



**Bharat Heavy Electricals Limited**  
Electronics Division  
Mysore Road, Bangalore – 560 026

**NOTICE INVITING TENDER**

1. Tender Reference : BHEL/EDN/ITS/UPS/2015 dtd 20/04/2015
2. Name of the work : Supply, Installation and Maintenance of  
Un-interrupted Power Supplies (UPS)
3. Duration of Contract : **Five Years – 5 year Financial Lease**
4. Earnest money deposit : Rs. 1,00,000 (Rs. One Lakh only)
5. Last date and time for the receipt of completed tender : before 13.00 Hours on 13-05-2015
6. Date and time for tender opening : At 13:30 Hours on 13-05-2015
7. Place of submission of Completed tender : To be dropped in the **IT&S (Box No. 2)**  
Tender Box kept in the Reception Area at BHEL,  
Electronics Division, Mysore Road, Bangalore – 560 026.

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

1. Scope of Work and Instructions & Guidelines to bidders – Annexure I
2. PQC – Annexure II
3. General Terms and Condition – Annexure III
4. Commercial Terms & Conditions and Compliance Format – Annexure IV
5. Technical Specifications & Compliance Format - Annexure V
6. Price Bid Format – Annexure VI
7. Terms and conditions of Reverse auction – Annexure VII

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

For Bharat Heavy Electricals Ltd.,

**(Sachin Kumar)**  
Engineer / IT&S  
Phone: 26998471



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**Annexure - I**

**1. SCOPE OF WORK:**

1.1. The scope includes supply, installation, maintaining of Un-interrupted Power Supplies (UPS) for a period of 5 years on Financial Lease as per Specifications at Annexure - V.

1.2. Number of equipment to be supplied: 3 Nos. of 2x20 KVA.

Lease Period under the Leasing scheme shall be for FIVE years and the Quarterly Lease Rentals and Unit Price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance including repair/replacement of parts during the lease period, insurance and any other incidental charges. The all applicable taxes like Lease Tax/ Right-To-Use (RTU) Tax will be payable extra as per actuals. Lease Period of FIVE years shall start from the date of successful installation by vendor and acceptance by BHEL. Pro rata lease rental charges will be payable for the quarter in which installations & acceptance takes place as per terms & conditions. Vendor/Lessor shall be responsible for comprehensive on-site maintenance of the supplied equipment & services during the entire lease period. Payments shall be released on quarterly basis, as per Payment terms and other Commercial Terms & Conditions.

**2. INSTRUCTIONS & GUIDELINES TO BIDDERS:**

**2.1. DEFINITIONS:**

- a) **BIDDER:** Bidder means the entity offering for this tender.
- b) **VENDOR:** The successful bidder who will be installing and maintaining the equipment during the entire lease period.
- c) **OEM:** OEM means Original Equipment Manufacturer whose equipment is being offered by the bidder for this tender.
- d) **LESSOR:** The owner of equipment, who will be leasing to lessee under an agreement.
- e) **LESSEE:** BHEL

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

- a) The bids for this tender are solicited only from Original Equipment Manufacturer or Authorized dealer who is offering the UPS equipment. Bidder should be single entity and not a consortium. Financing agencies are not eligible for bidding.
- b) In case bidder brings any third party financing agencies, details are to be furnished as part of the techno-commercial bid.
- c) The bidder shall closely peruse all the clauses, specifications and requirements etc., indicated in the tender documents, before quoting. Should the bidder have any doubt about the meaning of any portion of the tender specifications or find discrepancies or omissions in the specifications or if the tender documents are found to be incomplete or require clarifications on any of the technical aspects, scope of work etc. he shall at once contact the official inviting the tenders, for clarifications, before submission of the tender.



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- d) Bidders are advised to study all the tender documents carefully. Any submission of tender by the bidder shall be deemed to have been done after careful study and examination of the tender documents and with the full understanding of the implications thereof.

**2.3. EXPECTATIONS FROM BIDDER**

Bidder is required to give a total solution & services as per specifications enclosed. The Bidder is fully responsible for the services and the total solution. In case any extra item is required for complete functioning of the equipment, the same must be quoted.

**2.4. Wherever, Service Tax is applicable**

1. The Tenderers shall furnish the service Tax Registration Number in their offer
2. If the Tenderer is not having Service Tax Registration Number, he shall submit an undertaking to the effect that
  - a. in case he is awarded the contract, he shall register with Service Tax Authorities and furnish the Registration Number before commencement of work.

OR

- b. his turnover value is below the threshold limit prescribed by the Service Tax Act and in case he is awarded the contract, whenever his turnover crosses the threshold limit at any time during the execution of the contract, he shall forthwith register with Service Tax Authorities and furnish the Registration Number to BHEL. (This sub-clause is NOT applicable where the taxable turnover of the present tender is above the prescribed threshold limit).
3. Any offer not complying with the above clauses is liable to be rejected.
4. The above clauses apply even where the price quoted is “inclusive of taxes”.
5. If the Service Tax Registration Number is not furnished to BHEL before the first bill is submitted (except as provided in clause 2(b) above), the bills will not be passed (even if the price is “inclusive of taxes”).
6. In case of contracts involving multiple bills, every bill (commencing with the 2nd bill) shall be accompanied with a declaration that the contractor has discharged his tax liability on the earlier bill (i) by paying the money to the Government (along with Challan details) or (ii) by utilization of input Service Tax Credit available with him or (iii) being exempt as his turnover continues to be below the threshold limit. In the absence of such a declaration, the bill shall not be passed.
7. In case of contracts involving a single bill, the bill shall be accompanied with an undertaking that the contractor shall discharge his tax liability on that bill as per law.



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**ANNEXURE – II**

**1. PRE- QUALIFICATION CRITERIA**

- 1.1. Bidder should be either Original Equipment Manufacturer or should be Authorized Dealer.

In case the bidder is a Dealer of the OEM, a valid certificate/Authorization Letter and Agreement copy (if any) by the OEM, clearly stating the relationship, guaranteeing support for offered components for a period of at least 5 years and authorizing the Partner to quote for this tender is to be furnished. The Certificate/ Authorization Letter specific to this tender must be issued by Authorized Representative of the OEM.

- 1.2. The Bidder should have Registered and Incorporated office in India for last 3 years. Alliance/liaison office in India shall not be accepted.
- 1.3. Bidder and OEM should have a clean track record, i.e. the bidder should not be under hold or blacklist by any of the BHEL units as on bid opening date. To this effect, a declaration should be given by the bidder
- 1.4. The Bidder's Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least 30% of the reference value.

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

- 1.5. The bidder should have experience in successfully executing similar works, not necessarily on lease rental basis during last 7 years ending last day of month previous to the one in which applications are invited. The experience should be either of the following:
- a. Three similar completed works costing not less than the amount equal to 40% of reference value.
  - OR
  - b. Two similar completed works costing not less than the amount equal to 50% of the reference value.
  - OR
  - c. One similar completed work costing not less than the amount equal to 80% of the reference value.

“**Similar works**” means Supply, installation & maintenance of similar equipment like UPSs.

**Note: For the purpose of evaluating PQC the reference value shall be:**

- a) Rs.34.34 Lakhs for Outright**
- b) Rs.47,92,500/- for Lease**



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### **NOTE:**

Bidder shall provide customer references with number of equipment supplied including details such as: Name of the unit / company, Name of the contact person; Address/ e-mail id, Mobile and Office phone of contact person.

Document to be submitted:

- a. Proof of receipt of works.
- b. Proof for completion of works from customer.



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**ANNEXURE – III**

**1. GENERAL TERMS AND CONDITIONS**

**1.1. SUBMISSION & OPENING OF BIDS**

The offer shall be submitted in **Two** parts as follows in separate sealed envelopes.

**1.2. PART-I : EMD & TECHNO-COMMERCIAL BID**

This part shall consist of the following:

- a) EMD in the form of Pay Order/ Bank Draft in favour of “Bharat Heavy Electricals Limited” payable at Bangalore. In the absence of submission of EMD, the offer is liable for rejection; however eligible MSE bidders are exempted.  
“MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (format enclosed at Annexure-3A where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid). Non submission of such document will lead to consideration of their bid as par with other bidders. No benefits shall be applicable for this enquiry if any deficiency in the above required document is not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by Gazetted officer.”

The Earnest Money will be refunded to the bidders after finalization of the award of work.

- b) Technical offer/ details including literature/leaflets. The bidder can offer only as per technical specifications of the equipment.  
c) Authorization letters from OEMs.  
d) Certificates enlisted in technical specifications.  
e) Technical Compliance Statement as per enclosed format only.  
f) Commercial terms compliance statement as per enclosed format only.  
g) Unpriced copy of price bid as per enclosed format only.  
h) Documentary evidence as mentioned in the prequalification criteria.

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

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

- a) Price bid containing PRICES only is to be submitted (in the enclosed Price Schedule format only). Prices shall be quoted in Indian Rupees only. Bidder has to give details of applicable Duties and Taxes.



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b) **Price Bid should not contain any technical details and/or Commercial Terms & Conditions** as the same are supposed to be contained in PART-I only so that the same can be evaluated before opening of Price Bid(s).

1.5. BHEL reserves the right to resort to **Reverse Auction** procedure to decide the lowest price bid among techno-commercially cleared bids. The bidders should provide consent letter agreeing for Reverse Auction. In case BHEL does not resort to Reverse Auction, the price bids submitted shall only be opened as per BHEL's standard practice without seeking revised quotes on account of BHEL not going for reverse auction.

1.6. **MARKING ON ENVELOPE:** Part-I and Part-II offers shall be submitted in two separate envelopes with bidder's distinctive SEAL and super-scribed as follows.

**PART – I:**

- 1. TENDER ENQUIRY NUMBER AND ITEM DESCRIPTION**
- 2. DUE DATE OF OPENING**
- 3. “TECHNO-COMMERCIAL BID”**

**PART – II:**

- 1. TENDER ENQUIRY NUMBER AND ITEM DESCRIPTION**
- 2. DUE DATE OF OPENING**
- 3. “PRICE BID”**

1.7. Tenders should be addressed to the **Engineer (IT&S), Electronics Division, Bharat Heavy Electricals Limited, Mysore Road, Bangalore – 560 026**. The full name and address of the bidder, the name of the work and date of opening should be indicated on the cover.

1.8. Tenders submitted by post should be sent by “**Registered Post with Acknowledgement Due**”. These should be posted with due consideration for any delay in postal delivery. Tenders received after the due date and time of opening of tenders is liable to be rejected.

1.9. If in any case, the date of tender opening falls on Holiday, the tender will be opened on the next working day.

## **2. General Instructions and Guidelines**

2.1. The local address of the bidder, the name of the person to whom all the correspondence are to be addressed should be indicated with telephone number and FAX / E-mail address.

2.2. Bidder shall fill in all the required particulars in the format provided for this purpose in the tender documents and also sign each and every page of the tender document including the drawings attached there to before submitting tender.

2.3. Bidder shall not increase their quoted rates, once the bidder has submitted his quotation and during execution of the entire contract period in case his tender is accepted.

2.4. In case, bidder finds discrepancies or omissions in the drawings / specification / details attached to the tender documents or should be in doubt as to their meaning he should at



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once address to the authority inviting the tender for clarifications. Every endeavor is made to avoid any error which can materially affect the basis of the tender but the successful bidder shall take upon himself to provide for the risk of any error which may be subsequently discovered and shall make no subsequent claim on account thereof.

- 2.5. In the event of tender being submitted by a firm the tender must be signed separately and legibly by each partner or member of the firm or in their absence, by the person holding the power of Attorney on behalf of the firm concerned.
- 2.6. If after opening of tenders, a bidder revokes his tender or increases his earlier quoted rates or after acceptance of his tender does not commence the work in accordance with the contract/order, the Earnest Money deposited by him will be forfeited and acceptance of his tender withdrawn.
- 2.7. Tenders are liable for rejection, If tender is:
  - a) conditional and unsigned
  - b) containing absurd rates and amounts
  - c) incomplete or otherwise considered defective
  - d) not in accordance with the tender conditions.
  - e) not submitted in the prescribed forms.
  - f) received after due date and time (late offer).
- 2.8. If the bidder deliberately gives wrong information in his tender, BHEL reserve the right to reject such tenders at any stage. Further the bidder will be liable for any damage caused.
- 2.9. Words imparting the singular number shall also be deemed to include the plural number and vice-versa where the context so requires.
- 2.10. No correspondence shall be entertained from the bidders after the opening of Price Bid(s).
- 2.11. Unsolicited revised Price Bids shall not be entertained at any stage of the tendering process and will lead to automatic disqualification of the party's bid.

### **3. RATES**

- 3.1. Rates to be quoted are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, installation, insurance during the entire lease period and on-site comprehensive maintenance including spares and deployment of service engineers during the entire lease period and shall remain FIRM without any variation till completion of the lease contract
- 3.2. Rates are to be quoted as per Price Bid Format only providing details of prevailing rates of taxes and duties. Bidders, in their own interest, are requested to check up the different tax tariffs. After opening of Price Bid, no request for any change in rates/tariff due to above will be entertained.



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- 3.3. Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paise with reference to each model.
- 3.4. In quoting their rates, the bidders are advised to take into account all factors including any fluctuations in market rates. No claim for enhanced rates will be entertained on this account after acceptance of the tender or during the currency of the contract.

#### **4. TENDER EVALUATION**

##### **4.1. Stage-I: Evaluation of Technical & Commercial Bid**

- a) Only those Bidders who meet all the requirements as per Qualification Criteria (**Annexure-II**) for Bidders will be considered for further evaluation.
- b) Technical and commercial bid of the bidder shall be evaluated for acceptability of Technical offer, technical suitability and acceptance of technical and commercial terms.
- c) During the Technical Evaluation of the bid, clarification and queries requested by BHEL shall be responded to within the reasonable time in order to avoid delay in evaluation of technical bid. Failure to do so may result in rejection of the bid.

##### **4.2. Stage –II: Evaluation of the Price Bid:**

- a) Technically cleared offers will be considered for price evaluation.
- b) Evaluation of the offer will be based on L1 of total cost to BHEL for the entire scope of work i.e. Total Lease value for 5 years inclusive of taxes.
- c) The Total Price shall be for the complete scope as per technical specifications, inclusive of comprehensive on-site maintenance including repair/replacement of parts, consumables etc. during the entire Financial Lease period, all taxes & duties, insurance, Freight & insurance charges, Packing & forwarding charges, any other incidental charges, etc. Applicable % of taxes& duties should be clearly indicated in price bid format.
- d) The contract cannot be split and will be awarded to a single party for the total scope, based on the above evaluation.
- e) Discrepancy in Words & Figures - quoted in price bid

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



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- 4.2.e.2. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- 4.2.e.3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject of (4.2.e.1) and (4.2.e.2) above.
- 4.2.e.4. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored

**5. ETHICAL STANDARD:**

- 5.1. Bidders are expected to observe the highest standard of ethics during the procurement and execution of this contract. In pursuit of this policy, BHEL will reject a proposal for award if it determines that the vendor being considered for award has engaged in corrupt or fraudulent practices in competing for the contract. for the purposes of this provision, the terms set forth below are defined as follows: a) “corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in contract execution; and b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the benefits of competition to BHEL. By signing the bid forwarding letter, the bidder represents that for the software it supplies, it is the owner of the intellectual property rights. Willful misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that BHEL take.



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**Annexure-3A**

**Certificate by Chartered Accountant on letter head**

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 per the latest  
audited financial year.....as per MSMED Act 2006 is as follows:

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.1772(E) dated October 5, 2006:  
**Rs**.....Lacs
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 rendered or as may be notified  
under the MSMED Act, 2006:  
**Rs**.....Lacs

**(Strike off whichever is not applicable)**

The above investment of Rs.....Lacs is within permissible limit of  
Rs.....Lacs for .....Micro/Small **(Strike off which is not applicable)**  
Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/Small) **(Strike of which is not  
applicable)** and the date of graduation of such enterprise from its original category  
is..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of  
such enterprise from its original category as notified vide S.O. No.3322(E) dated 01.11.2013 published  
in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name –

Membership number –

Seal of Chartered Accountant



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**ANNEXURE – IV**

**1.1.1 COMMERCIAL TERMS & CONDITIONS**

**1.1. ORDER ACKNOWLEDGMENT**

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

**1.2. PERIOD OF CONTRACT :**

The period of contract is for Five years on Financial lease.

**1.3. VALIDITY OF OFFER :**

The offer should be valid for 3 months from the date of opening of technical bid.

**1.4. SUPPLY CONDITION:**

All equipment supplied and installed shall be NEW and conforming to the contract technical specifications. The certificate of newness is to be furnished.

**1.5. INSPECTION:**

The equipment will be inspected on receipt at BHEL.

**1.6. DELIVERY & INSTALLATION**

- a) The vendor shall be responsible for timely delivery, installation and commissioning of all the hardware/software given in the scope of supply at BHEL's premises.
- b) Delivery period shall start from the date of placement of firm order.
- c) Delivery Period: **8 weeks from the date of order/ LOI.**
- d) Installation Period: **2 weeks from date of delivery.**

**1.7. PENALTY FOR LATE DELIVERY**

For the delay in delivery, penalty shall be levied at the rate of 0.5% per week subject to maximum of 5% of the total lease rent for the entire lease period for the equipment(s) not delivered in time as per delivery schedule. The penalty will be deducted from the first quarter rental charges, the same will be adjusted from the subsequent quarters.

**1.8. PAYMENT TERM**

An installation certificate will be issued by BHEL after successful installation. Lease period will commence from the date of installation. The payment of Financial Lease charges and Copy charges will be made on quarterly basis in arrears after completion of each quarter and submission of invoice(s) in triplicate. Payment will be released after submission of verified invoices and on certification by BHEL.

All applicable taxes like Lease Tax, VAT, Service tax etc. will be payable extra as applicable.

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



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**1.9. BANK CHARGES**

Unless otherwise specified, the Bank charges, if any, shall be to the account of Vendor/Lessor.

**1.10. WARRANTY & MAINTENANCE**

- a) The warranty and maintenance of equipment shall be under taken for Five years from the date of installation.
- b) The warranty and maintenance will be comprehensive with spares, labour and consumables. The maintenance will be inclusive of replacement of all defective components during the warranty period. The defective component may be permitted out of BHEL premises with BHEL's permission.
- c) The Vendor shall replace all the batteries whenever the batteries get faulty.
- d) Preventive maintenance is to be carried out periodically once in a quarter and PM report to be submitted.

**1.11. DEDUCTION FOR DOWNTIME**

- a) DOWNTIME CALCULATION :

Any complaint/incident has to be resolved within 24 hours from the time of registration of complaint/incident.

**Formula:** Let Quarterly Financial Lease (Rental and Maintenance Charges) amount of equipment is Rs. A, **Then** the deduction will be: Rs.  $(A / 90/24) * (\text{No of downtime hours beyond 24 hours})$

Note:

1. Deduction will be made from the payment to the vendor
2. The amount exceeding the quarterly payment to the vendor will be deducted from payment to the lessor
3. Vendor has to provide quarterly uptime report of the equipment.
4. If any equipment is down continuously for a month in spite of being serviced, the equipment shall have to be replaced with equivalent or higher equipment by the Vendor, without any extra charge.

**1.12. TRAINING**

During installation at respective locations, the associated BHEL users shall be trained on the configuration and usage.

**1.13. INDEMNITY**

- a) Vendor/Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims which may be made in respect of the use of Equipment, Software etc. by the Vendor/ Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. However the Vendor/ Lessor will have no obligation for any claim of infringement arising from third party products not supplied in the order, modifications and technical information/ instructions advised by purchaser and use of products prohibited by product manuals.



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- b) In the event of any such claims being made against the Purchaser/ Lessee, Purchaser/Lessee will inform in writing to the Vendor/Lessor who shall at his own risk and cost either settle any such dispute or conduct any litigation that may arise there from.

**1.14.INSURANCE**

Insurance for the complete Equipment/Goods shall be arranged by the Vendor/Lessor at his own risk and cost throughout the period of lease. Purchaser/Lessee, under any circumstances, will not be responsible for any loss/damage/theft of any Equipment/goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor/Lessor. The insurance policy shall be assigned to BHEL.

**1.15.CONFIDENTIALITY**

Vendor/Lessor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to the Purchaser/Lessee and also of the Equipment, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract. A third party non-disclosure agreement has to be submitted by the Vendor as per the following sample format.



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**THIRD PARTY NON-DISCLOSURE AGREEMENT**

I, \_\_\_\_\_, on behalf of the \_\_\_\_\_ (Name of Company),

acknowledge that the information received or generated, directly or indirectly, while working with BHEL on contract is confidential and that the nature of the business of the BHEL is such that the following conditions are reasonable, and therefore:

I warrant and agree as follows:

I, or any other personnel employed or engaged by our company, agree not to disclose, directly or indirectly, any information related to the BHEL. Without restricting the generality of the foregoing, it is agreed that we will not disclose such information consisting but not necessarily limited to:

- Technical information: Methods, drawings, processes, formulae, compositions, equipment, techniques, inventions, computer programs/data/configuration and research projects.
- Business information: Customer lists, project schedules, pricing data, estimates, financial or marketing data,

On conclusion of contract, I, or any other personnel employed or engaged by our company shall return to BHEL all documents and property of BHEL, including but not necessarily limited to: drawings, blueprints, reports, manuals, computer programs/data/configuration, and all other materials and all copies thereof relating in any way to BHEL's business, or in any way obtained by me during the course of contract. I further agree that I, or any others employed or engaged by our company shall not retain copies, notes or abstracts of the foregoing.

This obligation of confidence shall continue after the conclusion of the contract also.

I acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the BHEL, and are reasonable given the nature of the business carried on by the BHEL. I agree that this agreement shall be governed by and construed in accordance with the laws of country.

I enter into this agreement totally voluntarily, with full knowledge of its meaning, and without duress.

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Name Company Signature



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**1.16.FORCE MAJEURE**

Vendor/Lessor shall not be responsible for delay in delivery resulting from acts/events beyond his control provided notice of the happening of any such act/event is given by the Vendor/Lessor to the Purchaser/Lessee within 15 days from the date of its occurrence. Such acts/events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order/contract.

**1.17.RISK PURCHASE**

Purchaser/Lessee shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Vendor/Lessor, either the whole or part of the Equipment/goods, which the Vendor/Lessor has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Vendor/Lessor would be liable to compensate the Purchaser/Lessee for any loss, which the Purchaser/Lessee may sustain by reason of such purchase. This clause will be operated only after completion of delivery period.

**1.18.ARBITRATION:**

All disputes or differences whatsoever which may arise at any time during execution of the Contract shall be mutually settled by BHEL and Vendor as per provision of the Contract. However, in the event such disputes cannot be settled mutually, such disputes shall be settled as per the Arbitration and reconciliation Act, 1996 of the Govt. of India and its subsequent amendments. In case of disputes with the Central PSUs, the same shall be settled at Bangalore as per the Guidelines of the Govt. of India. However, during the period such disputes are settled either by mutual discussions between the parties or by legal means, Vendor shall continue to do the work as per terms & conditions of Contract.

