



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH & DEVELOPMENT DIVISION
VIKASNAGAR, HYDERABAD - 500 093, INDIA

PHONES:23774494 (EXT:9804)
FAX : 91 40 23770698

RD:DP:MPX:F-04
Ref: 441390151

ENQUIRY

Date 10-01-2014

The due date is amended as below:

Due date: Existing: 31-Jan-2014; Read as: 08-Feb-2014

Enquiry for power protection system (2X30kva ups)

Enquiry No:441390151

Enquiry Date : 10-01-2014

Due Date: 31-01-2014

Indicative Delivery Date : 08-03-2014

Sl.No	Item Description	Unit	Qty
1	power protection system 2X30kva /360vdc true on-line sine wave Double Conversion UPS System with three phase input - single phase output with IGBT based technology, inbuilt isolation Transformer , LCD Display and parallel redundant mode with common battery bank.	SET	1
2	Supply of SMF batteries of Quanta or Exide or Panasonic make only of capacity on computer loads with rack & interlinks (65AH/12V/30Nos) X 1set to give one hour back up	SET	2
3	Separate Bypass Panel with 30kva isolation Transformer +servo Controlled voltage stabilizer & automatic changeover switch	SET	1
4	Erection and Commissioning Charges	LOT	1

Please submit your quotation for the above material in sealed cover super-scribed with enquiry no, enquiry date and due date subject to our enclosed terms and conditions. The quotations shall reach us on or before the due date by 12 noon. The tenders can also be dropped in the tender box kept at the security gate, BHEL R&D. In case you are not in position to submit the offer, Please send reply suitably specifying the reasons.

Sl.No	Description	Document Ref.
01	Enquiry, General Terms & Conditions, Commercial Terms & Conditions etc.	Volume - 1
02	Technical specifications, Scope of Supply etc.	Volume - 2

MKVH Sarma
Addl GM (MPX)
sarma_mkvh@bhelmd.co.in

	ENQUIRY & QUALIFYING CRITERIA	Volume - 1 Enquiry No 441390151
power protection system(2X30kva ups)		

1	Tendor inviting officer / Authority, Designation and Address	Additional General Manager(MM) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093
2	Item Description - Qty	1) power protection system 2X30kva /360vdc true on-line sine wave Double Conversion UPS SYstem with three phase input - single phase output with IGBT based technology, inbuilt isolation Transformer , LCD Display and parallel redundant mode with common battery bank. - 1 SET 2) Supply of SMF batteries of Quanta or Exide or Panasonic make only of capacity on computer loads with rack & interlinks (65AH/12V/30Nos) X 1set to give one hour back up - 2 SET 3) Separate Bypass Panel with 30kva isolation Transformer +servo Controlled voltage stabilizer & automatic changeover switch - 1 SET 4) Erection and Commissioning Charges - 1 LOT
3	Enquiry Reference no.	441390151
4	Indicative Delivery Date	08-03-2014
5	Due date, Time and place for submission of tender	31-01-2014 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager (MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay.
6	Place, Date and time of Tech.Bid opening	Tender Opening Cell (Sangam) BHEL R & D Office. 31-01-2014, 2 PM
7	Mode of Submission of Tender	Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below. 1. First cover shall contain: a. Technical & Commercial bid b. Filled in Commercial Compliance Statement (mandatory) c. Copy of price-bid with price(s) cells blank (un-priced price bid) 2. Second cover shall contain price bid. Price bid containing price quotes ,installation and /or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc. If the price bid was found later to be different from the un-priced price bid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words. The offers can also be submitted through e-mail and have to be sent in PDF format to e-mail id: 'eoffers@bhelnd.co.in' only. Copies should not be marked to anyone. The e-mail offers should have two attachments. One attachment shall contain a) Technical & Commercial bid b) Filled in Commercial Compliance Statement (mandatory) and c) Copy of price-bid with price(s) cells blank (un-priced price bid). The second attachment shall contain price bid. The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.

	GENERAL TERMS & CONDITIONS (GTC)	Volume - 1 Enquiry No 441390151
power protection system(2X30kva ups)		

SL.No.	Clause	BHEL REQUIREMENT
1	General	<p>a. All offers must include name of the contact person, phone no/mobile no, Fax no, email-id. Unsigned offers are liable for rejection.</p> <p>b. We, BHEL R&D, is registered with Department of Scientific and Industrial Research (DSIR) for the purpose of availing Customs Duty exemption in terms of Government Notification no.24/2007-Customs dated 01-Mar-2007 & Central Excise Duty Exemption in terms of Government Notification No. 16/2007-Central Excise dated 01-Mar-2007 as amended from time to time. Hence suppliers are requested to submit their bids clearly stating applicable taxes/duties. All foreign quotes will be evaluated with custom duty @ 5.15% for cost comparison.</p> <p>c. Taxes & Duties quoted will be taken for cost evaluation & order placement and no change will be entertained later except in the case of changes made by the government. In case any Taxes/ Duties exempted, a self declaration for the same may be attached to the offer. Changes in taxes and duties because of the changes in turn over etc will be to supplier's account.</p> <p>d. Where ever vendor registration form and EFT details have been submitted earlier, the same need not be submitted again unless there is a change.</p> <p>e. BHEL R&D do not issue 'C' form .</p> <p>f. L1 status shall be decided on Cost to BHEL Basis.</p>
2	Foreign Suppliers	<p>BHEL will deal directly with foreign vendors, where ever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement containing agency commission. Any supplier (Agents/distributors/representatives) desirous of quoting imported goods/services, they should submit the quote in foreign currency along with agency agreement copy, failing which their offer is liable for rejection. In case of non submission of agency agreement copy, the principal should submit the quotation to BHEL directly. Foreign supplier will also indicate in their offer Indian agent's name, if any, address and percentage of agency commission out of the quoted price. Fully owned Indian Subsidiaries/distributors of Foreign Companies shall quote in Foreign Currency on FOB basis only.</p>
3	Late Tenders	Tenders received after due date/time(12:00hrs) will not be considered
4	Discrepancy in words and figures	<p>(a) 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.</p> <p>(b) 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</p> <p>(c). 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 (a) and (b) above.</p> <p>(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.</p>
5	Two Part bid clarifications	In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned,failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation.
6	Price Impacts	In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered.
7	Price bid evaluation	All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the Loading mentioned in the commercial terms

