



भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Limited

No. AA:Pur:HPC:22:102

Date : 30.08.2022

M/s. Hewlett Packard India Sales Pvt Ltd.
6th Floor, Tower-D. Global Business Park,
Mehrauli Gurgaon Road,
Gurgaon – 122002 (Haryana)

Corrigendum-1

Sub : Inviting offer for executing MOU / Rate Contract for supply of Toner/ Cartridges

Due date for submission of bid: 1400 hrs by 08/09/2022

Due date for opening of Bid: 1500 hrs on 08/09/2022

Sir

We invite your offer in sealed cover for executing Rate Contract / MOU for supply of HP Toner / Cartridges (mentioned at Annexure A) to Approval for Rate Contract of HP Cartridges for all departments of BHEL Corporate offices located in Delhi and NCR Region for the period of 1 years. Your offer must be submitted in Tender Box, Behind Security Desk, BHEL House, Siri fort, Delhi-110049 by due date & time.

The terms and conditions are mentioned below which shall be incorporated in the Rate Contract / MOU.

1. BHEL shall be treated by M/s. HP as "HP's most valued customer" (MVC). The supply shall be made through HP's resellers. Resellers shall be appointed by HP keeping the requirements in view as per past practice. At least 3 resellers will be appointed for BHEL offices located in Noida and Delhi.
2. The agreement shall be valid for a period of one years w.e.f. the date of signing of agreement.
3. If there is a price increase upto 15% on the list price, the price protection shall be given to BHEL during entire contract period. Any incremental price over and above 15% increase shall be passed on to BHEL. In case of any reduction in prices, the benefit shall be passed on to BHEL.
4. Deviations, if any, shall be listed out separately which may or may not be accepted by BHEL.
5. The empty cartridges shall be returned by BHEL under "HP Planet Partner Program".(a return and re-cycling program)
6. **PAYMENT TERMS:**

The bills along with supporting vouchers shall be accepted on complete supply of material ordered and the payment, excluding GST & notional interest thereon, shall be made within 15 days from the date of submission of the bills, complete in all respects after due verification subject to other terms & conditions mentioned in Clause no. 13 below (Taxes & Duties).

No interest shall be payable for delay in making the payment.



7. TAXES & DUTIES

- a. To enable BHEL to avail GST Input tax credit, contractor shall submit GST compliant Tax invoice containing all the particulars as stipulated under Invoice Rules of GST Law. Payment shall be made to the contractor only after submission of GST compliant Tax invoice. The successful bidder shall raise GST compliant invoice affixing GSTIN of BHEL's unit availing the services.
 - b. BHEL reserves the right to protect its interest against any loss on account of availability of GST credit.
 - c. GSTIN of BHEL will be provided to the contractor along with the work order.
 - d. Any new/change in statutory levy as and when made applicable by the Government shall become applicable against documentary evidence.
 - e. Payment to the contractor will be subjected to TDS as per rules in force from time to time. The Tax Deduction at Source (TDS) shall be done as per the provisions of Income Tax Act & GST, as amended from time to time and a certificate to this effect shall be provided to the contractor by BHEL.
 - f. Applicable GST shall also be recoverable from the contractor in case of LD recovery/penalty on account of breach of terms of contract.
8. The empty cartridges shall be returned by BHEL under "HP Planet Partners Program". (a return and re-cycling program).
9. Generally, the required items shall be supplied within 15 days' time on placement of PO. However, maximum delivery period will be 2 weeks. In case of supply is delayed beyond the agreed period; BHEL reserves the right to levy LD @ ½% per day of delay on delayed delivery subject to maximum of 10% of Order value. The penalty/LD shall be imposed on RSRs. In case the RSRs is not able to supply the material due to non-availability of same in country, then to avoid LD/penalty, a certificate from OEM must be submitted citing the reason & duration of non-availability of material
10. The rates shall be mentioned quoted in Price Bid format enclosed at annexure A. The Rate must be inclusive of delivery charges, loading, unloading, etc but excluding of GST. GST shall be paid as applicable as per clause no. 7 above.
11. **Validity of Offer:** The offer submitted by you shall be valid for a period of 90 days from the date of opening of bid. Further, BHEL reserves the right to reject the offer without assigning any reason.
12. **Contract Validity:** 1 years from the date of signing of contract.
13. Deviations, if any, may be enumerated in the format enclosed. BHEL at its discretion may agree in full or part or totally reject deviations sought by the bidder(s). BHEL will consider the deviations if the same are specified in the deviation format, or else it will be considered that there is no deviation taken. Deviations, if any, mentioned elsewhere in bid apart from Annexure B – "ACCEPTANCE LETTER/ DEVIATION CERTIFICATE" (whether techno-commercial bid or Price bid) shall be treated as null and void by BHEL.
14. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.



