



Ref. Enquiry No.: PE/PG/YE1/E-5323/2016  
Dated: 12.08.2016

DUE DATE
02.09.2016
BY 10.00AM

**SUBJECT: TENDER ENQUIRY FOR DC BATTERY AS PER TECHNICAL SPECIFICATION NO. PE-TS-409-508-E001 FOR 1X370MW KPCL YALAHANKA CCPP**

**Our Ref: TENDER ENQUIRY NO: PE/PG/YE1/E-5323/2016, DTD-12.08.2016**

Dear Sir/ Ma'am,

We are pleased to invite your offer in two parts strictly as per Clause-2.0 of the enclosed "Instructions to Bidders" & Clause no-3 & 4 of NIT in quintuplicate, in sealed covers for the under mentioned equipment/system.

SCOPE	BHEL INVITES OFFERS FROM REPUTED VENDORS (REFER PREQUALIFICATION REQUIREMENT AND OTHER REQUIREMENTS GIVEN IN TENDER ENQUIRY LETTER UPLOADED ON OUR WEBSITES) FOR DESIGN, MANUFACTURING, ASSEMBLY, INSPECTION AND TESTING AT MANUFACTURER'S/SUB VENDOR'S WORKS, PROPER PACKING FOR TRANSPORTATION, SUPPLY/DELIVERY TO PROJECT SITE AT FOR SITE (YELAHANKA) ON FREIGHT PRE-PAID BASIS AND SUPPLY OF E&C SPARES, MANDATORY SPARES, TYPE TEST AND SUPERVISION OF E&C OF DC BATTERY PACKAGE INCLUDING ALL ACCESSORIES & AUXILIARIES IN LINE WITH DRAWINGS/ DOCUMENTS/ TEST PROCEDURES APPROVED BY BHEL/CUSTOMER AND AS REQUIRED FOR THE TOTAL SCOPE DEFINED AS PER BHEL TECHNICAL SPECIFICATION NO. PE-TS-409-508-E001 REV 00 FOR 1X370MW KPCL YELAHANKA CCPP
PROJECT	1 X 370 MW KPCL YELAHANKA CCPP
PACKAGE	DC BATTERY
QTY	AS PER BOQ GIVEN IN TECH. SPEC

Your best quotation/offer for the above requirement, in line with our terms and conditions, should either be delivered in person or sent by **COURIER/REGISTERED POST**, to the official inviting tender (s). It shall be the responsibility of the bidder to ensure that the tender is delivered on or before the **due date by 10.00AM**. Part-I bids shall be opened at **11.00AM** on the due date in the presence of authorized representatives of the bidders, who may like to be present.

**Note:-**

1. Please note that Part Supplies offered for Project shall disqualify the bidder's offer.
2. Documents and Credential as per Technical PQR, Techno Commercial Bids and Price Bids should be submitted separately in separate envelopes.
3. Evaluation will be done on overall L1 (Total cost to BHEL) basis with necessary loading as applicable. Incomplete offer or offer for part of NIT BOM/BOQ shall be summarily rejected.

**TERMS AND CONDITIONS: - Please refer GCC Rev-06 which is available on [www.bhelpem.com](http://www.bhelpem.com). You are requested to kindly download the same.**

*Handwritten signature and date 12/8*

MR SUMEET SAHAY  
SR ENGR/PG-1-2  
BHEL/PS-PEM  
POWER PROJECT ENGINEERING INSTITUTE,  
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)  
(OFF) 0120-4213532, 09999498202

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Regd. Office:  
BHEL House  
Siri Fort  
New Delhi-110049



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**TERMS AND CONDITIONS**

**1. INSTRUCTIONS REGARDING CENTRALISED TENDER ROOM:-**

- Vendors are advised to submit the tenders in the tender box, containing Part-I & II offers in separate covers, preferably cloth lined envelopes should be used, properly marked before due date and time.
- The dispatch department shall not accept any tender in torn condition and shall return the same to the courier immediately with the Stamping "Returned to Sender-Package Damaged". Offers in damaged condition will not be considered and no request for extension on this account will be considered.
- Bidder's representative shall deposit the offer in tender box only.
- Bidders shall be allowed in the tender room in area identified for bidders and only one authorized representative from each bidder shall be allowed.
- Bidder shall not be allowed to carry mobile/camera/ laptop in the tender room. The same shall have to be deposited at security in advance and taken back after tender opening.
- Details of offers shall be read out to bidders and in no case the offers shall be handed over to any of the bidders for noting down.
- Please ensure tender submission, minimum 1 hour before scheduled tender opening time. Late tenders shall not be accepted.

