office or being unable to act for any reason, such Chairman & Managing Director/Executive Director (Incharge of the Unit) / General Manager (Incharge of the Unit) / concerned Additional General Manager of the Unit of BHEL as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as sole arbitrator in accordance with the terms of the contract, 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) may from time to time with consent of the parties enlarge the time, for making and publishing the award.

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. Further, no coercive action should be taken by the parties under the dispute during the arbitral 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.