		The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids.
8	Packing	The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit.
9	Withdrawal	In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss, incidentals due to the breach of contract on the part of the supplier through risk purchase.
10	Risk Purchase	In case of default/late delivery, BHEL reserves the right to make alternate arrangement for procurement at suppliers risk and cost.
11	Banned List	The offers of the bidders who are in the banned list and the offers 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.
12	Over All L1	Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected.
13	Additional Information	Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper.
14	Destination	Indian Vendors: Destination shall be Stores, BHEL R&D, Hyderabad. Foreign Vendors: BHEL R O D Office, Mumbai, India
15	Arbitration	Subject to the jurisdiction of Hyderabad/Secunderabad, Andhra Pradesh, India in respect of any suit or other legal proceedings relating this contract.
16	Inspection	On receipt, the goods shall be subjected to inspection and our decision regarding the acceptability of the goods shall be final and binding on the suppliers.
17	Micro Small Enterprises (MSEs)	<p>In case the supplier belongs to MSEs (Micro Small Enterprises), Registration copy in this respect shall be submitted along with the offer. Further if MSEs are owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs the same may be intimated. The following are the benefits for the MSEs.</p> <p>1. MSEs are given tender documents free of cost and are exempted from payment of earnest money (EMD).</p> <p>2. In tender, participating MSEs quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 20% of total tendered value. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM II certificate along with CA certificate (Format as below) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) Where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.</p> <p style="text-align: center;">Certificate by chartered Accountant on letter head</p> <p>This is to certify that M/s, (hereinafter referred to as 'company') having its registered office at is registered under MSMED Act 2006, (Entrepreneur Memorandum No(Part-II) dtd:....., Category:.....(Micro/Small). (Copy enclosed). Further verified from the Books of Accounts that the investment of the company as on date..... as per MSMED Act 2006 is as follows :</p> <p>1. For manufacturing Enterprises : Investment in plant and machinery (i.e. Original cost excluding land and building and the items specified by the ministry of small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006.</p> <p>2. For Service Enterprises : Investment in equipment (Original cost excluding land and building and furniture, fittings and other items not directly related to the service</p>

		<p>rendered or as may be notified under the MSMED Act, 2006: Rs..... Lacs The above investment of Rs..... Lacs is within permissible limit of Rs..... Lacs forMicro/Small (Strike off which is not applicable) Category under MSMED Act 2006.</p> <p>Date:</p> <p>(Signature) Name- Membership number – Seal of Chartered Accountant</p>
18	EMD - CAPITAL	<p>1.Submission of earnest money deposit (EMD) along with offer is required. EMD is to be deposited in cash(as permissible under Indian income tax act) or pay-order/Demand Draft drawn in favour of BHEL R&D,Vikasnagar,Hyderabad 500093 only. In case of foreign bidders e-payment shall also be accepted as EMD. Our bank details for e-payment by foreign vendors are: State Bank of India, BHEL(R&D)- Vikas Nagar Branch, Hyderabad, Andhra Pradesh, India; Pin-500093. Cash Credit A/C No: 10202162640 IFSC Code : SBIN0010622</p> <p>2.EMD by the Tenderer will be forfeited as per Tender Document if, the successful bidder/vendor refuses to honour the Order after award of the Contract on him and /or withdraws his bid and /or unilaterally changes the offer and changes the offer and /or any of its terms & conditions with in the validity period.</p> <p>3.EMD given by all unsuccessful Tenderers shall be refunded on acceptance of award /LOI/PO by successful Tenderer. The EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee (CEBG).</p> <p>4.EMD shall not carry any interest.</p> <p>5.EMD amount is Rs/INR. 40,000/-</p>
19	Contract execution Bank Guarantee(CEBG)-Capital	<p>CEBG shall be required for all POs where value (Supply +E&C) of each P.O. is estimated to be more than Rupees 20,00,000/- (INR). The successful vendor shall have to furnish a Contract Execution Bank Guarantee (CEBG) for 10% of the Total PO value in the prescribed format within 30 days from the date of P.O. but before L/C opening. CEBG shall be from one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by any Consortium Bank of BHEL . All bank charges on account of issuance and conformation of CEBG whether incurred in India or outside India will have to be borne by the vendor. CEBG shall be kept valid unit 30 days after the date of E&C Certificate, which will be issued on completion of Erection & Commissioning of equipment which includes erection, commissioning, job proving, performance test, training to operators etc. as prescribed in PO. If the supplier fails to submit the CEBG even with in 60 days from the date of PO, BHEL reserves the right to cancel PO & forfeit the EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business dealings with Suppliers.</p>

Signature of the bidder with Seal & Date

	COMMERCIAL TERMS & CONDITIONS (CTC)	Volume - 1 Enquiry No 441390151
power protection system(2X30kva ups)		

SL.No.	Clause	BHEL REQUIREMENT	SUPPLIERS ACCEPTANCE / REMARKS
1	Validity of Offer	90 days from date of techno-commercial bid opening.	
2	Price basis	<p>The prices shall be firm for entire period of contract.</p> <p>The suppliers shall indicate packing and forwarding charges,if any, separately.</p> <p>All foreign suppliers shall quote the lowest prices on 'FOB-Nearest International Airport' basis. An amount of 3% on basic value towards freight and insurance will be added for cost comparison.</p> <p>All Indian suppliers shall quote the lowest prices on 'free delivery at BHEL R&D Stores or F.O.R destination' basis. In case of Ex-Works, an amount of 3% on basic value towards freight and insurance will be added for cost comparison.</p>	a. For Destination b. Ex-Works
3	Rate Contract	<p>In case the goods enquired are on Rate Contract basis with any other unit of BHEL, such fact should be clearly indicated in the quotation giving full particulars of Rate Contract number, validity and price and also your willingness to comply with order if placed against such Rate Contract. A copy of Rate contract signed by the supplier should be sent with the quotation.</p>	
4	Freight & Insurance	<p>Insurance will be arranged by BHEL in case of Ex-Works as well as FCA / FOB basis supplies. In such cases, an amount of 3% towards freight and insurance will be added for cost comparison.</p>	
5	Agency Agreement	<p>Guidelines regarding dealing with Indian agents of foreign suppliers</p> <p>1. BHEL shall deal directly with foreign vendors, where ever required, for procurement of goods. However, if the foreign principal desires to avail of services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of agency agreement.</p> <p>2. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of government of India, issued from time to time.</p> <p>3. The agency agreement should specify the precise relationship between the foreign oem and services to be rendered by agent / associate, whether general in nature or in relation to the particular contract, must clearly stated by the foreign supplier / Indian agent. Any payment, which the agent / associate receives in India or abroad from the oem, whether as commission or as a general retainer fee shall be brought out in record in the agreement and be made explicit in order to ensure compliance to the laws of the country.</p> <p>4. Any agency commission to be paid by BHEL to the Indian agent shall be Indian currency.</p> <p>5. When ever Indian agents are representing on behalf of their principals, the relevant authorization letter and agreement copy to be enclosed along with technical bid to consider the offer.</p>	
		<p>FOR INDIAN SUPPLIES :</p> <p>Suppliers are requested to quote for the delivery mentioned in the enquiry. However, in case it is not possible to meet the delivery requirement of BHEL, they shall mention in the right column the best possible delivery period</p> <p>1) From date of Purchase order =====></p> <p>2) From receipt of material / input data / drawings etc. from BHEL=====> (if applicable)</p> <p>3) From receipt of approval of design documents / drawings etc. by BHEL=====> (if applicable)</p> <p>4) Time from PDI to despatch =====> (if applicable)</p> <p>However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL.</p>	