2. Enquiry No., due date etc. must be legibly superscribed on the sealed envelopes as per clause no. 2.0 of "Instructions to Bidders".

3. Offers should be submitted in two parts in Two separate sealed covers as follows:

- Part-I Bid :- Documents and Credential as per Technical PQR and Techno-Commercial offer
- Part II Bid :- Price Bid

4. Following terms and conditions will be made part of NIT:-

- Bidders to submit all documents concerning PQR (Technical), Techno-commercial offer along with the un-priced price bid and un-priced schedule of Technical-Commercial Deviation in a sealed envelope superscripted with heading "Part-I Bid – Technical PQR and Techno-Commercial Offer".
- Bidders to submit their Price Bid and Priced schedule of Technical-Commercial Deviation in a sealed envelope superscripted with heading "Part-II Bid – Price Bid".
- Part I bid will be opened on date & time mentioned in the NIT or subsequent corrigenda/amendments, if any.
- Techno-commercial offer of only those bidders shall be evaluated who will meet the Technical pre-qualifying requirement of the tender.

Credentials of the bidders meeting the prequalifying requirements shall be taken up with customer for approval.

e) After finalization of Techno-commercial evaluation, offers of BHEL and Customer approved vendors who have qualified in the Techno-commercial evaluation shall be considered for Price Bid Opening/RA.

5. Bidders shall submit their offers meeting the requirements of the following tender documents (enclosed) and other Terms and Conditions included in this Enquiry Letter:

- ANNEXURE-I of GCC Rev. 06: Letter to be furnished by the Bidders.
- DEFINITION OF TERMS.
- Volume-I: Comprising i) Part-A: Instructions to Bidders, ii) Part-B: General Commercial Terms & Conditions and iii) Special Conditions of Contract, if applicable.



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- **Volume-II:** Comprising i) **Part-A:** General Technical Conditions and, ii) **Part-B:** Technical Specification.
- **Volume-III:** Schedules and Data Sheets.

All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.

6. Vendors shall quote in accordance with the requirements mentioned in the tender documents. In case of deviations (Technical/ Commercial), the same shall be highlighted separately giving Clause references along with the Cost of withdrawal of Deviations as per **Annexure-II to GCC Rev 06 of "DEVIATION SHEET (COST OF WITHDRAWAL)"** along with reasons for taking such deviations

**Bidder to note all the points mentioned in "Notes" of Annexure-II to GCC Rev 06**

7. **Please note the following:**
- a. **Price format is enclosed for compliance.**
  - b. **SCC enclosed for compliance.**
  - c. **GCC enclosed for compliance.**
8. Tenders shall be submitted strictly in accordance with the requirements of the above tender documents.
9. Standard pre-printed terms & conditions of the tenderers shall not be considered valid.
10. Validity of offer shall be as per **Clause No. 7.0, "Instructions to Bidders"** of GCC Rev 06.
11. Unsolicited fresh/revised Price Bids shall not be entertained.
12. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
13. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be despatched to the **Project site/Owner's inspection** at the hold points specified in the approved Quality Plan and issue of Material Despatch Clearance Certificate (MDCC)
14. Late tenders will be rejected.
15. Tenders and all correspondence thereof, shall be addressed to the undersigned by name & designation and sent at the following address:

<b>Mr. SUMEET SAHAY, SR ENGR, PG-I-2</b> M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: SUMEET SAHAY/ PG-I-2 E-MAIL: <a href="mailto:sumeetsahay@bhhelpem.co.in">sumeetsahay@bhhelpem.co.in</a> Ph. No. 0120-4213532 ,09999498202	<b>Mr. HEMANT KUMAR KAUSHIK, DY MANAGER, PG-I-2</b> M/s Bharat Heavy Electricals Ltd., Project Engineering Management, Power Project Engineering Institute, HRD & ESI Complex, Plot No 25, Sector-16 A, Noida-201301 Kind Attn: HEMANT KUMAR KAUSHIK / PG-I-2 E-MAIL: <a href="mailto:hkkaushik@bhhelpem.co.in">hkkaushik@bhhelpem.co.in</a> Ph. No. 0120- 4213549,0 9540180895
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16. Definition of Terms is also enclosed. These definitions will apply to all the tender documents including this Enquiry Letter.

