



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

COVERING SHEET

Date of Publication: 04.01.2016

Ref: OA_REV_PROCM /221/IT & S

Date: 07.01.2016

Subject: AMC OF VIDEO CONFERENCING EQUIPMENT

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

Tender Enquiry Ref.: 88/15/7018/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

CONTENTS

Document Sl. No.	DESCRIPTION
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)

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



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

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NOTICE INVITING TENDER

Sl. No.		Description	Date
1	Tender Reference	88/15/7018/RMA	04.01.2016
2	Name of the work	AMC OF VIDEO CONFERENCING EQUIPMENT.	-----
3	Last date and time for the receipt of completed tender	BEFORE 14.30 HOURS ON:	28.01.2016
4	Date and time for tender opening	AT 15:00 HOURS ON:	28.01.2016
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



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

ANNEXURE-I

CAMC OF VIDEO CONFERENCING EQUIPMENTS

Contents

Section I: Technical Specification & Scope

Section II: Terms & Conditions

Madan Sharma
PREPARED BY

Ajeet Kumar Choudhary
CHECKED & APPROVED BY



SECTION – I

Technical Specification & Scope

Video Conference Equipment Details:

SL. No.	Video Conference Equipment	Make	Location
1	TANDBERG EDGE 95 MXP VIDEO CONFERENCING EQUIPMENT	TANDBERG	Ground Floor Conference Room
2	LG DISPLAY 42 "- 2 Nos.	LG	Ground Floor Conference Room
3	POLYCOM VIDEO HDX 7000 SERIES CONFERENCING EQUIPMENT -1 No	POLYCOM	Ground Floor Conference Room
4	SAMSUNG MD 468 DISPLAY 42" - 1 No	SAMSUNG	Ground Floor Conference Room

The Scope of work includes the following:

The Contractor shall undertake the following preventive maintenance and breakdown maintenance service operations on the installed Video conference equipment under AMC.

Duration of Contract:

For Sl.No 1 & 2, the contract period shall be 01-Mar-16 to 28-Feb-17.

For Sl.No 3 & 4, the contract period shall be 15-Mar-16 to 14-Mar-17.

Preventive Maintenance:

1. During the period of contract, the contractor shall provide two scheduled preventive maintenance services per month.



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

2. The Contractor shall depute service person/ authorized representative to BHEL ISG twice in every month to check the performance of all the equipment covered under the AMC and also carry out the preventive maintenance and Health Check of the System.
3. The service engineers of the contractor will check and clean all the Video conference equipment included under this AMC and make necessary adjustments, if any are required to optimize performance and maximize uptime of the equipment. They will advise the owner regarding correct operation of the equipment. At the end of each visit, the Contractor shall give a proper maintenance service report to the representative of BHEL ISG.
4. Timings of visits for preventive maintenance checks shall be planned in advance and shall be intimated to BHEL ISG in advance at the assigned email id and duplicated by call, as mutually agreed upon.
5. At the time of undertaking preventive maintenance, the contractor shall ensure the following:
 - The service engineers are carrying all necessary tools and spares.
 - The Unit Area and the surroundings should be cleaned after the Servicing is completed.
 - Once the Servicing part or Preventive Maintenance is carried out, Job Slips should be completed, and submitted to the respective representative of BHEL ISG.

Breakdown Maintenance:

1. Besides the scheduled preventive maintenance visit, the Contractor shall provide additional unlimited corrective maintenance visit in the event of system breakdowns or any other exigency.
2. In the event of breakdown or malfunction of the Equipment, the Contractor shall attend to the call of BHEL ISG within 4 hours from the time breakdown call is logged and rectify the problem to ensure the minimum down time of the equipment, in which case the equipment shall be repaired and put back to operations.
3. The Contractor shall be liable to provide a stand by equipment (if required) of same capacity, if the scheduled equipment is not put back to operations within 24 hours.
4. The Contractor shall provide the job card/slip to the Location Facility Manager of BHEL ISG specifying the breakdown maintenance activity carried out and obtain a concurrence
5. All Critical / regular spares shall be made available on priority. The escalation Matrix for call escalation in case of a breakdown will be intimated to BHELISG before mobilising the AMC Contract. The change of phone numbers shall be mutually intimated by both the parties.
6. Any breakdown/damage arising out of falls, accidents, transportation or failure due to misuse or causes other than ordinary use shall not be covered under AMC

