



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

COVERING SHEET

Ref: 77/15/6215/NIL/PROJECTOR

Date: 16.12.2015

Date of Publication: 17.12.2015

Subject: Supply & Installation of LED / LASER hybrid projector.

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

Tender Enquiry Ref.: 77/15/6215/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.bhelisq.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@bhelisq.com)
Commercial- Steel & Common MM Dept.: Mrs. Regina Mary A, Ph.:080-22184528
(rma@bhelisq.com)



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NOTICE INVITING TENDER

Sl. No.		Description	Date
1	Tender Reference	77/15/6215/NIL/PROJECTOR	17.12.2015
2	Name of the work	Supply & Installation of LED / LASER hybrid projector	-----
3	Last date and time for the receipt of completed tender	BEFORE 14.30 HOURS ON:	28.12.2015
4	Date and time for tender opening	AT 15:00 HOURS ON:	28.12.2015
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



ANNEXURE-I
SECTION A: Scope of work

#	ITEMS	QUANTITY
1	Supply and Installation of LED/Laser Hybrid Projector (Detailed Specification as Below) with ceiling Mounting Kit	2
2	20 Mtr. VGA cable	3
3	20 Mtr. HDMI Cable	3
4	20 Mtrs- Power cable for projector	2

The Scope includes supplying, installation, commissioning and hands on training with user manual of the equipments, software and cabling required for the same at ISG Bangalore Office.

SECTION B: Technical Specification:

B.1 Supply and Installation of LED/Laser Hybrid Projector at ISG Bangalore – 2 No's

#	Description	
1	Native Resolution	XGA(1024x768) or better
2	Brightness	3000 Lumens or above
3	Contrast ratio	1500:1 or above
4	Projection Zoom lens	1.5 X optical ZOOM or higher
5	Light Source	LED / Laser hybrid
6	Screen Size	18 inch - 30 inch
7	Projection Range	Minimum 0.8 to 5m or higher
8	Video Signal	Input HDMI/VGA/USB/S Video/Component In (Y, Pb, Pr)
9	Weight	<= 4Kg



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10	Audio	Yes
11	Input / Output terminals	HDMI, VGA, USB Type A(PC-less display, Wireless) 3.5mm composite video/Stereo audio in
12	Power Supply	AC 100 to 240V, 50/60 Hz.
13	Power Consumption	<270W
14	Operating Environment	5-35°C
15	Wireless Connectivity	Wireless connection Software with USB Dongle which is compatible for wireless presentation
16	Accessories	Remote control x 2 , Battery x 4, User Guide(CD-ROM) x 2, Carrying case x 2, wireless dongle x 2, Required ceiling mounting to be supplied
17	Warranty	OEM Warranty (labour, parts, on-site) for the entire contract period. Warranty on Lamp/Light Source will be 10,000 working hours or 5 Years whichever is early.

SECTION C: Terms & Conditions

1. Applicable Taxes & Duties: Taxes & duties shall be paid at the prevailing rates. The bill/invoice shall contain the detailed break-up of Taxes & duties.
2. Supply Condition:
All equipment supplied and installed should be new and under warranty for five years.
3. Delivery: Delivery to be done within 3 weeks of placement of order.
4. Delivery Location:

Manager(IT&S)

Bharat Heavy Electricals Limited
Industrial Systems Group

Prof. CNR Rao Circle, Opposite IISc Post Office
Malleshwaram, BANGALORE - 560012
KARNATAKA, INDIA.Ph:080-22184220

5. Warranty and Maintenance
 - a) Vendor should provide five year onsite support and warranty for the quoted product from the date of successful installation. The vendor should have back to back support from the OEM of the Projector System provided.



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- b) The Warranty and maintenance should be comprehensive with spares and labour. The maintenance will be inclusive of replacement of all defective components during the warranty period and shall include all plastic and rubber parts also.
 - c) Vendor should provide call logging numbers with escalation matrix for logging complains.
 - d) Vendor must attend complaints within 24 Hrs of logging complaint.
 - e) Preventive maintenance to be done once in a year.
6. Force Majeure - If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the 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 the contract nor shall either party have any such non performance in whole or part of any obligations under the 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/services to the purchaser if required of any supporting evidence. Any waiver of time in respect of partial installment shall not be deemed to be a waiver of time in respect of remaining deliveries/services.
7. Arbitration – ANNEXURE-VII



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.

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.



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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: PBG - Performance Bank Guarantee & Techno-Commercial Bid:

PBG-Performance Bank Guarantee:

PBG for 10% of order value is to be submitted by successful vendor and kept valid up to the guarantee period with a claim period of 3 Months more than the Guarantee Period. This BG is to be submitted along with First Invoice or earlier by successful vendor from the list of BHEL consortium banks only as enclosed. PBG format and guidelines for submitting PBG are enclosed in "Annexure - PBG". PBG should come directly through bank only to us. BGs to be submitted directly by the issuing bank to 'Sr. Manager / Steel & Common MM'.