*Handwritten signature and date 12/8*



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17. Delivery:

For Main Supply :- Six (06) months from date of Drg/Doc approval in CAT I

Bidder to submit drawings/documents as per Annexure IV of Sec I Vol II of Technical Specification PE-TS-409-508-E001 and Annexure A to NIT within 2 weeks from date of PO. Vendor to re-submit documents within 10 days, taking care of all the comments of BHEL

Mandatory Spares to be delivered within 04 months from Manufacturing clearance or 20.06.2017 whichever is later. Separate dispatch/ manufacturing clearance will be issued for Mandatory Spares.

Delivery for Electrolyte (Sulphuric Acid) shall be within one month from date of BHEL clearance by BHEL PEM.

Delivery for Supervision of E&C – Vendor to depute their engineer within 15 days from site intimation.

18. Prices shall be firm.

19. PRE-QUALIFICATION REQUIREMENT:-

Bidders will be asked to fill up the details in "TECHNICAL PRE-QUALIFYING REQUIREMENT" as per the conditions mentioned in the PQR and also to submit the credentials.

Bids of only those bidders shall be evaluated who meet the Technical pre-qualifying requirements (if applicable). Credentials of the bidders meeting the prequalifying requirements shall be taken up with customer for approval. Price Bid of only BHEL and customer approved vendors shall be opened.

20. Bidder to note for compliance that this is conditional enquiry, the price bid (Part-II) opening/RA is subjected to

- Approval of bidder by the BHEL PEM.
- Approval of bidder by Customer. Same shall be taken up by us with customer based on the credentials/reference list. So vendors to submit the credentials before Part-I opening or along with their offer.

21. Bidders have to quote freight charges in percentage of their quoted ex-works prices for Indigenous items.

22. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS AS PER GCC (06), SCC (REV 03) AND NIT". In case of deviations, bidder to clearly mention the same with their techno-commercial offer as per Point No-6 of NIT.

23. All the above Tender Documents shall automatically become a part of the Order/Contract after its finalization.

24. The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL website [www.bhel.com](http://www.bhel.com).

25. "The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice."

BHEL Fraud prevention policy is also uploaded in vendor's section on [www.bhelpem.com](http://www.bhelpem.com).

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26. Bidders are requested to visit constantly our website to update them self for any technical or commercial change in the NIT.
27. All corrigenda, addenda, amendments, time extensions, clarifications, etc to the tender will be hosted on BHEL website ([www.bhel.com](http://www.bhel.com)) & BHEL-PEM website ([www.bhelpem.com](http://www.bhelpem.com)) only. Bidders should regularly visit websites to keep themselves updated.
28. CIF allocation is not applicable for this tender. Bidder to quote accordingly.
29. Bidders to submit their offers strictly in line with the enclosed price format.
30. Inspection shall be done by BHEL/ END CUSTOMER/Third party Agency (finalized by BHEL).
31. May please find the copy of our GCC (Rev 06) on our website [www.bhelpem.com](http://www.bhelpem.com)
32. Any other taxes & duties applicable on the date of bid but not quoted by the bidders shall be to bidder account.
33. Foreign & indigenus bidders participating through open/limited tender will necessarily have to but class III DSCs issued by the certifying authorities in India. Basic procedure/ checklist is uploaded on [www.bhel.com](http://www.bhel.com).
34. Non- registered bidder to submit the credentials required for Registration in BHEL PEM:-  
"Online Registration Portal is operational in BHEL. Non-registered Vendors, who wish to apply for registration with BHEL-PEM, have to apply through Online Registration Portal available at [www.bhelpem.com](http://www.bhelpem.com) - vendor section - Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration has to be uploaded on the website and submit the application for registration. One set of hard copy of the filled-up SRF downloaded from Online Registration Portal duly signed and stamped has to be submitted."
35. Bidder is requested to quote their best competitive prices. "BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.  
In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit online sealed bid in the Reverse Auction. Non-submission of online sealed bid by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.  
Terms and Conditions of Reverse Auction shall be as per attached annexure-AA.
36. Foreign bidders quoting along with their Authorised Indian associates to comply with BHEL corporate circular AA:MM:AGENCY dated 06<sup>th</sup> August 2010 for the guidelines regarding dealings with Indian agents of Foreign bidders (as enclosed).
37. L1 bidder will have to submit BG as per format mentioned in Annexure B to NIT instead of format mentioned in GCC Rev 06
38. Please note that for technical bid, detailed offers are to be submitted including the following along with the Price schedule as per BHEL format enclosed with NIT:-  
• Acceptance of GCC Rev-06.  
• Acceptance of Special Conditions of Contract

*[Handwritten signature]*  
12/8

MR SUMEET SAHAY  
SR ENGR/PG-1-2  
BHEL/PS-PEM  
POWER PROJECT ENGINEERING INSTITUTE,  
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)  
(OFF) 0120-4213532, 09999498202

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Regd. Office:  
BHEL House  
Siri Fort  
New Delhi-110049

**Project  
Engineering  
Management**

**Bharat Heavy Electricals Limited**  
(A Govt. Of India Undertaking)



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- Duly filled, signed & stamped Annexure-I of GCC Rev-06
- GA Drawings, if any.
- Guarantee Clause – As per (General Conditions of Contract) GCC, Rev. 06
- Pre-qualifying Requirement (PQRs) - TECHNICAL PQR
- Technical Deviations and Commercial Deviation, if any as per format enclosed at Annexure-II of GCC Rev 06
- Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of Acceptance of terms & instructions conveyed.
- Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row.
- Separate sealed price-bid envelope mentioning name of the project/package in BOLD LETTER on the top of Each envelope.

**Note: Tenderer must submit UN-PRICED Price format duly filled mentioning the word "QUOTED" in place of actual price given in sealed price bid.**

Thanking you,

Yours faithfully,  
For and on behalf of BHEL

(Signature of official with Name & Designation)

**सुमीत सहाय / SUMEET SAHAY**  
वरिष्ठ अभियन्ता (पी.जी.-1-2)/Sr. Engineer (PG-I-2)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड/Bharat Heavy Electricals Ltd.  
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन  
Power Sector-Project Engineering Management  
प्लॉट नं.-25, सेक्टर-16ए, नोएडा-201 301  
Plot No. 25, Sector-16A, Noida-201 301

**Enclosure:**

1. Enquiry Terms & Conditions
2. Price Format (Prices should be quoted in this format only)
3. Terms and Conditions of Reverse Auction
4. Techno-Commercial Deviation Sheet (Annexure-II to GCC Rev 06)
5. BOQ & Technical Specifications
6. SCC of the project
7. Technical PQR
8. Cost of Withdrawal sheet, if applicable

MR SUMEET SAHAY  
SR ENGR/PG-I-2  
BHEL/PS-PEM  
POWER PROJECT ENGINEERING INSTITUTE,  
PLOT NO. 25, SECTOR - 16A, NOIDA (UP)  
(OFF) 0120-4213532, 09999498202

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Regd. Office:  
BHEL House  
Siri Fort  
New Delhi-110049



**BHARAT HEAVY ELECTRICALS LIMITED**  
**PROJECT ENGINEERING MANAGEMENT**

**ANNEXURE A TO NIT REF NO- PE/PG/YE1/E-5323/2016 DTD-12.08.2016**  
**DOCUMENTS SUBMISSION SCHEDULE**

SL. No.	DOCUMENT TITLE	DWG. / DOCUMENT No.	SUBMISSION SCHEDULE
1	Data Sheet for battery	PE-V0-409-508-E201	Within two weeks from the date of LOI
2	Battery sizing calculation (Including battery catalogues, curves etc)	PE-V0-409-508-E202	Within two weeks from the date of LOI
3	Fault calculation & Connector sizing calculation	PE-V0-409-508-E203	Within two weeks from the date of LOI
4	General Arrangement drawing for Battery	PE-V0-409-508-E204	Within two weeks from the date of LOI
5	Bill of Material for the battery	PE-V0-409-508-E205	Within two weeks from the date of LOI
6	List of Mandatory Spares for battery	PE-V0-409-508-E206	Within two weeks from the date of LOI
7	O & M manual for battery	PE-V0-409-508-E207	Within one week after conduction of Type test
8	Field Quality Plan for battery	PE-V0-409-508-E208	Within two weeks from the date of LOI
9	Type test reports for the battery	PE-V0-409-508-E209	Within one week after conduction of Type test
10	Cable Termination arrangement for battery terminal	PE-V0-409-508-E210	Within two weeks from the date of LOI
11	Quality Plan for battery	PE-V0-409-508-E211	Within two weeks from the date of LOI
12	Battery room lay out	PE-V0-409-508-E212	Within two weeks from the date of LOI

