

Date of Publication in Web Sites: 09.02.2016

Subject / Work : Hiring of Printers on “Per Copy” basis for 2 years period.

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

Tender Enquiry Ref.: 88/15/ 7024/ Printer/ 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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Sd/-

**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)

BHEL- ISG**NOTICE INVITING TENDER - NIT**

Ref: 88/15/ 7024/ Printer/ RMA

Sl. No.		Description	Date
1	Tender Reference	88/15/ 7024/ Printer/ RMA	09.02.2016
2	Name of the work	Hiring of Printers on per copy basis for (2) two years contract period.	-----
3	Last date and time for the receipt of completed tender	BEFORE 14.30 HOURS (2.30 PM) ON:	18.02.2016
4	Date and time for Part –I “Techno commercial” tender opening	AT 15:00 (03.00 PM) HOURS ON:	18.02.2016
5	Place of Tender Opening	BHEL-ISG, Tender Room.	
6	Date of Price Bid Opening	Offer of Only techno Commercially accepted vendors will be intimated later of price bid opening.	-----
7	Address for 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, Bangalore – 560 012	

Note: The bidder shall sign with company seal on all the tender documents as a token of acceptance. Any column or clause or page left un-answered shall be treated as accepted.

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

For & on behalf of BHE L – ISG

Sd/-
Senior Manager
Steel & Common MM Dept.

ANNEXURE - I

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/Contract

Sd/-
Ranga Reddy
(Asst. Engineer ,IT& S)

PREPARED BY:

Sd/-
Chandrika Kumar S
(Dy. Manager, IT & S)

CHECKED BY:

Sd/-
Ajeet Kumar Choudhary
(Manager, IT & S)

APPROVED BY:

SECTION I: Scope of work & Specification

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

- 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
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 Colour
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.
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 ≤ 70 dB(A) Standby ≤ 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

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:

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.

1. 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.
2. 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.
3. 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.
4. The deduction time will be calculated monthly basis and will be deducted proportionally from the bill based on the downtime.
5. The support level required for the equipments mentioned shall be 9 hrs x 6 working days.
6. 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.
7. 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.

8. The complaint calls should be closed only after receipt of the call completion report and confirmation by telephone/E-mail by us.
9. Any shifting of printers from one location to another must be done free of cost, power and networking points will be provided by BHEL.
10. In case the printer cannot be repaired satisfactorily the printer will be replaced by a new printer.
11. 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.
12. The printer should have an inbuilt page counter. The counter also must be visible on line at any time.
13. 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.
14. 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. 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.
4. **Delivery:** Printers shall be delivered within 30 days from the date of firm order.
5. **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.
6. **Non-Disclosure Agreement:** Non-Disclosure Agreement shall be signed as per BHEL format (copy enclosed) in Compliance to Information Security Management Systems.
7. The vendor has to take back the printers after completion of contract period.

ANNEXURE – II (PQC)

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 offer edcomponents for a period of at least 3years 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 3 years. Alliance/liaison office in India shall not be accepted. The bidder should have an office at Bangalore. Proof of the existence of the office must be, by way of producing a copy of the certificate/receipt of tax paid under Shops and Establishment Act.

- 1.3. Bidder and OEM should have a clean track record; i.e.the bidder should not be under hold or black list 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 turn over during the last 3 years, ending 31stMarch of the previous financial year, should be at least **Rs. 4.76 Lakhs**.

Certificate from bankers /chartered account and or IT return in this regard should be submitted along with the offer.

- 1.5. The bidder should have experience in successfully executing similar works, not necessarily on hiring/rental basis during last 7years ending last day of month previous to the one in which applications are invited. The experience should be either of the following:

- a. Three similar completed works costing not less than the amount equal to **Rs. 6.35 Lakhs**.
OR
- b. Two similar completed works costing not less than the amount e q u a l to **Rs 7.93 Lakhs**.
OR
- c. One similar completed work costing not less than the amount equal to **Rs 12.7 Lakhs**.

“Similar works” means hiring/rental/outright purchase of Network printers/Printers/Copier.