Spares & Materials



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

1. Defective parts discovered during maintenance can either be repaired or replaced by new or as new Parts. Spares replaced will be either of the same make or equivalent. The Contractor shall decide whether defective parts are to be replaced or repaired. The Contractor shall maintain a stock of spares. Parts removed and replaced shall be property of the Contractor.
2. Spares will be supplied by the Contractor as a part of service contract. These spares will be kept at the Contractor's regional office. Addition/deletions of these spares would be done by the Contractor if any, to ensure minimum down time.
3. Consumables such as batteries and mishandling of equipment are not covered in the scope of work.

Service Level Agreement (SLA)

1. The Contractor shall ensure that the system is working at optimal efficiency and regular preventive maintenance services are done to achieve this objective.
2. Any breakdown call shall be attended within 4 hours from the time of call being logged and the defective part shall be repaired/replaced and made operational within 24 hours from time breakdown call is logged.
3. The Contractor agrees to provide overall system uptime of 99.00% or higher calculated on quarterly basis as given below:-

$$\%Uptime = (Total\ Time - Downtime) \times 100 / Total\ Time$$

$$Total\ Time = No.\ of\ days\ in\ a\ Qtr \times 24$$

Down Time = Time during which is system is non-operational calculated from the time breakdown call is logged to the time when system is put back in operation

NON-PERFORMANCE PENALTIES:

In the event that the Contractor fails to achieve the agreed objective in terms of the Uptime, penalty, by way of deduction from the Quarterly charges payable to the Contractor for Maintenance, shall be imposed as given below:-

1% of the total quarterly contract value shall be deducted for every 0.5% or fraction thereof Downtime beyond the committed SLA of 99.00%.

If the Uptime as calculated above goes below 95% in any quarter or fails to maintained required uptime of 99.00% or more for consecutive two quarters, then it shall be treated as Non



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

Performance of the Contract.

SECTION - II

TERMS AND CONDITIONS

1. The vendor will be committed to provide an uptime of 98%.
2. **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.
3. **Non Disclosure Agreement:** Non Disclosure Agreement shall be signed as per BHEL format (copy enclosed) in Compliance to Information Security Management System.
4. **Working hours:** 8:00 AM to 5:06 PM (Monday to Friday)
8:00 AM to 13:00 PM (Saturday)
Persons will not be allowed to work after office hours.
5. Vendor should provide a 24X7 contact number (mobile/landline) to BHEL.
6. The CAMC for Video Conferencing Equipment mentioned under Section-I Details is for One Year.



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



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

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:



1.13 **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	



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

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, 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:

STD Code

Company Seal

Telephone No. with



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



ANNEXURE-IV

1.24. COMMERCIAL TERMS COMPLIANCE STATEMENT:

Sl. No.	Description	Agreed / Yes / No	Remarks if any
1	<p>PRICE BASIS: Firm till completion of job. The price shall be inclusive of WCT. Composite tax or Service tax along with CESS/VAT shall be paid extra at actual. Present rate shall be indicated. TDS shall be made for IT as per the act. Statutory variation during contract period on the specified taxes and duties considered in the price or imposition of new taxes / levies shall be reimbursed against documentary evidence.</p>		
2	<p>Payment Terms, mode of payment & method of measurement: 100% Quarterly payment at the end of the quarter shall be made within 15 days on submission of duly certified invoice by BHEL engineer. Payment will be released by EFT from Bangalore office only.</p>		
3	<p>CONTRACT SCHEDULE: Commencement: Commencement Shall be within 2 weeks from the date of Letter Of Award. Duration/Contract Schedule: One/two year(s) from the date of Commencement.</p>		



4	LIQUIDATED DAMAGES: In the event of breakdown of the system, during the period of the contract, complaints will be lodged either by e-mail or telephone. After attending to the complaint, the service engineer shall submit service report mentioning time of complaint, nature of breakdown and time of restoration of the system. These time stampings will be used as the basis for calculating Restoration Time of machine from the breakdown. In case of the down-time of the system is more than 8(eight) BHEL working hours, supplier shall make necessary arrangements either to provide identical stand-by system. In the event of down-time exceeding the above limit and/or supplier not fulfilling the alternate arrangement stipulated above, 2% of the invoice value per day up to a maximum of 10% shall be deducted from the supplier's bills for payment.		
	In the event of vendor not responding to our service calls leading to non-availability of equipment for use for seven BHEL-ISG working days, BHEL shall impose a penalty of the amount equal to the average of previous three months billed amount.		



5 SECURITY DEPOSIT:

Security deposit shall be furnished by the successful tenderer before the start of the work, in any of the following form:

- i) Cash (as permissible under the Income Tax Act)
- ii) Pay Order, Demand Draft in favour of BHEL.
- iii) Local cheques of scheduled banks, subject to realization.
- iv) Securities available from Post Offices such as National Savings Certificates, Kisan Vikas Patras etc.

(Certificates should be held in the name of Contractor furnishing the security and duly pledged in favour of BHEL and discharged on the back).

v) Fixed Deposit Receipt issued by Scheduled Banks/Public Financial Institutions as defined in the Companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharged on the back.

vi) Bank Guarantee from Scheduled Banks/Public Financial Institutions as defined in the Companies Act.

The Bank Guarantee format should have the approval of BHEL.

vii) Security deposit can also be recovered at the rate of 10% from the running bills. However in such cases at least 50% of the security deposit shall be collected before start of the work and the balance 50% may be recovered from the running bills.

viii) The security deposit shall not carry any interest.

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



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

	<p>Security deposit shall be refunded to the contractor after successful completion of the guarantee period.</p> <p>Rate of Security deposit – Up to Rs. 10 lakhs : 10% Above Rs. 10 lakhs upto Rs 50 lakh—1 Lakh+7.5% of amount exceeding Rs. 10 lakhs. Above Rs 50 lakhs-Rs 4 lakhs + 5% of the amount exceeding Rs 50 lakhs.</p> <p>The contractor shall forfeit their security deposit-cum-performance Guarantee in case the system is not able to meet the guarantee parameters due to the reasons attributable to the contractor without prejudice to BHELs rights elsewhere as per the contract.</p> <p>Security cum PBG shall be made from the list of BHEL consortium banks and as per BHEL prescribed format only.</p>		
6	<p>RISK & COST: As per the risk & Cost policy, if bidder fails to render the services, BHEL will get the job done at the risk and Cost of the bidder. The actual cost incurred for such jobs along with the <u>departmental charges @15% will be recovered.</u></p>		
7	<p>ARBITRATION: As per Annexure VII</p>		
8	<p>VALIDITY OF OFFER: 90 Days from the due date of this tender. In case revised price bids were sought / submitted by the vendor then the same shall be valid for a further period of 60 days from the due date of revised price bids.</p>		
9	<p>OTHERS-A Please submit your quotation as per our enquiry confirming all points in the item description otherwise your offer may be rejected.</p> <p>PART-1:TECHNICAL BID: Please enclose this BHEL Commercial Terms & Conditions accepting all the clauses, BHEL Unpriced format in a separate sealed envelop and superscribe as technical bid.(Un price bid shall also be submitted along with the technical bid.)</p>		



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

	<p>OTHERS-B</p> <p>PART-2: PRICE BID: Please mention the price in the BHEL enclosed price format and enclose in a separate sealed envelope.</p> <p>a) Last day and time for submission of the tender: 28.01.2016 by 2:00 PM.</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-ISG, Department: Steel & Common MM</p> <p>The contractor shall sign with company seal on all the tender documents as a token of acceptance. Any column or clause left un answered shall be treated as accepted.</p>		
10	<p>CONFIDENTIALITY:</p> <p>Contractor / Lessor / Service provider shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, manuals, results and any other company documents discussed and / or finalized during the course of execution the order / contract. A third party non-disclosure agreement has to be submitted in BHEL standard format, in Compliance to information Security Management Systems.</p>		
11	<p>NON DISCLOSURE AGREEMENT:</p> <p>Non disclosure agreement shall be signed as per BHEL format (copy enclosed) in compliance to information security management systems.</p> <p>Working Hours:</p> <p>08:00 AM To 05:06 PM (Monday TO Friday) 08:00 AM TO 13:00 PM (Saturday)</p> <p>Contact Person:</p> <p>Mr. Ranga Reddy K.V., Asst. Engr-GR-1/IT & S Ph:808-22184059 Mob:9535205939 Mr. Ajeet Kumar Choudhary, MGR/ IT & S Ph:080-22184220 Mob:9945440278</p>		

(Name, Signature with company seal, Contact No., of the contractor)



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

Note: Duly complete the remarks column and enclose along with your technical offer, otherwise offer will be rejected.

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:	In the event of delay in agreed contractual delivery, LD/Penalty @ 0.5% of 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 the order value to the extent not agreed by the bidder

No deviation shall be allowed for the following clauses:

1. Security deposit.
2. 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:



ANNEXURE –VI

AMC for 1 Year

BHEL PRICE FORMAT

ENQ NO: 88/15/7018/RMA
ITEM DESCRIPTION: AMC OF VIDEO CONFERENCING
EQUIPMENT
PROJECT: REVENUE PROCUREMENT- IT &
SYSTEMS

SL	ITEM DESCRIPTION	NO OF UNIT	BASIC PRICE	TAXES & DUTIES	TOTAL PRICE FOR L1 EVALUATION
1	AMC of Tandberg edge 95 MXP Video Conferencing Equipment	01 Nos.			
2	AMC of LG Display 42''	2 Nos.			
3	AMC of Polycom Video HDX 7000 Series Conferencing Equipment	1 Nos.			
4	AMC of Samsung MD 468 Disply 42''	1 Nos.			
	Total price all inclusive				

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.-----



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

Name & signature of the Vendor:

Contact number:

Company seal:

AMC for 1 Year

BHEL UN-PRICE FORMAT

ENQ NO: 88/15/7018/RMA

ITEM DESCRIPTION: AMC OF VIDEO CONFERENCING EQUIPMENT

PROJECT: REVENUE PROCUREMENT –IT & SYSTEMS

SL	ITEM DESCRIPTION	NO OF UNIT	TOTAL PRICE	
1	AMC of Tandberg edge 95 MXP Video Conferencing Equipmnet	01 Nos.	QUOTED /	NOT QUOTED
2	AMC of LG Display 42''	2 Nos.	QUOTED /	NOT QUOTED
3	AMC of Polycom Video HDX 7000 Series Conferencing Equipment	1 Nos.	QUOTED /	NOT QUOTED
4	AMC of Samsung MD 468 Disply 42''	1 Nos.	QUOTED/	NOT QUOTED
	Total price all inclusive		QUOTED/	NOT QUOTED

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:



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

ANNEXURE –VI

AMC for 2 Years

BHEL PRICE FORMAT

ENQ NO: 88/15/7018/RMA
ITEM DESCRIPTION: AMC OF VIDEO CONFERENCING
EQUIPMENT
PROJECT: REVENUE PROCUREMENT- IT &
SYSTEMS

SL	ITEM DESCRIPTION	NO OF UNIT	BASIC PRICE	TAXES & DUTIES	TOTAL PRICE FOR L1 EVALUATION
1	AMC of Tandberg edge 95 MXP Video Conferencing Equipment	01 Nos.			
2	AMC of LG Display 42''	2 Nos.			
3	AMC of Polycom Video HDX 7000 Series Conferencing Equipment	1 Nos.			
4	AMC of Samsung MD 468 Disply 42''	1 Nos.			
	Total price all inclusive				

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:



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

AMC for 2 Years

BHEL UN-PRICE FORMAT

ENQ NO: 88/15/7018/RMA

ITEM DESCRIPTION: AMC OF VIDEO CONFERENCING EQUIPMENT

PROJECT: REVENUE PROCUREMENT –IT & SYSTEMS

SL	ITEM DESCRIPTION	NO OF UNIT	TOTAL PRICE	
1	AMC of Tandberg edge 95 MXP Video Conferencing Euiipment	01 Nos.	QUOTED /	NOT QUOTED
2	AMC of LG Display 42''	2 Nos.	QUOTED /	NOT QUOTED
3	AMC of Polycom Video HDX 7000 Series Conferencing Equipment	1 Nos.	QUOTED /	NOT QUOTED
4	AMC of Samsung MD 468 Disply 42''	1 Nos.	QUOTED /	NOT QUOTED
	Total price all inclusive		QUOTED/	NOT QUOTED

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:



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

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.