6	Delivery Period	<p>=====</p> <p>FOR FOREIGN SUPPLIES :</p> <p>Suppliers are requested to quote for the delivery mentioned in the enquiry. However, in case it is not possible to meet the delivery requirement of BHEL, they shall mention in the right column the best possible delivery period</p> <p>1. From date of Purchase order :=====></p> <p>2. From receipt of input data / drawings etc. from BHEL=====> (if applicable)</p> <p>3. From receipt of approval of design documents / drawings etc. by BHEL =====> (if applicable)</p> <p>4. From date of LC Opening=====> (if applicable)</p> <p>5. From date of PO acceptance =====> (wherever issues like export clearance etc. are involved, mentioning the reasons)</p> <p>However BHEL shall inform the vendor about rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL.</p>	
7	Taxes and duties	<p>All Indian suppliers shall clearly mention current sales tax/VAT, Excise duty and Service Tax etc, if any, payable in addition to the quoted price and indicate applicable rates/percentage, item-wise clearly. The vendors should mention applicable Registration Number(s) specifically in their quotation. The suppliers are requested to submit their bids clearly stating applicable taxes and duties. The quoted taxes/duties will be taken for cost evaluation and order placement and no change will be entertained later except in the case of changes made by the government. In case of Service Tax, proof of payment of service tax is required to be submitted for reimbursement of the same.</p>	
8	Payment terms - Capital	<p>Payment</p> <p>1) Through L/C:Please note Payment through Letter of Credit (L/C) is for foreign currency payments only.</p> <p>Where the payments are through L/C (L/C opening charges shall be loaded for landed cost evaluation), payment of Supply value shall be 80% on dispatch and 20% on issue of E&C Certificate. Payment of E&C Value shall be made against E&C certificate issued by BHEL. E&C certificate shall be issued on satisfactory completion of erection, commissioning, job proving, performance test, training to operators etc, as envisaged in PO. The L/C shall be opened by BHEL as per following:</p> <p>(i) With in 30 days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for 30% of the payment towards supply, due on shipment i.e. 24% of the Supply value of PO (30% of 80%)</p> <p>Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enhanced from 24% to 80% of the Supply value of PO</p> <p>The above L/C can be negotiated after the Shipment against submission of B/L or AWB and such other documents as mentioned in the in the PO. The above L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.</p> <p>(ii)15 days prior to the scheduled &confirmed arrival of the technicians of supplier with their names, an irrevocable unconfirmed L/C will be opened for a value equal to 20% of the Supply value of PO plus 100% of the E&C value of PO. The validity of L/C would be sufficient to cover the period required for the completion of E&C plus 21 days as negotiation period.</p> <p>This L/C can be negotiated after: (a) Completion of E&C of the equipment in BHEL and against E&C certificate issued by BHEL and (b) Submission of Performance Bank Guarantee (PBG) by Supplier in the prescribed Format valid for 30 days beyond the warranty period, form one of the Consortium Banks of BHEL or from a reputed Bank and confirmed by Consortium Bank of BHEL for 10% of total PO Value. The PBG confirmation charges shall be borne by vendor.</p> <p>Under all circumstances, CEBG shall be kept valid till be PBG becomes operational.</p> <p>2 Direct Payment (foreign and Indian Suppliers):</p> <p>In case of direct payment , 80% payment of Supply value shall be made with in 45 days form the date of receipt of material at BHEL. Balance 20% of supply value plus 100% of the E&C portion of PO Value will be paid against E&C certificate issued by BHEL and submission of Performance Bank Guarantee (PBG) valid for 30 days beyond the warranty period by Supplier form any of the Consortium Banks of BHEL</p>	

		<p>for 10% of total PO Value in the prescribed Format. The PBG confirmation charges shall be borne by vendor.</p> <p>3. Bank Guarantee and Loading against non acceptance of BHEL,s Payment Terms: If payment terms as mentioned by BHEL are not agreed by bidder, such bidder have to submit Bank Guarantee at the time of payment/opening of LC in the prescribed Format of the amount, exceeding 80% of the PO value, valid till issue of E&C Certificate for the equipment. However, in no case, payment against dispatch shall exceed 90% of the PO Value.</p> <p>Additionally, for any deviation sought including as mentioned above, in Payment Terms by bidder w.r.t. tender conditions, following loading shall be followed: (A) Benchmark Prime Lending Rate(BPLR)of SBI as applicable on the date of tender opening +2%, for the amount & period of relaxation sought by bidder. (B) On account of payment through LC if insisted by bidder , bank charges shall also be loaded for the deviation in (i) opening of LC by BHEL and (ii) period and amount of LC as per prevailing bank rates.</p>	
9	Time period for Supply and E&C-Capital	<p>1 Bidder should quote time period separately for 'Supply' and 'E&C' of equipment. 2 The bidders should quote their earliest schedule for supply and E&C against the schedule indicated in the enquiry. BHEL, however, reserves the right to accept an offer not meeting the enquiry schedule.</p>	
10	Penalty for Delay in supply and E&C-Capital	<p>1 For the purpose of penalty for delay in E&C of the equipment the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. 2 Penalty on delay in 'Supply' and/or 'E&C' will be applicable to the delays attributed to vendor . Penalty will be considered separately for 'Supply' and 'E&C'. The rate of penalty for delayed Supply shall be @ 0.5% per week of delay of total PO value(Supply+E&C). in supply subject to a maximum of 10% of total PO value (Supply+E&C). The rate penalty for delayed E&C shall be @0.5% per week of delay of total PO Value (Supply+E&C) in E&C subject to a maximum of 10% of total PO value (Supply+E&C) Maximum penalty for delay in Supply and E&C together shall be limited to 15% of total PO value (Supply+E&C).</p> <p>In case PO includes more than one machine, the penalty shall be limited to 0.5% per week of delay on total PO Value(Supply+E&C) for the delayed machine. 3 Loading on account of non-acceptance of Penalty for delayed Supply and /or E&C shall be as under: In case any bidder is not accepting the above penalty for delayed Supply and/or E&C, the offer of bidder shall be loaded to the extent to which it is not agreed by the bidder. 4 Incase, any shortage is noticed viz-a-viz PO requirement in the main equipment/spares, such shortages shall be replenished by supplier on for destination basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc. up to destination for such short supplies shall be borne by the supplier. 5. Supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs form BHEL. In the Techno-Commercial Bid, the bidder shall submit milestones for various activities in co-relation with Supply and E&C period quoted by him.</p>	
11	Weight and Packing Dimensions.	The Supplier shall indicate the shipping weight (Kgs) and dimensions(L x W x H in cms) clearly along with offer.	

Note : All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Signature of the bidder with Seal & Date

	ITEM SPECIFICATIONS	Volume - 2 Enquiry NO 441390151
-----------------------------------------------------------------------------------	----------------------------	---------------------------------------

power protection system(2X30kva ups)

SL.No.	Item																														
1	power protection system 2X30kva /360vdc true on-line sine wave Double Conversion UPS SYstem with three phase input - single phase output with IGBT based technology, inbuilt isolation Transformer , LCD Display and parallel redundant mode with common battery bank.																														
	<table border="1"> <thead> <tr> <th data-bbox="316 517 368 555">sl no</th> <th data-bbox="368 517 687 555">Descriptions</th> <th data-bbox="687 517 994 555">BHEL Specifications</th> <th data-bbox="994 517 1343 555">Vendor Specifications/ Deviations</th> </tr> </thead> <tbody> <tr> <td data-bbox="316 555 368 790">1.</td> <td data-bbox="368 555 687 790">Ratings/Output Rating/Nominal DC/Topology/ Input Voltage/Input Frequency/Input PF/Output Voltage/Output Frequency/Isolation Transformer/Power Factor/Crest Factor/Wave Form/THD.</td> <td data-bbox="687 555 994 790">30KVA/24KW/360VDC/IGBT based/415 VAC,335 to 475 VAC/50HZ,48 to 52 HZ./> 0.92/(230 VAC +/- 0.1%)/(50 HZ +/- 0.1% in free running & +/- 4% in sync)/to be provided/0.8 Lag to Unity/3:1/Sinusoidal/< 3% on linear Load</td> <td data-bbox="994 555 1343 790"></td> </tr> <tr> <td data-bbox="316 790 368 1267">2.</td> <td data-bbox="368 790 687 1267">Overload/Transient Response/Ripple/Inverter Efficiency/Overall Efficiency/Protections/Audio Alarm/Metering</td> <td data-bbox="687 790 994 1267">(110% for 30 Mins, 125% for 4Mins, 150% for 10 secs)/(for 0-50% & 50%-100% load change Voltage remains within +/- 5%)/< 3%/> 88%/>85%/ (Inputs & Outputs Over/Under Voltage, Single Phasing DC-High/Under Voltage, Battery Charging Over Current Output Overload/Shortcircuit/Over Temp., UPS auto on when Mains Recovery)/Mains Fail, Battery Low Pre-alarm, Inverter Trip/2*16 Character big LCD display to monitor Input Voltage, Current & Frequency Battery Voltage, Charging & Discharging Current Output Voltage, Current & Frequency.</td> <td data-bbox="994 790 1343 1267"></td> </tr> <tr> <td data-bbox="316 1267 368 1503">3.</td> <td data-bbox="368 1267 687 1503">Indications / Switchgear / Termination / Operating Temp.</td> <td data-bbox="687 1267 994 1503">(Mains-On/Fail/High/Low/Single Phasing DC-On/High, Battery-Low Pre-alarm/Low Trip Inverter-On/Trip/High/Low/Over current)/(MCB/MCCB for Input, Battery, Output)/Input, Battery, Output/0 to 40 Deg C.</td> <td data-bbox="994 1267 1343 1503"></td> </tr> <tr> <td data-bbox="316 1503 368 1615">4.</td> <td data-bbox="368 1503 687 1615">Humidity/Cooling/Noise/Charging Current/Cold Start.</td> <td data-bbox="687 1503 994 1615">Upto 95% Rh (non-Condensing)/Force Air/< 65 dB/(5 to 15 Amps & 10 to 25 Amps)/Provided.</td> <td data-bbox="994 1503 1343 1615"></td> </tr> <tr> <td data-bbox="316 1615 368 1704">5.</td> <td data-bbox="368 1615 687 1704">SCR Static Switch.</td> <td data-bbox="687 1615 994 1704">Changeover < 5 msec in sync, changeover < 20 msec in non-sync)</td> <td data-bbox="994 1615 1343 1704"></td> </tr> <tr> <td data-bbox="316 1704 368 1792"></td> <td data-bbox="368 1704 687 1792">Manufactures Test Certificate</td> <td data-bbox="687 1704 994 1792">Manufacturer's Test Certificate required and shall be provided before dispatch.</td> <td data-bbox="994 1704 1343 1792"></td> </tr> </tbody> </table>	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations	1.	Ratings/Output Rating/Nominal DC/Topology/ Input Voltage/Input Frequency/Input PF/Output Voltage/Output Frequency/Isolation Transformer/Power Factor/Crest Factor/Wave Form/THD.	30KVA/24KW/360VDC/IGBT based/415 VAC,335 to 475 VAC/50HZ,48 to 52 HZ./> 0.92/(230 VAC +/- 0.1%)/(50 HZ +/- 0.1% in free running & +/- 4% in sync)/to be provided/0.8 Lag to Unity/3:1/Sinusoidal/< 3% on linear Load		2.	Overload/Transient Response/Ripple/Inverter Efficiency/Overall Efficiency/Protections/Audio Alarm/Metering	(110% for 30 Mins, 125% for 4Mins, 150% for 10 secs)/(for 0-50% & 50%-100% load change Voltage remains within +/- 5%)/< 3%/> 88%/>85%/ (Inputs & Outputs Over/Under Voltage, Single Phasing DC-High/Under Voltage, Battery Charging Over Current Output Overload/Shortcircuit/Over Temp., UPS auto on when Mains Recovery)/Mains Fail, Battery Low Pre-alarm, Inverter Trip/2*16 Character big LCD display to monitor Input Voltage, Current & Frequency Battery Voltage, Charging & Discharging Current Output Voltage, Current & Frequency.		3.	Indications / Switchgear / Termination / Operating Temp.	(Mains-On/Fail/High/Low/Single Phasing DC-On/High, Battery-Low Pre-alarm/Low Trip Inverter-On/Trip/High/Low/Over current)/(MCB/MCCB for Input, Battery, Output)/Input, Battery, Output/0 to 40 Deg C.		4.	Humidity/Cooling/Noise/Charging Current/Cold Start.	Upto 95% Rh (non-Condensing)/Force Air/< 65 dB/(5 to 15 Amps & 10 to 25 Amps)/Provided.		5.	SCR Static Switch.	Changeover < 5 msec in sync, changeover < 20 msec in non-sync)			Manufactures Test Certificate	Manufacturer's Test Certificate required and shall be provided before dispatch.			
sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations																												
1.	Ratings/Output Rating/Nominal DC/Topology/ Input Voltage/Input Frequency/Input PF/Output Voltage/Output Frequency/Isolation Transformer/Power Factor/Crest Factor/Wave Form/THD.	30KVA/24KW/360VDC/IGBT based/415 VAC,335 to 475 VAC/50HZ,48 to 52 HZ./> 0.92/(230 VAC +/- 0.1%)/(50 HZ +/- 0.1% in free running & +/- 4% in sync)/to be provided/0.8 Lag to Unity/3:1/Sinusoidal/< 3% on linear Load																													
2.	Overload/Transient Response/Ripple/Inverter Efficiency/Overall Efficiency/Protections/Audio Alarm/Metering	(110% for 30 Mins, 125% for 4Mins, 150% for 10 secs)/(for 0-50% & 50%-100% load change Voltage remains within +/- 5%)/< 3%/> 88%/>85%/ (Inputs & Outputs Over/Under Voltage, Single Phasing DC-High/Under Voltage, Battery Charging Over Current Output Overload/Shortcircuit/Over Temp., UPS auto on when Mains Recovery)/Mains Fail, Battery Low Pre-alarm, Inverter Trip/2*16 Character big LCD display to monitor Input Voltage, Current & Frequency Battery Voltage, Charging & Discharging Current Output Voltage, Current & Frequency.																													
3.	Indications / Switchgear / Termination / Operating Temp.	(Mains-On/Fail/High/Low/Single Phasing DC-On/High, Battery-Low Pre-alarm/Low Trip Inverter-On/Trip/High/Low/Over current)/(MCB/MCCB for Input, Battery, Output)/Input, Battery, Output/0 to 40 Deg C.																													
4.	Humidity/Cooling/Noise/Charging Current/Cold Start.	Upto 95% Rh (non-Condensing)/Force Air/< 65 dB/(5 to 15 Amps & 10 to 25 Amps)/Provided.																													
5.	SCR Static Switch.	Changeover < 5 msec in sync, changeover < 20 msec in non-sync)																													
	Manufactures Test Certificate	Manufacturer's Test Certificate required and shall be provided before dispatch.																													
2	Supply of smf batteries of quanta or exide or panasonic make only of capacity on computer loads with rack & interlinks (65AH/12V/30Nos) X 1set to give one hour back up																														
	<table border="1"> <thead> <tr> <th data-bbox="316 1861 368 1899">sl no</th> <th data-bbox="368 1861 687 1899">Descriptions</th> <th data-bbox="687 1861 994 1899">BHEL Specifications</th> <th data-bbox="994 1861 1343 1899">Vendor Specifications/ Deviations</th> </tr> </thead> <tbody> <tr> <td data-bbox="316 1899 368 1962">1.</td> <td data-bbox="368 1899 687 1962">Supply of SMF Battery</td> <td data-bbox="687 1899 994 1962">65AH/12V, 30 Batteries of two sets</td> <td data-bbox="994 1899 1343 1962"></td> </tr> <tr> <td data-bbox="316 1962 368 2004">2.</td> <td data-bbox="368 1962 687 2004">Panels</td> <td data-bbox="687 1962 994 2004">Computer Loads with Racks and Interlinks</td> <td data-bbox="994 1962 1343 2004"></td> </tr> </tbody> </table>	sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations	1.	Supply of SMF Battery	65AH/12V, 30 Batteries of two sets		2.	Panels	Computer Loads with Racks and Interlinks																			
sl no	Descriptions	BHEL Specifications	Vendor Specifications/ Deviations																												
1.	Supply of SMF Battery	65AH/12V, 30 Batteries of two sets																													
2.	Panels	Computer Loads with Racks and Interlinks																													

3	Separate Bypass Panel with 30kva isolation Transformer +servo Controlled voltage stabiliser & automatic changeover switch		
	sl no Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1. Seperate by pass Pannel	By Pass Pannel with 30KVA Isolation Transformer plus Servo Controller Voltage Stabiliser and manual change over switch.	
	2. SCR Static Switch	Provided with changeover < 5 msec in sync, Provided with changeover < 20 msec in non-sync.	
4	Erection and Commissioning Charges		
	sl no Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	Erection Commissioning Charges	erection, commissioning, job proving, performance tests, training to operators. The estimated percentage of E&C value shall be 3% of the total Supplies/ Unit price. Pl specify E& C charges. Kindly note that E&C value should be quoted separately by bidders. Only in case where quoted value is less than the value specified above (%) or separate E&C values are not mentioned in the offer, value for E&C portion shall be deemed to be considered as the value indicated above(%) & accordingly supply value will be adjusted from that quoted value and balance will be released as E&C payment as per Payment term.	
G	General Specifications		
	sl no Descriptions	BHEL Specifications	Vendor Specifications/ Deviations
	1 Warranty:	Total Supplies, excluding Batteries: 1 Year from installation or 18 months from Delivery which ever is earlier. Batteries: 2 years from Delivery. The supplier shall replace the defective batteries and repair/ replace the balance supplies during the warranty period. If a vendor provides warranty more than above period, there is no additional weightage during evaluation. However if their offer emerges as lowest cost, order shall be placed as per quotation.	
	2 AMC Charges (excluding Batteries) beyond standard warranty period of 1 year. pl quote for 2 years, year-wise separately.	Pl quote AMC charges (excluding Batteries)for 2 years beyond the standard warranty of 1 year. pl quote for year-wise separately and service tax rate. BHEL shall place a separate order before the expiry of standard warranty period at the rates quoted, for 2 years or part there of. The AMC charges shall be paid on completion of each year, prorata.	

* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

BHEL R&D

Terms & Conditions of Reverse Auction

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit „online sealed bid? in the Reverse Auction. Non-submission of „online sealed bid? by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure IV) before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (e.g., EXCEL sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, (Annexure VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the „Business Rules of Reverse Auction?, which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS
(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

Vendor Code (to be filled by BHEL)	
------------------------------------	--

Type of Request (Tick one)	NEW	CHANGE
1 Company Name		
2 Address		
3 City with PIN Code		
4 State		
5 PAN Number		
6 TIN/ VAT No.		
7 CST No.		
8 Service Tax No.		
9 Name of Contact Person		
10 Mobile number		
11 Ph. no. with STD Code		
12 Fax No. with STD Code		
13 Email ID		
14 Website (URL)		

BANK DETAILS FOR EFT / RTGS

1	Bank Name	
2	Branch	
3	Branch Code	
4	Branch Address	
5	Branch Phone No	
6	Account No.	
7	Account Type: SB/ Current/ other (Specify)	
8	MICR Code	
9	IFSC Code	

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. 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.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :

Authorised Signatory
Designation :

COMPANY SEAL



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

Ph: 040 - 23772704, Fax: 040 - 23770698, email: mpx@bhelrnd.co.in

VENDOR REGISTRATION FORM

(Indigenous supplier)

[FORM TO BE SUBMITTED* BY THE BIDDER ALONG WITH TECHNICAL-BID]

Before filling, please refer to instructions on page-4

1.0 VENDOR PROFILE:

1.1 Name and address of the vendor:

Phone Nos.:

Fax No.:

Email: 1. _____ 2. _____

1.2 Local representative name & address in Hyderabad/Secundrabad :

Phone Nos.:

Fax No.:

Email:

Contact Person:

Mobile No:

2.0 TYPE OF ORGANISATION:

PROPRIETORSHIP	Company:	Sister Concern (mention vendor registration number of main organization)	
Partnership	CORPORATION	Small Scale Industry	ANY OTHER(Please specify)

In case of SSI unit, copy of registration to be enclosed. It is requested that MSME registration certificate to be enclosed

3.0 ANNUAL TURN OVER:

#	Year	Turn-Over, Rs.
1	Current Year(budgeted)	
2	Previous year (200 - 0)	
3	Prior Year (200 - 0)	

4.0 NAME AND ADDRESS OF THE BANKER:

4.1 Bank Name

4.2 Branch name

4.3 Account number

4.4 Account Type

4.5 MICR Code:

4.6 IFSC Code(RTGS/NEFT):

4.7 Bank Phone number(s),

Blank cheque, duly cancelled, to be enclosed.

Please note that all payments shall be made through Electronic clearance services to your above account against the orders executed, if any.

5.0 REGISTRATION PARTICULARS(relevant copies to be enclosed)

- 5.1 IT Permanent Account No.(PAN):
 5.2 State Sales Tax/VAT Registration No:
 5.3 Central Sales Tax Registration No:
 5.4 ED Registration No:
 5.5 Service Tax Registration No:
 5.6 PF Account No:
 5.7 Labour Licence No:
 5.8 ESI Account No:

6.0 CONTACT PERSON: S/Sri:

Designation:

Phone / Mobile No:

7.0 TOTAL NUMBER OF EMPLOYEES:

Graduates (Engr/Scientists/Mgmt/Fin.)	Consultants	Workers		
		Sup./Skilled	Semiskilled	Unskilled

8.0 LIST OF PRODUCTS/ SERVICES OFFERED:

#	Products/ Services	Capacity
1		
2		
3		
4		
5		
6		

9.0 REFERENCE LIST :

(Only recognized public and private sector companies, attach if printed copy available)

#	Customer	Volume / Year
1		
2		
3		
4		
5		
6		
7		

10.0 INFRASTRUCTURE / FACILITIES:

#	Facility (with specifications)	Age/ Year procured
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

11.0 REGISTRATION WITH OTHER BHEL UNIT/UNITS:

#	Unit	Registration No	Year
1			
2			
3			
4			

12.0 ANY OTHER INFORMATION :

DECLARATION:

The information furnished above is true and authentic.

(CEO / PROPRIETOR)

SEAL:

DATE:

Note:

1. Registered bidders, having BHEL (R&D) registration no. or have submitted this format for registration, need not furnish this information again.
2. The competent authority reserves the right to accept or reject the registration.
3. Vendors approved for registration will be informed by mail / email, as convenient. A separate communication will be sent in case of non-registration also, citing reasons thereof.
4. BHEL reserves the right to take penal action as deemed fit if any of the information provided by the vendor(s) is found to be incorrect.
5. AGM, Head (MM) may be contacted for clarification/additional information on registration.

Instructions

1. Fill all items. Please mention "N.A." for items/ clauses not applicable.
2. Use A4 sheets for this document and the enclosures. Use of additional sheets is permitted if space provided is not adequate.
3. Attach copies of latest documents in respect of items 5.0 (Registration no.s)
4. Photographs of registered office and the chief executive/proprietor shall be furnished.



RD:MPX:F-14

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

SUPPLIER REGISTRATION FORM

(FOREIGN SUPPLIER)

ALL COLUMNS SHOULD BE PROPERLY FILLED IN THE SPACE PROVIDED FOR. WHEREVER IT IS NOT APPLICABLE PLEASE WRITE "NOT APPLICABLE". INCOMPLETE OR INCORRECT FORMS MAY NOT BE CONSIDERED.

1.0 GENERAL INFORMATION:

1.1 NAME OF COMPANY

1.2 DETAILS OF HEAD OFFICE:

ADDRESS :
TELEPHONE :
FAX :
EMAIL :
WEB SITE :

1.3 DETAILS OF FACTORY/WORKS:

ADDRESS :
TELEPHONE :
FAX :
EMAIL :
WEB SITE :

1.4 DETAILS OF MARKETING AGENT

ADDRESS :
TELEPHONE :
FAX :
EMAIL :
WEB SITE :

1.5 CHIEF EXECUTIVE

1.6 CONTACT PERSON(S)
FOR PRODUCT OFFERED

NAME(S) :
OFFICIAL CPACITY :
ADDRESS :
TELEPHONE :
FAX :
EMAIL :

1.7 YEAR OF ESTABLISHMENT

1.8 PRODUCTION CAPACITY PER ANNUM

1.9 PARTICULARS OF PRODUCT INCLUDING
SPECIFICATION AND RANGE OFFERED
FOR REGISTRTION
(Attach brouchers and catalogues)

1.10 NAME(S) OF BANKERS

1.11 BANKER'S CERTIFICATE

1.12 PORT OF LOADING

1.13 NEAREST AIRPORT

1.14 NAME OF THE INDIAN AGENT, IF ANY
WITH AUTHORIZATION LETTER

2.0 FINANCIAL INFORMATION:

2.1 TOTAL CAPACITY

2.2 ANNUAL TURN OVER FOR LAST 3 YEARS

2.3 WHEHER CREDIT LICENSE ACCEPTABLE YES/NO

3.0 QUALITY MANAGEMENT SYSTEMS

ENCLOSED FORMAT PART-B

3.1 EXPERIENCE LIST FOR SAME/ SIMILAR ITEMS
TO BE ENCLOSED

4.0 FUTURE EXPANSION PLANS:

(Give details)

5.0 LIST OF ENCLOSURES:

(Including brochures, catalogues, technical literature etc)

6.0 ANY OTHER INFORMATION:

SIGNATURE OF SUPPIER (Authorized signatory)

NAME :

DESIGNATION :

DATE :

OFFICIAL SEAL

Note:

1. BHEL Reserves the right to take penal action as deemed fit if any of the information provided by the vendor is found to be incorrect.
2. Please attach separate sheets, if space found is inadequate



RD:MPX:F-13

Bharat Heavy Electricals Limited

Corp. R&D DIVISION

VIKAS NAGAR,

HYDERABAD- 500 093 (INDIA)

Ph: 040 – 23772704, Fax: 040 – 23770698, email: mpx@bhelrnd.co.in

GUIDE LINES REGARDING DEALINGS WITH INDIAN AGENTS OF FOREIGN SUPPLIERS

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- v. Whenever Indian agents are representing on behalf of their principals the relevant authorisation letter and agreement copy to be enclosed along with Technical bid to consider the offer.

CONTRACT EXECUTION BANK GUARANTEE BOND

This deed of guarantee made this day of 2014 . by the..... Bank Ltd, (hereinafter referred to as "the Bank") in favour of Bharat Heavy Electricals Limited, Corporate Research and Development division, Vikasnagar, Hyderabad, Andhra Pradesh, india-500093 having its registered Office at New Delhi with its Unit Office at Hyderabad (herein after called BHEL) where as M/s..... having its registered office at (hereafter called the "the Contractor") have entered in to contract with BHEL for the supply of vide Purchase Order No dated

1. We Bank Ltd, do hereby undertake to pay to BHEL an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by BHEL by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order.
2. We, Bank Ltd, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from BHEL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by BHEL by reason of any breach by the said Contractor of any of the terms or conditions contained in the said Purchase Order or by reason of the Contractor's failure to perform the said Purchase Order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs/.....
3. We, Bank Ltd, further agree to the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Order and that it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Purchase Order have been fully paid and its claims satisfied or discharged or till BHEL certifies that the terms and conditions of the said Purchase Order have been fully and properly carried out by the said Contractor and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date the claim shall be enforceable **and Payable only by any one of the BHEL Consortium Banks in India (List is attached herewith)** notwithstanding the fact that the said enforcement is effected after the said date
4. For the purpose of this clause, any letter making demand on the Bank by BHEL dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the Bank **(any one of the BHEL Consortium Banks as per list attached as selected by the vendor)** shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.
5. We,.....Bank Ltd, further agree with BHEL that BHEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Order or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by BHEL against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of BHEL or any indulgence by BHEL to the said Contractor or by any such matter of thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Hyderabad/ Secunderabad, Andhra Pradesh, India.

We, Bank Ltd, lastly undertake not to revoke this guarantee during its currency except with the previous consent of BHEL in writing.

In witness whereof we..... (indicate the name of Bank) have hereunto setout Bank Seal the..... day month 2013

The contact details of the Issuing Bank such as Email ID, Phone No. and Fax No. should be indicated in the CEBG. Also please note that the CEBG should be forwarded to us with the covering letter of the issuing Bank with signature and seal.

-
- 1) It should be typed in the Rs. 100 value of stamp paper.
 - 2) It should be signed by TWO bank officials with Rubber stamp containing names & employee numbers of bank officials.
 - 3) It should be submitted with bank covering letter with sign and seal of the bank official.

Please note that issuance of the CEBG without meeting the above requirement will render the document invalid.

BANK GUARANTEE (BG)/ Performance Bank Guarantee (PBG) format

1. THIS DEED OF BANK GUARANTEE MADE THIS DAY OF MONTH OF YEAR
---- by ----- (name & address of the BANK) (herein after called the **BANK**) in favour of M/s Bharat Heavy Electricals Limited, Corporate R&D, Vikasnagar, Hyderabad - 500 093, Andhra Pradesh, having its registered head office at BHEL House, Siri Fort, New Delhi - 110 049, India (herein after called the **COMPANY**).
2. WHERE AS the **COMPANY** placed a purchase Order on M/s ----- (supplier name) having registered office at ----- (address) (hereinafter Called the **CONTRACTOR**) for Manufacture, Supply, Erection & Commissioning of ----- vide Purchase Order No.----- dated -----for Rs.----- (Rupees -----only)(hereinafter called the **CONTRACT** (which expression shall include all amendments thereto).
3. AND WHEREAS one of the conditions for placing such **CONTRACT** is that the **CONTRACTOR** shall provide the **COMPANY** with **BANK GUARANTEE** to an extent of Rs. --- ----- (**Rupees ----- only**) in pursuance and completion of the terms and conditions of the said **CONTRACT** for the performance of the said **CONTRACT**.
4. AND WHEREAS the **CONTRACTOR** have approached the **BANK** and at their request and in consideration of the arrangement bond arrived at between the said **CONTRACTOR** and the said **COMPANY**, We, the **BANK** have agreed to give such **GUARANTEE** (hereinafter called as **GUARANTEE**) mentioned to the aforesaid **COMPANY**.
5. NOW therefore, these present witness that, We, the **BANK**, by the hand of Shri, -----, its lawfully and duly constituted attorney, do hereby undertake to pay without demur to the aforesaid **COMPANY** a sum of Rs. ----- (**Rupees ----- only**) on demand being made by the said **COMPANY** and to keep the said **COMPANY** indemnified to the extent of Rs.----- (**Rupees ----- only**) by virtue of this **GUARANTEE** against any loss/damage caused to /suffered by the said **COMPANY**, by reason of any breach by the aforesaid **CONTRACTOR** of any of the terms and conditions, stipulations or undertakings or anyone of them contained in the said **CONTRACT** (s) and the tender documents and for the payment of any money payable by the said **CONTRACTOR** to the said **COMPANY** under the terms and conditions of the said **CONTRACT** (the decision regarding the breach, loss, damage or payment due being solely in the **discretion** of the said **COMPANY**). We, the **BANK**, further undertake to pay the aforesaid amount in a lump sum on demand without demur or such part thereof the **COMPANY** may demand from time to time, irrespective of the fact whether the said **CONTRACTOR** admit, or denies such claims or questions its correctness in any Court, Tribunal or Arbitration proceedings before any authority.
6. The aforesaid **GUARANTEE** will remain in force and we shall be liable under the same irrespective of any concession or time, being granted by the said **COMPANY** to the **CONTRACTOR** and the **COMPANY** and **GUARANTEE** will **remain in full force** irrespective of any change of terms, conditions or stipulations or any variations in the terms of said **CONTRACT(S)** irrespective of whether notice of such **change and or variation is given to us or not** and claim to receive such notice of any change and or variation of terms and conditions of the said **CONTRACT** (s) is hereby specially waived off by us. Further, we shall not be released from this **GUARANTEE** by any forbearance or exercise or non exercise of any of the powers or rights under the said **CONTRACT(S)** by the **COMPANY** against the **CONTRACTOR** irrespective of whether notice of such forbearance, enforcement or non-enforcement of any powers or rights, modifications or change made in said **CONTRACT** (s) or concession shown to **CONTRACTOR**

7. The **GUARANTEE** herein contained shall not be determined or affected by the liquidation or winding up or insolvency or change in the constitution of the **CONTRACTOR** but shall in all respects and for all purposes be binding and operative until all payment of all monies due or that may hereafter become due to the said **COMPANY** are settled irrespective of any liability or obligation of the **CONTRACTOR** under the said **CONTRACT**.
8. A reference to this **GUARANTEE** in the **CONTRACT** placed already but pending as on date shall be sufficient to bind the **BANK** in respect of their liability under this **GUARANTEE** and this **GUARANTEE** shall be read as an integral part of the **CONTRACT**.
9. We, the **BANK**, further agree that the **GUARANTEE** herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **CONTRACT** and that it shall continue to be enforceable till all the dues of the **COMPANY** under by virtue of the said **CONTRACT** have been fully paid and its claims satisfied or discharged or till the **COMPANY** certifies that the terms and conditions of the said **CONTRACT** have been fully and properly carried out by the said **CONTRACTOR**.
10. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the courts at Hyderabad/ Secunderabad, Andhra Pradesh-India, only.
11. The **Bank** declares that the BG is enforceable in Hyderabad/ Secunderabad, AP where the **Company** is located, from their branch ----- (Branch address of the Bank). *(this clause is to be incorporated in case the BG is from non-consortium banks).*
12. AND lastly the **BANK** undertakes not to revoke this **GUARANTEE** during its currency except with the prior consent of the **COMPANY** in writing.
13. The **BANK** declares that it has powers to issue this **GUARANTEE** under the **BANK**'s memorandum and articles of association and the undersigned has full powers to do so on its behalf under the powers of Attorney granted to him by the proper authorities of the **BANK**.
14. Notwithstanding anything to the contrary contained herein before, our liability is restricted to **Rs. ----- (Rupees ----- only)**. This **GUARANTEE** is valid up to ----- from the date of execution of this deed and a claim period of 2 months beyond the validity date. Unless a written demand is served under this **GUARANTEE** within 2 months from the end of the above said validity period all the rights of the **COMPANY** under the **GUARANTEE** shall be forfeited and we, the **BANK**, shall be released and discharged from all liability there under.

Dated this ----- Day of ----- Month of Year -----.

 Signature of the person duly
 Authorized to sign on behalf of
 The bank with full address and
 Office seal.

WITNESS:

1

2

CHECK POINTS FOR FURNISHING THE CEBG & Performance Bank Guarantee (PBG)

1. The bank guarantee (BG) should be submitted on Rs. 100/- Non judicial stamp paper or part values totaling to Rs.100/-
2. The Non-judicial stamp paper should be purchased by the issuing bank.
3. The BG should be forwarded along with Banker's covering letter, with signature and seal. The contact details of the Issuing Bank such as Contact person(s), designation, Email ID, Phone No. and Fax No. should be indicated in the document
4. All the details in the blanks to be filled by typing, failing which every hand written entry / corrections should be attested with stamp.
5. The executor (bank authorities) is required to mention the power of attorney no. and date of execution in his favour authorizing him to sign the document.
6. Witnesses column should invariably be signed by the bank officials with name and designation.
7. Clear cut claim period of 2 months beyond the validity date, should be provided as per clause 14.
8. BG No. and date should be mentioned in all pages of BG. All pages should be endorsed/ signed by the executor(s)
9. Please note BG. from co-operative banks are not acceptable.
10. BG. from our consortium banks are preferable. (Our consortium banks list is enclosed).
11. **In case of BG. from non consortium bank (private or public sector bank) the clause no. 11 has to be mentioned with full address of the bank's branch at Hyderabad.**
12. In case of BG issued by foreign Bank, it may be confirmed by our consortium bank in India.
13. BG. of other banks (banks other than consortium banks, public sector banks and cooperative banks), can be accepted if their net worth is more than Rs. 500 crores as on last balance sheet date.(a certificate and copy of latest balance sheet to be given by the bank at the time of giving bank guarantee)

List of Consortium Banks			
A	Nationalised Banks	B	Public Sector Banks
1	Allahabad bank	20	IDBI
2	Andhra bank	C	Foreign banks
3	Bank of Baroda	21	CITI Bank N.A
4	Canara Bank	22	Deutsche Bank AG
5	Corporation bank	23	The Hongkong and Shanghai Banking Corporation Limited
6	Central bank	24	Standard Chartered Bank
7	Indian Bank	25	The Royal Bank of Scotland N.V.
8	Indian Oversea Bank	26	J P Morgan
9	Oriental bank of Commerce	D	Private bank
10	Punjab National Bank	27	Axis Bank
11	Punjab & Sindh Bank	28	The Federal Bank Limited
12	State Bank of India	29	HDFC
13	State Bank of Hyderabad	30	Kotak Mahindra Bank
14	Syndicate Bank	31	ICICI
15	State Bank of Travancore	32	Indusind Bank
16	UCO Bank	33	Yes Bank
17	Union Bank of India		
18	United Bank of India		
19	Vijaya Bank		