  
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**सुमीत सहाय / SUMEET SAHAY**  
वरिष्ठ अभियन्ता (पी.जी.-1-2)/Sr. Engineer (PG-I-2)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन  
Power Sector-Project Engineering Management  
प्लॉट नं.-25, सेक्टर-16ए, नोएडा-201 301  
Plot No. 25, Sector-16A, Noida-201 301



# BHARAT HEAVY ELECTRICALS LIMITED


## PROJECT ENGINEERING MANAGEMENT

**ANNEXURE – AA TO NIT REF NO-NIT REF NO-PE/PG/YE1/E-5323/2016 DTD-  
12.08.2016**

### **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.
16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.

  
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सुमीत सहाय / SUMEET SAHAY  
वरिष्ठ अभियन्ता (पी.जी.-1-2) / Sr. Engineer (P.G.-1-2)  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन  
Power Sector-Project Engineering Management  
फ्लॉट नं.-25, सेक्टर-16A, नई दिल्ली-201 301  
Plot No. 25, Sector-16A, New Delhi-201 301

ANNEXURE B TO NIT.

**BANK GUARANTEE FOR PERFORMANCE SECURITY**

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited<sup>1</sup> (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at \_\_\_\_\_ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at \_\_\_\_\_<sup>2</sup> hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated .....<sup>3</sup> valued at Rs.....<sup>4</sup> ( Rupees \_\_\_\_\_)/FC.....(in words.....) for .....<sup>5</sup> (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to .....% (... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ....., (hereinafter referred to as the Bank), having registered/Head office at ..... and inter alia a branch at ..... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs \_\_\_\_\_ ( Rupees \_\_\_\_\_) without any demur, immediately on a demand from the Employer, .

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. \_\_\_\_\_.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the contractors/supplier shall have no claim against us for making such payment.



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 Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We ..... BANK further agree with the Employer that the Employer 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 Contract or to extend time of performance by the said Contractor/Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including.....<sup>6</sup> and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the .....<sup>7</sup>we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....<sup>8</sup>
- b) This Guarantee shall be valid up to .....<sup>9</sup>
- c) Unless the Bank is served a written claim or demand on or before \_\_\_\_\_<sup>10</sup> all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.



We, \_\_\_\_\_ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of  
(Name of the Bank)

Dated.....

Place of Issue.....

<sup>1</sup> NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

<sup>2</sup> NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

<sup>3</sup> DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

<sup>4</sup> PROJECT/SUPPLY DETAILS

<sup>5</sup> BG AMOUNT IN FIGURES AND WORDS

<sup>6</sup> VALIDITY DATE

<sup>7</sup> DATE OF EXPIRY OF CLAIM PERIOD

<sup>8</sup> BG AMOUNT IN FIGURES AND WORDS.

<sup>9</sup> VALIDITY DATE

<sup>10</sup> DATE OF EXPIRY OF CLAIM PERIOD

**Note:**

1. Units are advised that expiry of claim period may be kept 2/3 months after validity date.
2. In Case of Bank Guarantees submitted by Foreign Vendors-
  - a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
  - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
    - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
    - b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.
    - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
    - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.





MAIN SUPPLY

SL NO	ITEM DESCRIPTION/SERVICE	ITEM CODE	UOM	TOTAL QTY	UNIT EX-WORKS PRICE (DULY PACKED) (INR)	TOTAL EX-WORKS PRICE (DULY PACKED) (INR)	ED (INCLUDING CESS) @ % (INR)	CST/VAT @ % Against Form 'C' /E/IE/II (INR)	SERVICE TAX @ (INR)	FREIGHT CHARGES (INCLUDING SERVICE TAX) @ % OF TOTAL EX WORKS (INR)	TOTAL F.O.R SITE PRICE (INR)	UNIT F.O.B. PRICE (INCLUDING SEAWORTHY PACKING, HANDLING AND TRANSPORTATION TO VENDOR'S OWN PORT) (CURRENCY)	TOTAL F.O.B. PRICE (INCLUDING SEAWORTHY PACKING, HANDLING AND TRANSPORTATION TO VENDOR'S OWN PORT) (CURRENCY)	FOR FOREIGN BIDDERS		
														OCEAN FREIGHT (CURRENCY)	OCEAN / MARINE INSURANCE	CUSTOM DUTY AFTER AVAILING CENVAT BENEFIT IF APPLICABLE (INR)
<b>FOR INDIAN BIDDERS</b>																
A	<b>220V DC BATTERY (MAIN PLANT)</b>															
A.1	220V DC, AH capacity to be decided by bidder as per Annexure-II of Section-I of Technical Specification, 1.85 ECV, 108 cells, Lead-Acid plate High discharge type battery with all accessories listed at Sl.no. A.2 below.	508-11013-A	Set	2												
A.2	<b>LIST OF ACCESSORIES 220V DC BATTERY (for each set of battery)</b>	508-11013-A														
A.2.1	Electrolyte (sulphuric acid for first filling plus 10% extra in non-returnable container)		Set	1											BHEL SCOPE	
A.2.2	Battery racks (as per Technical Specification) properly treated with Acid resistance		Set	1											BHEL SCOPE	
A.2.3	Stand insulators, rubber pad etc. (as per Technical Specification) for rack plus 5% extra		Set	1											BHEL SCOPE	
A.2.4	Cell interconnectors (as per Technical Specification) with 5% extra and end take-off with one no. extra		Set	1											BHEL SCOPE	
A.2.5	Connection hardware (as per Technical Specification) plus 5% extra		Set	1											BHEL SCOPE	
A.2.6	Cell numbering tags with fixing arrangement (1set)		Set	1											BHEL SCOPE	
A.2.7	Cable clamps (as per Technical Specification) with hardware		Set	1											BHEL SCOPE	
A.2.8	Hydrometer (in steps of 0.005)		No	1											BHEL SCOPE	
A.2.9	Set of hydrometer syringes (suitable for the vent holes in different cells for specific gravity reading)		Set	2											BHEL SCOPE	
A.2.10	Pocket Thermometer for measuring electrolyte temperature (Digital type)		No	3											BHEL SCOPE	
A.2.11	Thermometer (0 to 100 deg.) with Min. Max Temp indicator with plug & cap (having specific gravity correction scale)		No	1											BHEL SCOPE	
A.2.12	Cell testing digital voltmeter (3-0-3V) with testing leads		No	1											BHEL SCOPE	
A.2.13	Rubber apron		No	2											BHEL SCOPE	
A.2.14	Pair of rubber hand gloves		Pair	2											BHEL SCOPE	
A.2.15	Pair of insulated spanners		Set	1											BHEL SCOPE	
A.2.16	No smoking notice		No	1											BHEL SCOPE	
A.2.17	Goggles (Industrial)		No	1											BHEL SCOPE	
A.2.18	Instruction card		No	1											BHEL SCOPE	
A.2.19	Electrolyte resistant plastic funnels		No	2											BHEL SCOPE	
A.2.20	Electrolyte resistant plastic jugs		No	2											BHEL SCOPE	

*Handwritten signature/initials*





**DEVIATION SHEET (COST OF WITHDRAWL)**

**PROJECT:- 1 X 370 MW YELAHANKA CAPP (KPCL)**

**PACKAGE:- 220V DC BATTERY**

**TENDER ENQUIRY REF NO-PE/PGYE1/E-5323/2016, DTD-12.08.2016**

**NAME OF VENDOR:-**

SL NO	VOLUME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/NEGATIVE)	REASONS FOR QUOTING DEVIATION
<b>TECHNICAL DEVIATIONS</b>									
<b>COMMERCIAL DEVIATIONS</b>									

**PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE**

NAME	DESIGNATIONS	SIGN & DATE

**NOTES:**

- For self manufactured items of bidder, cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawl of deviation will be applicable on the basic price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
- Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered
- For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
- All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
- Cost of withdrawl is to be given separately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawl (positive/negative) is not specified it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.

**सुमीत सहस्र / SUMEETS AHAY**  
 बरिच अभियन्ता (पी.जी.ए-2)/स. इंजीनियर (PG-1-2)  
 भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals Ltd.  
 पावर सेक्टर-परियोजना इंजीनियरिंग प्रबंधन  
 Power Sector- Project Engineering Management  
 ब्लॉक नं.-25, सेक्टर-16 ए, नोएडा-201 301  
 Plot No. 25, Sector-16A, Noida-201 301