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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PQC

Important Notes to the Bidder:

- Any consortium or Joint ventures are not allowed.
- BHEL reserves the right to:
 - Accept or reject any bid received at its discretion without assigning any reasons whatsoever.
 - Postpone the scheduled date without assigning any reason whatsoever.
 - May ask for further qualification during techno commercial scrutiny of bids received and bidder will comply.
- BHEL- ISG reserves the right to assess the capabilities and capacity of the Bidder / Bidder's associates to perform the contract, should the circumstances warrant such assessment in the overall interest of the BHEL ISG.
- BHEL shall not be responsible for any delay, loss, damage for bids sent by post. BHEL shall not be liable for any expenses incurred by bidder in preparation of bid irrespective of whether it is accepted or not.
- If any bidder is black listed or put on hold by any of the BHEL units, such bidder will not be eligible for this tender and their bids shall not be accepted.

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.

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:

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Electronic Funds Transfer (EFT) Or Pay link Direct Credit FormPlease 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:	PIN CODE:	STATE:
Contact Person(s)		
Telephone No:		
Fax No:		
e-mail id:		

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

Date:

Authorised Signatory:

Designation:

Code

Company Seal

Telephone No. with STD

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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

COMMERCIAL TERMS CONDITIONS (CTC)

SL NO	CLAUSE	BHEL'S REQUIREMENT	ACCEPTANCE / REMARKS
1	PRICE BASIS	Firm, till completion of contract. The price shall be inclusive of WCT, Composite tax or service tax etc shall be paid extra at actual as applicable. 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.	
2	INSURANCE	Will be arranged by vendor (Advance intimation to be given by supplier).	
3	TERMS OF PAYMENT	Billing shall be done for 98% of the total copies taken and remaining 2% shall be accounted as wastage. Payment shall be made within 15 days on submission of duly certified invoice by BHEL Engineer (verified meter reading by BHEL engineer), monthly on meter reading basis after completion of each month. Billing cycle will be from 1st of the month to the last day of the month. Meter reading will be taken on last working day of each month and be verified by BHEL Engineer. Payment will be released by EFT from Bangalore.	
4	CONTRACT SCHEDULE	Duration / Contract schedule: Two years from the date of Completion of Supply and successful installation of complete supply. The contract schedule shall be extendable further on mutual agreement.	
5	RISK & COST	As per the risk & cost policy, if bidder fails to execute the contract / render the services, BHEL will get the job done at the risk & cost of the bidder. The actual cost incurred for such jobs along with the departmental <u>charges @ 15% will be recovered.</u>	

6	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.	
7	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.	
8	VALIDITY OF OFFER:	90 days from the date of technical bid opening	
9	ARBITRATION	Annexure - V	
10	LIQUIDATED DAMAGES	(a) <u>Breakdown / Maintenance</u>: In the event of breakdown of the machine, during the period of 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 printer. These time stampings will be used as the basis for calculating restoration time of the printers from breakdown. (b) In case of the down time of the printer is more than 8(eight) BHEL working hours, supplier shall make necessary arrangements either to provide identical stand by machine or arrange for getting the pending works of the printer/printers of similar quality from elsewhere at his own cost and deliver the same at our office. (c) 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 equipments 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. (d) LD / Penalty for deviation in keeping Uptime of 99%: Please refer tech specification also. (e) Installation & commissioning: 05% per week of delay from the cutoff date of supply, installation and commissioning as per the above schedule limited to 5% of the total work order value.	

11	EARNEST MONEY DEPOSIT- EMD	An amount of Rs. 40,000/- only as EMD shall be deposited. All EMD amount to be remitted to BHEL a/c with following details And copy of receipt as proof of remittance to be enclosed in the offers. NAME OF THE SITE /DIVISION : BHEL ISG NAME OF THE BANK : ICICI BANK LTD BRANCH : ICICI BANK TOWER, # 1, COMMISSARIAT ROAD, BANGALORE – 560025 PHONE NO OF BANK : 022-28308110 BRANCH CODE : 0002 BRANCH IFSC CODE : ICIC00000002 ACCOUNT NO. : 000205003783 Offer shall be liable for rejection, in case no EMD as above is not remitted to BHEL A/c, Proof of Remittance to be enclosed along with the Technical Bid. The 'EMD' by the tenderer will be forfeited if – - After opening the tender, the tenderer revokes his tender within the validity period or increases his earlier quoted rates. - The tenderer does not commence work within a period as per the LOI / Contract. In case the LOI/contract is silent in this regard then within 15 days after award of contract. The EMD shall be returned to unsuccessful bidders within 15 days of acceptance of award of Work by successful bidder. EMD shall not carry any interest.	
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12	SECURITY DEPOSIT	Security deposit shall be furnished by the successful renderer 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) 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. vii) 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 other matter connected therewith. Security deposit shall be refunded to the contractor after successful completion of contract period and its extension if any. Rate of Security deposit – *Up to Rs. 10 lakhs of Basic Order Value : 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. 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. Security cum PBG shall be made from the list of BHEL consortium banks and as per BHEL prescribed format only.	
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13	OTHERS - A	Please submit your quotation as per our enquiry confirming all points in the item description otherwise your offer may be rejected. PART-1: TECHNICAL BID: All the tender papers including EMD remitted receipt, <u>EXCEPT THE PRICE BID</u>, should be enclosed in a separate sealed envelope and super scribed as: “PART – I: TECHNICAL BID”. The Technical Bid includes Commercial Terms & Conditions, UN-PRICED BID, Deviation format, Loading Factors, Arbitration etc.	
14	OTHERS - B	PART-2: PRICE BID: Please mention the price in the BHEL enclosed ‘Price Bid’ format and enclose in a separate sealed envelope and superscribed as “PART – II: PRICE BID”.	

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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.	Penalty for late delivery:	Delivery period shall start from the date of placement of firm order. Delivery: Printers shall be delivered & commissioned within 30 days from the date of firm order .	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 10 % of the total basic order value or part thereof not delivered in time as per delivery schedule.

No deviation shall be allowed for the following clauses:

1. TERMS OF PAYMENT
2. EMD & Security deposit.
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

Sl.No.	Clause No.	Clause	Deviation

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

Signature/ Seal of the Bidder:

PRICE FORMAT

Item / work : Hiring of Network Printers on Per Copy Basis

Enquiry no. : 88/15/7024/RMA

Sl. No.	Description	No of printers to be provided	Model no. & make of network printer	Basic Unit price Per Copy for A4 Size (Rs/paisa)	Total price inclusive of all taxes Per Copy of A4 size for arriving at L1 price (Rs/paisa)
1	Hiring of printers A4 size duplex, network printer (Multifunction) 20PPM or above- A4 tray ONLY with interlock facility	13			
2	A3 size Duplex network printer (Multifunction) 15 PPM or above with BOTH A3 & A4 tray availability-with interlock facility. <u>One A3 =Two A4</u>	3			

***Price of 1 no. copy of A3 size =Price of 2 no's of A4 size has been considered.**

****** Tax breakup (VAT, Service tax, any other taxes) considered for above price may please be indicated for future calculation.

VAT @ -----%

SERVICE TAX @-----%

ANY OTHER TAX -----%

Signature of the contractor:

Name of the contractor:

Contact no. Of the contractor:

Company seal:

UN-PRICE FORMAT

Item / work : Hiring of Network Printers on Per Copy Basis

Enquiry no. : 88/15/7024/RMA

Sl. No.	Description	No of printers to be provided	Model no. & make of network printer	Basic Unit price Per Copy for A4 Size (Rs/paisa)	Total price inclusive of all taxes Per Copy of A4 size for arriving at L1 price (Rs/paisa)
1	Hiring of printers A4 size duplex, network printer (Multifunction) 20PPM or above- A4 tray ONLY with interlock facility	13			
2	A3 size Duplex network printer (Multifunction) 15 PPM or above with BOTH A3 & A4 tray availability-with interlock facility. <u>One A3 =Two A4</u>	3			

***Price of 1 no. copy of A3 size =Price of 2 no's of A4 size has been considered.**

****** Tax breakup (VAT, Service tax, any other taxes) considered for above price may please be indicated for future calculation.

VAT @ -----%

SERVICE TAX @-----%

ANY OTHER TAX -----%

Signature of the contractor:

Name of the contractor:

Contact no. Of the contractor:

Company seal:

Annexure - V

Ref:88/15/ 7024/ Printer/ RMA

“ 58. ARBITRATION :

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

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

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

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

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

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

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