15. **ARBITRATION**

- 16.1 In the event of any dispute or difference arising out of the execution of the Order/Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision between BHEL & Service Provider in any manner touching upon the Order/Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred to the arbitration of the person appointed by the competent authority of BHEL (Purchaser).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act, 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The venue of arbitration shall be at New Delhi.

- 16.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable:-

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Order/Contract, such dispute or difference shall be referred to by either party to the arbitration of one of the arbitrators in the department of public enterprises. The award of the arbitrator shall be binding upon the parties to the dispute, Provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

16. **LAWS GOVERNING THE CONTRACT**

The Order/Contract shall be executed and governed by the laws of India and the courts of India alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract.

17. **JURISDICTION OF COURT**

Courts at Delhi/New Delhi shall have exclusive jurisdiction to decide the dispute, if any, arising out of or in respect of the contract(s) to which these conditions are applicable.

18. **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- 19.1 If the Service Provider / Contractor fails to provide the required services as per the Contract / fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or refuses or is unable to supply / provide goods / services or



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materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor (Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof without compensation to the Seller/Contractor (Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor (Service Provider) and the Seller/Contractor (Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor (Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

19. Cost of the purchases made by the Purchaser at the risk and cost of the seller/contractor (Service Provider) shall be worked out after levying 30% overheads as departmental charges on the cost of materials / services so purchased/hired.

Yours truly,

For & On behalf of Bharat Heavy Electricals Ltd.

(Vijay Kumar)
Sr. Engineer (ISMG & CA)



Price Bid Format

S.No.	Cartridge No.	Qty for 1 years (A)	Unit Rate (Excl. GST) (B)	Total Amount (Excluding GST) C = A X B
1	CC 388A BLACK	17		
2	CC530A	4		
3	CC531A	3		
4	CC 532 A	4		
5	CC533A	3		
6	CE 255 A BLACK	5		
7	CE 270 A BLACK	12		
8	CE 271 A CYAN	9		
9	CE 272 A YELLOW	10		
10	CE 273 A MAGENTA	10		
11	CE 278 A BLACK	10		
12	CE 390 A BLACK	5		
13	CE 400 A BLACK	8		
14	CE 401 A CYAN	8		



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15	CE 402 A YELLOW	8		
16	CE 403 A MAGENTA	5		
17	CE 410 A BLACK	40		
18	CE 411 A (CYAN)	40		
19	CE 412 A (YELLOW)	35		
20	CE 413 A (MAGENTA)	40		
21	CE 505 A BLACK	10		
22	CF 228 A	25		
23	CF 230 A	55		
24	CF232 A	2		
25	CF 280 A BLACK	5		
26	CF 281 A	2		
27	CF 360 A BLACK	50		
28	CF 361 A CYAN	30		
29	CF 362 A YELLOW	35		



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30	CF 363 A MAGENTA	30		
31	CF 380 A BLACK	5		
32	Cf 381 A CYAN	4		
33	CF 382 A Yellow	2		
34	CF 383 A MAGENTA	5		
35	CF 410 A Black	215		
36	CF 411 A Cyan	130		
37	CF 412 A Yellow	140		
38	CF 413 A Magenta	130		
39	CZ 192AC	4		
Grand Total (Excl. GST)				



FORMAT FOR SEEKING DEVIATION

CLAUSE NO.	DESCRIPTION / DETAILS OF DEVIATION	REMARKS / REASONS

NOTES:

1. In case of no deviation, "NIL" is to be indicated in this format.
2. BHEL reserves the right to reject the offer without assigning any reason.

I, _____ hereby certify that except the deviations mentioned above, we do not have any other deviations to the tender no. _____ dated _____. Deviations, if any, mentioned elsewhere in our bid (whether Techno-commercial bid or Price bid) may be treated as null and void by BHEL.

SIGNATURE OF BIDDER WITH SEAL

NAME:

DESIGNATION:

COMPANY / FIRM:

DATE: