



ಭಾರತ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್  
**भारत हेवी इलेक्ट्रिकल्स लिमिटेड**  
**Bharat Heavy Electricals Limited**  
 ( A Government of India Undertaking )  
 ELECTRONICS DIVISION  
 P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
 Fax : 080-26740137  
 PHONE : 26998.....  
 (EPABX. NO.)

Tender Ref: BHEL/EDN/ITS/PRN/AMC/2017

### NOTICE INVITING TENDER

1. Tender Reference : BHEL/EDN/ITS/PRN/AMC/2017 Dt.07-11-2017
2. Name of the work : Comprehensive AMC for Printers
3. Duration of Contract : **One Year – 1 year**
4. Earnest money deposit : Rs. 12,900 (Rs. Twelve Thousand Nine Hundred only)
5. Last date and time for the receipt of completed tender : before 13.00 Hours on **29-11-2017**
6. Date and time for tender opening : At 13:30 Hours on **29-11-2017**
7. Place of submission of Completed tender : To be dropped in the **IT&S (Box No. 2)**

Tender Box kept in the Reception Area at BHEL,  
 Electronics Division, Mysore Road, Bangalore – 560 026.

This tender document contains Instructions to bidders, Scope of work, Price schedule etc. as follows:

1	Scope of Work and Instructions & Guidelines to bidders	Annexure - I
2	General Terms and Condition	Annexure - II
3	Commercial Terms & Conditions	Annexure - III
4	Security Deposit	Annexure - IV
5	Non-Disclosure Agreement	Annexure - V
6	EFT Format	Annexure - VI
7	Commercial Terms Compliance Statement	Annexure - VII
8	Price Bid Format	Annexure - VIII

Note: The bidder shall return the duly filled in Tender Documents after affixing signature and seal on all pages.

**Total no. of pages: 22 Pages**

Prepared by

*A.S. Bagewadi*

Ashok S Bagewadi  
 Dy.Manager/IT&S  
 Contact no: 96324 00225

Checked by

*S. Prabhu Kumar*

S. Prabhu Kumar  
 SDGM / IT&S

Approved by

*P. Parthasarathy*

P. Parthasarathy  
 AGM / MS





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**ANNEXURE - I**

**1. SCOPE OF WORK:**

1.1. The AMC for a period of **one year** will be comprehensive with spares, labor and replacement of all defective components.

**1.2. Printers:**

Sl.No.	Configuration	Qty. Nos.
1	Laserjet A4 mono Printer - HP P1008	100
2	Laserjet A4 mono Printer - HP 1566	150
3	Laserjet A4 color Printer - CP2025	11
4	Laserjet A3 mono Printer - HP 9040/9040DN	53
5	Laserjet A3 color Printer - HP 5550	2
6	MFS - A4 Mono - HP laser jet 1522N	10
7	MFP - HP LaserJet - 1536 DNF	19
8	Line matrix printers - WEP 1500QN	5
9	Dot Matrix printer - Wep LQ DSI 5235	10
10	Dot Matrix printer, 80 col - Wep 800DX	1
	Total	361

**2. INSTRUCTIONS & GUIDELINES TO BIDDERS(TENDERERS):**

**2.1. BIDDER TO INFORM HIMSELF FULLY:**

- The bidder shall closely peruse all the clauses, requirements etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.
- Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.
- Before tendering, the bidders are advised to inspect the machine and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials and labour. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, and specifications and all other documents which form part of the Annual maintenance contract



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## 2.2. GOODS AND SERVICES TAX (GST):

1. BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL-EDN GSTIN No.
2. The Tenderers shall furnish the GSTIN Registration Number in their offer (GSTIN copy of the same to be enclosed).
3. The changes in GST rates due to statutory amendment of GST Act during the course of contract will be paid as applicable.
4. If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate, before submitting the first bill.
5. Taxes quoted in price Bid, Tick as applicable with %

IGST	
SGST + CGST	
UTGST + CGST	
HSN / SAC CODE	

6. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.
7. The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
8. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
9. Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
10. Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
11. For invoices paid on Reverse charge basis – "Tax payable on reverse charge basis" to be mentioned on the invoice.
12. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/leviable on BHEL.
13. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/leviable on BHEL.
14. Any offer not complying with the above clauses is liable to be rejected.



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**3. PRE- QUALIFICATION CRITERIA:**

- i. **Local Presence:** Bidder should have office at Bengaluru area with supporting staff. Proof should be given.
- ii. Bidder 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
- iii. The Bidder's Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the reference value.

Certified accounts by chartered accountant / IT return filed through CA in this regard should be submitted along with the techno commercial bid.

- iv. The bidder should have experience in successfully completed similar works in India during last 7 years ending last day of month previous to the one in which applications are invited (**Similar work means Maintenance of Printers**). The experience should be either of the following:

- i. Three similar completed works costing not less than the amount equal to 40% of the reference value.

OR

- ii. Two similar completed works costing not less than the amount equal to 50% of the reference value.

OR

- iii. One similar completed work costing not less than the amount equal to 80% of the reference value.

Bidder shall provide customer references with maintenance of printers and year of AMC 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, Month & year etc. for verification. Bidders can submit PO copies which have been executed.

**Note:** Reference value for this tender is Rs. 6,43,720 /-.



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## ANNEXURE -II

### 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 : EMD & TECHNO-COMMERCIAL BID

This part shall consist of the following:

- a) EMD shall be deposited as Earnest Money deposited with BHEL through online payment and the receipt of payment made has to be submitted with Techno- commercial bid (Part-1).

The URL LINK/STEPS to make EMD payment is given below.

- 1 The link: <https://www.onlinesbi.com/prelogin/icollecthome.htm>
- 2 Agree the terms and condition Click on proceed
- 3 Choose State of Corporate: **KARNATAKA**
- 4 Type of Corporate : **INDUSTRY**
- 5 Select Industry : **BHARAT HEAVY ELECTRICALS LTD**
- 6 Select category : **OTHERS**
- 7 Fill the necessary information
- 8 Make the payment through any **net banking/Debit card**
- 9 Download Receipt keep it for reference.

**Please note that no charges are levied for the transactions.**

- b) In the absence of submission of receipt of EMD, the offer is liable for rejection; however eligible MSE bidders are exempted. (exempted in case of MSME , bidder has to provide valid MSME certificate).
- c) The Earnest Money will be refunded to the bidders after finalization of the award of work.
- d) Commercial terms compliance statement as per enclosed format only.
- e) Unpriced copy of price bid as per enclosed format only.

- 1.3. BHEL reserves the right to accept or reject the technical offer. Price bids of only techno-commercially short listed bidders will be opened. **The technical & commercial bid should not include prices.**



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**1.4. PART-II: PRICE BID**

- a) 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 GST.
- b) 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 the Dy.Manager (IT&S), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026.** The full name and address of the bidder, the name of the work and date of opening should be indicated on the cover.

In case of any difficulty in dropping the tender in the designated tender box, it may be handed over to the following personnel before the due date and time:

- 1) Mr. Ravindranatha S, IT&S, 080-26989546
  - 2) Mr. Ashok S Bagewadi, IT&S, 080-26998977/ +919632400225
- Email: ashokbagewadi@bheledn.co.in

**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. Tenders received after the due date and time of opening of tenders is liable to be rejected.

**1.8. Please note that the tender will be opened in the presence of the tenderer or his authorized representatives (maximum two per organization) who choose to be present with authorization letters. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.**



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## 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 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).
- 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.



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2.10.No correspondence shall 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

2.12.The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof.

### 3. RATES

3.1. The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender

3.2. Rates are to be quoted as per Price Bid Format only providing details of prevailing rates of GST. 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.

3.3. Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise with reference to each model.

3.4. 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.

### 4. TENDER EVALUATION

#### 4.1. Stage-I: Evaluation of Techno- Commercial Bid

- Techno-commercial bid of the bidder shall be evaluated for acceptability of Techno-commercial offer.
- During the Techno-commercial 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 Techno-commercial bid. Failure to do so may result in rejection of the bid.
- Eligibility criteria are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per **PRE-QUALIFICATION CRITERIA FOR BIDDERS** will be considered for further evaluation.



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**4.2. Stage -II: Evaluation of the Price Bid:**

- a) Only Techno-commercial cleared offers will be considered for price evaluation.
- b) In case partial offer for certain category/items only received (say for either Laserjet A4 mono Printer or Laserjet A3 color Printer alone), the offer is liable for rejection. The tender is undivisible i.e., single contract will be issued to L1 bidder for all Printers. Price evaluation will be made on the total bid price and not on individual item wise.
- c) Evaluation of the offer will be based on L1 of total cost to BHEL for the entire scope of work
- d) The Total Price shall be for the complete scope, inclusive of comprehensive on-site maintenance including repair/replacement of parts during the entire AMC period, All applicable GST etc., should be clearly indicated in price bid format.
- e) Discrepancy in Words & Figures - quoted in price bid

4.2.e.1. If, in the price structure quoted for the required goods/ services/ works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

4.2.e.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

4.2.e.3. 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.

4.2.e.4. 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 is liable to be ignored



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**5. ETHICAL STANDARD:**

- 5.1. Bidders are expected to observe the highest standard of ethics during the 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.



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### ANNEXURE – III

## 1. COMMERCIAL TERMS & CONDITIONS

### 1.1. ORDER ACKNOWLEDGMENT

Letter of acceptance of the Order / Contract is to be submitted within one week.

### 1.2. PERIOD OF CONTRACT:

The period of contract is for One year.

### 1.3. VALIDITY OF OFFER:

The offer should be valid for 3 months from the date of opening of techno-commercial bid.

### 1.4. PAYMENT TERM

AMC period will commence from the date mentioned in our order. The payment will be made on quarterly basis in arrears after completion of each quarter and submission of invoice(s).

Payment will be through Electronic Fund Transfer (EFT) only. Details regarding bank account shall be provided in BHEL's standard format. The EFT or Pay link Direct Credit Form is enclosed. Bidder needs to fill the details as per the EFT or Pay link Direct Credit Form and attach a copy of Cancelled Cheque with it.

### 1.5. MAINTENANCE

- The maintenance of equipment shall be under taken for the contract period from the date of order.
- The Contractor's/Vendor's responsibility under this contract shall commence from the date mentioned in our order.
- The maintenance will be comprehensive with spares and labor. The maintenance will be inclusive of replacement of all defective components during the AMC period. The defective component may be permitted out of BHEL premises with BHEL's permission.
- Consumable items like Printer head, Printer Ink /Toner cartridges, printer ribbons, Fuser assembly for laser printers are not covered under this Maintenance contract ( provided by BHEL for replacement in case reported faulty).
- At least 1 qualified and experienced service engineer as approved by BHEL shall be stationed in BHEL EDN for providing the desired levels of service. The engineer shall be covered under the Provident Fund and ESI schemes, by the bidder. The engineers shall be subjected to approval by BHEL/EDN before placement
- Preventive maintenance is to be carried out periodically once in a quarter and PM report to be submitted.



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g) Providing the said services during BHEL office hours viz.,

- Monday to Friday: 7:30 am to 4:30 pm
- Saturday : 7:30 am to 12:30 pm

#### 1.6. DEDUCTION FOR DOWNTIME

a) DOWNTIME CALCULATION :

Repair and service of the equipment to be carried out within 48 hours of receipt of communication from BHEL, replace defective parts, if required and such replaced parts shall be the property of the vendor. The vendor shall submit downtime reports every month. Any complaint/incident has to be resolved within 48 hours from the time of registration of complaint/incident. Deduction will be made from payment to the vendor for delay beyond the grace period from the total AMC charges.

**Number of days for downtime (N):** Any downtime beyond 48 hours will be converted to number of days by dividing downtime hours by 24. Fractional day will be counted as full day for downtime calculation. Sundays and Holidays, if any will be included in the calculation of number of days for downtime.

**Rate of Deduction (R):** Rate of Deduction for a day will be calculated by dividing AMC charges per annum of the item by 365.

**Formula for deduction:**

**Deduction per item = MF\*R\*N**

Where MF is multiplication factor.

- 1) MF=1, for the first five days after the grace period (48) hours.
- 2) MF= 2, beyond 7 days from the time of registration of complaint/incident.

#### Illustration 1:

Let an item is down/not repaired for 124 Hours. Suppose AMC charges per annum for that item is A1.

Downtime hours = 124- 48 = 76 hours

No of days for downtime = 76/24 = (3.167) = 4 days (4 days have been considered as no. of days for downtime)

Here MF will be 1

**Deduction amount= 1\*(A1/365)\*4**



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**Bharat Heavy Electricals Limited**  
(A Government of India Undertaking)  
ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

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**Illustration 2:**

Let an item is down/not repaired for 610 Hours. Suppose AMC charges per annum for that item is A2.

Downtime hours = 610- 48 = 562 hours

No of days for downtime = 562 /24 = (23.42) = 24 days (24 days have been considered as no. of days for downtime)

Here MF will be 2

**Deduction amount= 2\*(A2/365)\*24**

- b) In the event of failure of the vendor in meeting the above clause and sub-clauses of 1.6(a), BHEL reserves the right to deduct the AMC charges for the equipment. BHEL may also take action to repair the equipment by any other agency and debit the cost of the same together with the incidental expenditure to the vendor without notice.

**1.7. CONFIDENTIALITY**

Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to BHEL 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 sample format (Annexure-V).

**1.8. FORE CLOSURE**

BHEL reserves the right to foreclose the contract or remove equipment/item(s) from the contract at any point of time with prior intimation.

**1.9. 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.

**1.10.SUB-CONTRACTING**

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



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**1.11. LIMITATION OF LIABILITY**

The Vendor's liability will be limited to the scope of this contract only.

**1.12. COMPLIANCE TO ESI / PF ACTS**

- a) The vendor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued thereunder. He as an employer shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. Final payments due to him will be released only on production of a "No due certificate" from the Regional Provident Fund Commissioner if applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principle Employer".
- b) The Vendor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due under the Act, to be sent to the appropriate authorities through the Principal Employer.
- c) If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Vendor for his labourers regarding PF/ESI amount due, short remittances, non-remittances etc., the Vendor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.
- d) If applicable, the vendor shall insure all his labourers and materials. Any claim by his employees for damages shall be settled by the vendor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.
- e) Vendor shall produce necessary records, documents, explanation whenever he is called upon to by any Government agencies like ESI, PF, VIGILANCE etc.
- f) Above is applicable for the Service Engineer stationed in EDN by the vendor for providing the desired levels of service at both EDN and ESD.

**1.13. SECURITY DEPOSIT:**

Successful vendor shall make Security Deposit as per Annexure IV.



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#### ANNEXURE- IV

#### Security Deposit:

The total amount of **Security Deposit** will be 5% of the **Contract value**. The security Deposit should be collected before start of the work by the contractor.

Modes of deposit:

- i) EMD of the successful tenderer shall be converted and adjusted against the security deposit.
- ii) Cash (as permissible under the Income Tax Act)
- iii) Pay Order, Demand Draft in favour of BHEL.
- iv) Local cheques of scheduled banks, subject to realization.
- v) 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).
- 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) 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.
- viii) 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 should be collected before start of the work and the balance 50% may be recovered from the running bills.
- ix) The security deposit shall not carry any interest.

**NOTE:** Acceptance of Security Deposit against Sl. No. (iv) and (vi) 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 not be refunded to the contractor except in accordance with the terms of the contract.



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**ANNEXURE-V**

**THIRD PARTY NON-DISCLOSURE AGREEMENT**

....., on behalf of .....(name of the Vendor), .....  
.....(Address), (hereinafter vendor) acknowledge that the  
information received or generated, directly or indirectly, while working with Bharat Heavy Electricals  
Ltd (BHEL) on contract for Rapid Application Development Platform (RADP) is confidential and that  
the nature of the business of BHEL is such that the following conditions are reasonable, and therefore  
execute this agreement in favour of BHEL:

We warrant and agree as follows:

1. The vendor hereby declare and acknowledge the fact that in the performance of contract with BHEL, the Vendor or any other personnel employed or engaged directly or indirectly by vendor will be exposed to various Confidential Information of BHEL i.e. information or material that is valuable to Company and not generally known or readily ascertainable or not intended to be known in the industry and other Institutions and further that vendor or any other personnel employed or engaged directly or indirectly by vendor shall disclose directly or indirectly any information or part of such information of BHEL. Without restricting the generality of the foregoing the Confidential Information aforesaid includes, but not limited to:
  - (a) Technical information concerning BHEL's, services and offerings, domestic and international operating model/s, contacts in various countries, correspondence and other such information including but not limited to BHEL's methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs / data / configuration and research projects etc. not available in the public domain;
  - (b) Information concerning BHEL's business, including but not limited to its contracts with various concerns, project schedules, pricing data, estimates, financial or marketing data, consortium partners, collaborators, JVs, cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
  - (c) Information concerning BHEL's employees, including their personal data, salaries, strengths, weaknesses and skills;
  - (d) information submitted by BHEL's customers, suppliers, employees, consultants or co - venture partners with BHEL for study, evaluation or use;
  - (e) Information of Quality systems, procedures and manuals and any other particulars developed exclusively at and for the BHEL or by its Consultants and
  - (f) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect BHEL's interests.
2. The Vendor further covenants with the BHEL that the unauthorized disclosure or use of such Confidential Information by Vendor contrary to the agreement herein would cause



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3. Irreparable harm and significant injury to the BHEL, the degree of which may be difficult to ascertain. Accordingly, the Vendor agrees that BHEL will have the right to withheld any benefits which may accrue for the Vendor from the contract(s) offered or assigned or awarded to him by the BHEL and take any necessary action for protection of such confidential information or for compensating losses that may be suffered due to such contravention of this agreement by the Vendor.
4. Further the Vendor agrees to the BHEL that in case he has committed or found to have been party to a breach of any provision of this Agreement, BHEL shall have the right to forthwith terminate the Vendor from the contract(s) with BHEL without any compensation and also to claim or recover any damages from him towards making good of the losses that the BHEL may suffer due to such violation by the Vendor without prejudice to any other right or claim for remedy, it may have at law or in contract.
5. In any such event of such termination, the Vendor shall, immediately return all copies of Confidential Information of the BHEL referred to in this Agreement.
6. The Vendor further agrees to the BHEL that
  - i. No failure nor any delay in exercising on the part of BHEL, any right or remedy under this Agreement, shall operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.
  - ii. No term or provision hereof will be considered waived by BHEL, and no breach excused by it, unless such waiver or consent is in writing signed by an authorized representative of BHEL.
  - iii. No consent to, or waiver of, a breach by BHEL, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by Vendor
7. The Vendor hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Bangalore for any actions, suits or proceedings arising out of or relating to this Agreement and further agree that service of any communication, process, summons, notice or document by registered mail or courier service to the address set forth above shall be effective service of process for any communication, action, suit or proceeding brought against the Vendor.
8. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
9. Notwithstanding any provision herein contained, nothing contained in this Agreement requires BHEL to proceed with the Contract, or to refrain from pursuing the contract with a third party and any provision herein contained shall not be construed as imposing on BHEL an obligation to provide or disclose any information
10. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible to achieve the same economic and legal effect as the original provision and notwithstanding that the remainder of this Agreement will remain in full force all times.



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11. It further agreed that Vendor on conclusion of contract, 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, or in any way obtained by Vendor during the course of contract. Vendor further
12. agree that vendor, or any others employed or engaged by vendor shall not retain copies, notes or abstracts of the foregoing.
13. This obligation of confidence shall continue after the conclusion of the contract also.
14. Vendor acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the Parties, and are reasonable given the nature of the business carried on by the Parties. Vendor agree that this agreement shall be governed by and construed in accordance with the laws of India.

Executed by .....on behalf of aforesaid vendor ..... with full knowledge and understanding of the above terms and its respective meanings; and voluntarily without any duress whatsoever.

Dated .....of .....20....

.....

Signature

Seal



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EFT FORMAT

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ANNEXURE -VI

**Electronic Funds Transfer (EFT) OR  
 Paylink 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:	

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 NEFT IFSC CODE	

- 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 authorise 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, EDN, 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:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx



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**ANNEXURE -VII**

**COMMERCIAL TERMS COMPLIANCE STATEMENT**

	Description	Agreed / Yes / No	Remarks if any
1	<b>Scope of Work:</b> Whether the bidder has understood the scope work and indicated in the tender (If there is any clarification required, the same may be got cleared from the Executive in charge before submitting the offer).		
2	<b>Period of Contract:</b> The period of contract is for 1 year. However BHEL reserves the right to terminate the contract at any time without any prior notice or reasons whatsoever if in our judgment the performance is not satisfactory without any liability whatsoever on the part of BHEL.		
3	<b>Validity of the Offer:</b> Whether the bidder agrees to that offer should be valid for 3 months from the date of opening of techno-commercial bid.		
4	<b>Earnest Money Deposit:</b> Whether the bidder has agreed to submit EMD as per terms and conditions and submitted along with techno-commercial bid.		
5	<b>Payment Term:</b> Whether the Bidder agrees for Payment terms as per clause 1.4 of Annexure- III.		
6	<b>Maintenance:</b> Whether bidder has agreed to terms and conditions, as mentioned in clause, sub clauses of 1.5 of Annexure - III.		
7	<b>Deduction in Downtime:</b> Whether the bidder has agreed for deduction in case of downtime as per clause, sub clauses of 1.6 of Annexure- III		



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Description	Agreed / Yes / No	Remarks if any
<b>Confidentiality:</b> Whether Bidder has agreed to maintain confidentiality as per Clause 1.7 of Annexure –III. Bidder shall execute a third party non-disclosure agreement as per the sample format, in case of award of order.		
<b>Fore-closure:</b> Whether the Bidder agrees for fore-closure as per clause 1.8 of Annexure –III.		
<b>Sub-Contracting:</b> Whether the Bidder has agreed that the order/contract or any part thereof shall not be sub- contracted, assigned or otherwise transferred without prior written consent of the Purchaser as per clause 1.10 of Annexure - III.		
<b>Limitation of Liability:</b> Whether the Bidder has agreed for Limitation of Liability term as per clause 1.11 of Annexure- III.		
<b>Compliance to ESI / PF Act:</b> Whether the Bidder agreed to comply with applicable ESI/PF rules and regulations as per clause 1.12 of Annexure- III.		
<b>Security deposit:</b> Whether the Bidder agrees for Security Deposit terms as per clause 1.13 of Annexure- III.		



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**ANNEXURE-VIII**

**PRICE SCHEDULE**

**PRINTERS:**

Sl.No.	Item Description	Qty. Nos.	Annual charges per item (in figures) (Without GST).	Total values Rs. (Without GST)	Applicable GST in %age	
		A	B	C=A*B		
1	Laserjet A4 mono Printer - HP P1008	100				
2	Laserjet A4 mono Printer - HP 1566	150				
3	Laserjet A4 color Printer - CP2025	11				
4	Laserjet A3 mono Printer - HP 9040/9040DN	53				
5	Laserjet A3 color Printer - HP 5550	2				
6	MFS - A4 Mono - HP laser jet 1522N	10				
7	MFP - HP LaserJet - 1536 DNF	19				
8	Line matrix printers - WEP 1500QN	5				
9	Dot Matrix printer - Wep LQ DSI 5235	10				
10	Dot Matrix printer, 80 col - Wep 800DX	1				
	Total Nos.	361	Total Rs.			

Grand Total Amount in Rs. (Without GST) : .....

Grand Total Amount in words (Without GST): (-----)

Note : Please mention the GST Percentage & HSN/SAC Code compulsorily.

Unpriced price bid format shall be submitted along with techno-commercial bid.