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 & 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,
Malleshwaram, Bangalore – 560 012.**

The full name and address of the bidder, the name of the work and date of opening



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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.
- 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).



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- 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. 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:**



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- 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 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.

f)

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

Ref: 77/15/6215/NIL/PROJECTOR

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

1.9. WARRANTY & MAINTENANCE:

- a) The warranty and maintenance of equipment shall be undertaken for **Five years from the date of installation**. The warranty and maintenance will be comprehensive with spares, labour and consumables. The maintenance will be inclusive of replacement of all defective components during the warranty period. The defective component may be permitted out of BHEL premises with BHEL's permission.
Preventive maintenance is to be carried out once in a year.

1.10. 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



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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.



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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.

1.18 ARBITRATION:

All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Vendor 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 its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Bangalore as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Vendor shall continue to do the work as per terms & conditions of Contract.

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



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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:	
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)	



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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:

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



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

ANNEXURE-IV

Ref: 77/15/6215/NIL/PROJECTOR

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.		



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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.		
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.		



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9	<p>PBG: PBG for 10% of order value is to be submitted by successful vendor and kept valid up to the guarantee period with a claim period of 3 Months more than the Guarantee Period. This BG is to be submitted along with First Invoice or earlier by successful vendor from the list of BHEL consortium banks only as enclosed. PBG format and guidelines for submitting PBG are enclosed in "Annexure - PBG". PBG should come directly through bank only to us.</p>		
10	<p>RISK PURCHASE: In case of default/ late delivery, purchaser reserves his right to make alternate arrangement / procurement at supplier's risk and cost.</p>		
11	<p>VALIDITY OF OFFER: 90 days from the date of technical bid opening</p>		
12	<p>CONSIGNEE ADDRESS: MANAGER (IT & S) BHEL ISG, PROF. CNR RAO CIRCLE, OPPOSITE IISC POST OFFICE MALLESWARAM. BANGALORE-560012 KARNATAKA, INDIA. PH: 080-2218-4220</p>		
13	<p>OTHER TERMS: Please submit your quotation as per our enquiry confirming all points in the item description, otherwise your offer may be rejected. In case any deviation from BHEL requirements 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 and conditions as per our requirement. Please take xerox of the enclosed specification and indicate your confirmation for each point otherwise your offer may be rejected. Please submit your offer in two parts: Please super scribe the cover with the enquiry number and the due date. PART-1: TECHNICAL BID: Please enclose this BHEL Commercial terms and conditions accepting all the</p>		



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	<p>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 28.12.'15 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> <p>c) Venue of the tender opening: BHEL, ISG COMMITTEE ROOM.</p> <p>d) Authorisation letter is a must to attend technical 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-I

Ref: 77/15/6215/NIL/PROJECTOR

“ANNEXURE – PBG”

PERFORMANCE BANK GUARANTEE SUBMISSION – GUIDELINES

Performance Bank Guarantee is to be submitted as per the following guidelines:

1.	Bank Guarantee as per BHEL consortium Banks is only acceptable. List of consortium Banks is enclosed.
2.	In case of Bank Guarantees issued by Non-Consortium PSU Banks the same are to be enforceable
3.	In case of BGs issued by Foreign Banks the same may be confirmed by our consortium bank in India.
4.	BGs to be submitted should be sent to BHEL-ISG Attention: Sr. Manager, Steel & Common MM Department directly by the issuing Bank under Registered post (AD). On receipt of the PBG the same will be preliminarily checked by the receiving officer and in case of any corrections, PBG will



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	be returned to the issuing Bank for necessary action.
5.	Bank Guarantee to be submitted in the prescribed format enclosed and shall be verbatim as per the format. Bank Guarantee shall be submitted on right value of stamp paper and for correct value of contract.
6.	Performance Bank Guarantee shall be extended within expiry dates wherever activities as per contract are not completed in all respects.
7.	In case of any contract amendment during contract period PBG shall be suitably amended.

Issued by: MM Dept.

Sheet 1 of 2

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List of consortium Bank

Sl.No.	Nationalised Banks & Public Sector Banks	Sl.No.	Foreign Banks
1.	Allhabad Bank	21.	CITI Bank
2.	Andhra Bank	22.	Deutsche Bank AG
3.	Bank of Barada	23.	HSBC
4.	Canara Bank	24.	Standard Chartered Bank
5.	Corporation Bank	25.	The Royal bank of Scotland N.V.
6.	Central Bank	26.	J.P. Morgan
7.	Indian Bank	Private Banks	
8.	Indian Overseas Bank	27.	Axis Bank
9.	Oriental Bank of Commerce	28.	The Federal Bank Limited
10.	Punjab National Bank	29.	HDFC



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11.	Punjab and Sind Bank		30.	Kotak Mahindra Bank
12.	State Bank of India		31.	ICICI
13.	State Bank of Hyderabad		32.	Indusind Bank
14.	Syndicate Bank		33.	Yes Bank
15.	State Bank of Travancore			
16.	UCO Bank			
17.	Union Bank of India			
18.	United bank of India			
19.	Vijaya Bank			
20.	IDBI Bank			

Sheet 2 of 2

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ANNEXURE-PBG

- Note: 1) To be executed in Rs 100/- Non-Judicial stamp paper.
2) To be submitted to MM Dept. directly by the Banker

PERFORMANCE GUARANTEE
(PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE made and executed on the _____ day of _____(month) _____(year), by the _____ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act/ constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at _____ (Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Industrial Systems Group Division at Malleshwaram, Bangalore-12 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):



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Whereas the company has placed an order on _____ (State the name of the Seller-company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under Purchase Order No _____ Dt _____.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order.

AND WHEREAS the Contract inter-alia provides that the SUPPLIER shall furnish to the Company a sum of Rs..... (Rupees.....) towards security deposit for due and faithful performance of the CONTRACT in the form and manner specified therein.

AND WHEREAS the SUPPLIER has approached the GUARANTOR and in consideration of the arrangement arrived at between the SUPPLIER and the GUARANTOR, the GUARANTOR has agreed to give the Guarantee as hereinafter mentioned in favour of the COMPANY.

NOW THIS DEED WITNESSES THAT in pursuance of the above said agreement, the guarantor hereby agrees and covenants with company is as follows :-

- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words) _____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said Purchase order by the supplier.
- 2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said Purchase order. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Supplier admits or denies.
- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said Purchase order are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order



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have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.

- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.
- 5) The guarantor undertakes not to revoke this guarantee during the period it is in force except with the previous consent of the COMPANY in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the SUPPLIER or the GUARANTOR shall not discharge the GUARANTOR's liability hereunder.
- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs_____. The guarantee shall be in force till its expiry on _____. Unless a demand is made on the guarantor within THREE months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

(Seal of the Bank to be affixed)

NOTE: NOT TO BE TYPED

1. A minimum of TWO Bank Official Signatories



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2. Signatories to sign on all pages of the Bank Guarantee
3. Any correction to be validated by the Banker Signatories.
4. One common e-mail ID of issuing branch and e-mail & contact no of at least one issuing official should be provided on PBG forwarding letter.

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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:	Delivery period shall start from the date of placement of firm order. i) Delivery Period: Eight (8) weeks from the date of order/ LOI. ii) Installation Period is two weeks from date of delivery.	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. Performance Bank Guarantee.
3. Risk purchase



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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



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

Signature/ Seal of the Bidder:

ANNEXURE –VI

BHEL PRICE FORMAT

ENQ NO: 77/15/6215/NIL DT: -----2015

ITEM DESCRIPTION: SUPPLY & INSTLLATION OF LED/LASER HYBRID PROJECTOR

PROJECT: BHEL ISG / IT & S

SL	ITEM DESCRIPTION	NO OF UNIT	UNIT PRICE *	Total price for L1 evaluation
1	SUPPLY OF LED/LASER HYBRID PROJECTOR WITH CEILING MOUNTING KIT	2 Nos.		



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2	20 MTR VGA CABLE	3 Nos.		
3	20 MTR HDMI CABLE	3 Nos.		
4	20 MTR POWER CABLE FOR PROJECTOR	2 Nos.		
5	INSTALLATION OF LED/LASER HYBRID PROJECTOR WITH CEILING MOUNTING KIT	2 Nos.		
	Total price all inclusive			

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

** 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:

BHEL UN PRICED FORMAT

ENQ NO: 77/15/6215/NIL DT: -----2015

ITEM DESCRIPTION: SUPPLY & INSTLLATION OF LED/LASER HYBRID PROJECTOR

PROJECT : CAPITAL PROCUREMENT IT & S

SL	ITEM DESCRIPTION	QTY	REMARKS
1	SUPPLY & INSTLLATION OF LED/LASER HYBRID PROJECTOR	2 Nos.	QUOTED/NOT QUOTED



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	WITH CEILING MOUNTING KIT		
2	20 MTR VGA CABLE	3 Nos.	QUOTED/NOT QUOTED
3	20 MTR HDMI CABLE	3 Nos.	QUOTED/NOT QUOTED
4	20 MTR POWER CABLE FOR PROJECTOR	2 Nos.	QUOTED/NOT QUOTED
		Tax @	
	Total price all inclusive		

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

Name & signature of the Vendor:

Contact number:

Company seal:

Note: Enclose

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) /



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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.