**1.19.SUB-CONTRACTING**

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

**1.20.Additional Facility :** Bidder shall provide any additional facility, if required, in future on IT equipment.

**1.21.TERMINAL PAYMENT**

BHEL shall have the right to acquire or surrender all the equipment at the end of the lease period. In case BHEL decides to acquire the equipment, a nominal charge of Re.1.00/- (Re One only) per equipment will be paid as terminal payment.

In case of termination or surrender of equipment by BHEL at the end of the lease period, Vendor/ Lessor will remove the equipment from Purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.

**1.22.LIMITATION OF LIABILITY**

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

**1.23. Electronic Funds Transfer (EFT) OR Pay link Direct Credit Form:**



**Bharat Heavy Electricals Limited**  
**Electronics Division**  
 Mysore Road, Bangalore – 560 026

**Electronic Funds Transfer (EFT) OR  
 Paylink Direct Credit Form**

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): \_\_\_\_\_ CREATE \_\_\_\_\_ CHANGE

|                                |  |
|--------------------------------|--|
| BHEL Vendor / Supplier Code:   |  |
| Company Name :                 |  |
| Permanent Account Number(PAN): |  |
| Address                        |  |

|             |               |             |
|-------------|---------------|-------------|
| City: _____ | PINCODE _____ | STATE _____ |
|-------------|---------------|-------------|

|                   |  |
|-------------------|--|
| Contact Person(s) |  |
| Telephone No:     |  |
| Fax No:           |  |
| e-mail id:        |  |

|   |  |
|---|--|
| 1 Bank Name:  |  |
| 2 Bank Address:   |  |
| 3 Bank Telephone No:  |  |
| 4 Bank Account No:  |  |
| 5 Account Type: Savings/Cash Credit   |  |
| 6 9 Digit Code Number of Bank and branch<br>appearing on MICR cheque issued by Bank |  |
| 7 Bank swift Code(applicable for EFT only)  |  |
| 8 Bank IFSC code(applicable for RTGS)   |  |
| 9 Bank IFSC code(applicable for NEFT)   |  |

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

Date:

Authorised Signatory:  
 Designation:  
 Company Seal

Telephone NO. with STD Code

**Bank Certificate**

We certify that \_\_\_\_\_ has an Account No \_\_\_\_\_ with us and we confirm that the bank details given above are correct as per our records.

Date: \_\_\_\_\_ (.....)  
 Place: \_\_\_\_\_ Signature

Please return completed form along with a blank cancelled cheque or photocopy thereof to:  
 Bharath Heavy Electricals Ltd,  
 Attn:  
 Electronics Division, Mysore Road,  
 BANGALORE - 560 026  
 In case of any Query, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx



**Bharat Heavy Electricals Limited**  
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**1.23. COMMERCIAL TERMS COMPLIANCE STATEMENT**

| <b>S No</b>   | <b>Description</b>   | <b>Agreed /<br/>Yes / No</b> | <b>Remarks if<br/>any</b> |
|---------------|--|------------------------------|---------------------------|
| <b>1.23.1</b> | <b>Scope of Work:</b><br>Whether the bidder has understood the scope work and indicated in the tender (If there is any clarification required, the same may be got cleared from the Executive in charge before submitting the offer).  |                              |                           |
| <b>1.23.2</b> | <b>Period of Contract:</b><br>The period of contract is for 5 years. However BHEL reserves the right to terminate the contract at any time without any prior notice or reasons whatsoever if in our judgment the performance is not satisfactory without any liability whatsoever on the part of BHEL. |                              |                           |
| <b>1.23.3</b> | <b>Validity of the Offer:</b><br>Whether the bidder agrees to that offer should be valid for 3 months from the date of opening of technical bid.   |                              |                           |
| <b>1.23.4</b> | <b>Earnest Money Deposit:</b><br>Whether the bidder has agreed to submit EMD as per terms and conditions and submitted along with Technical Bid.   |                              |                           |
| <b>1.23.5</b> | <b>Supply Condition:</b><br>Whether the bidder has agreed to supply and install all NEW equipment and agreed to furnish certificate of newness as per clause 1.4 of Annexure -IV.  |                              |                           |
| <b>1.23.6</b> | <b>Inspection:</b><br>Whether the bidder has agreed for inspection as per clause 1.5 of Annexure -IV.  |                              |                           |
| <b>1.23.7</b> | <b>Delivery &amp; Installation:</b><br>Whether the bidder has agreed to deliver and install equipment at BHEL as per clause, sub clauses of 1.6 of Annexure -IV.   |                              |                           |



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| S No    | Description   | Agreed /<br>Yes / No         | Remarks if<br>any         |
|---------|---|------------------------------|---------------------------|
| 1.23.8  | <b>Penalty for Late Delivery:</b><br>Whether the bidder agrees for the penalty by BHEL in case of late delivery as per clause 1.7 of Annexure –IV.  |                              |                           |
| 1.23.9  | <b>Payment Term:</b><br>Whether the Bidder/Lessor agrees for Payment terms as per clause 1.8 of Annexure- IV.   |                              |                           |
| 1.23.10 | <b>Bank Charges:</b><br>Whether the Bidder/Lessor has agreed to bear the Bank charges, if any as per clause 1.9 of Annexure -IV.  |                              |                           |
| 1.23.11 | <b>Warranty &amp; Maintenance:</b><br>Whether bidder has agreed to terms and conditions, as mentioned in clause, sub clauses of 1.10 of Annexure - IV.  |                              |                           |
| 1.23.12 | <b>Deduction in Downtime:</b><br>Whether the bidder has agreed for deduction in case of downtime as per clause, sub clauses of 1.11 of Annexure –IV.  |                              |                           |
| 1.23.13 | <b>Training:</b><br>Whether the bidder has agreed to provide training on usage for BHEL users, per clause 1.12 of Annexure- IV.   |                              |                           |
| 1.23.14 | <b>Indemnity:</b><br>Whether the Bidder/Lessor agrees for indemnity terms as per clause 1.13 of Annexure- IV.   |                              |                           |
| 1.23.15 | <b>Insurance:</b><br>Whether the Bidder/Lessor has agreed to arrange Insurance, as per Clause 1.14 of Annexure -IV, for the complete Equipment/Goods for any loss/damage/theft at his own risk and cost throughout the lease period. Claims, if any, will be dealt with the underwriters directly by Bidder/Lessor. |                              |                           |
|         | <b>Description</b>  | <b>Agreed /<br/>Yes / No</b> | <b>Remarks if<br/>any</b> |



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|                |  |  |  |
|----------------|--|--|--|
| <b>1.23.16</b> | <b>Confidentiality:</b><br>Whether Bidder/Lessor has agreed to maintain confidentiality as per Clause 1.15 of Annexure –IV.<br>Bidder shall execute a third party non-disclosure agreement as per the sample format, in case of award of order.                        |  |  |
| <b>1.23.17</b> | <b>Risk Purchase:</b><br>Whether the Bidder/Lessor agrees for risk purchase as per clause 1.17 of Annexure –IV.  |  |  |
| <b>1.23.18</b> | <b>Sub-Contracting:</b><br>Whether the Bidder/Lessor has agreed that the order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without prior written consent of the Purchaser/ Lessee as per clause 1.19 of Annexure - IV. |  |  |
| <b>1.23.19</b> | <b>Additional facility required in future on IT equipment:</b><br>Whether bidder agrees for Additional Facility in future as per clause 1.20 of Annexure- IV.  |  |  |
| <b>1.23.20</b> | <b>Terminal Payment :</b><br>Whether the Bidder/Lessor agrees for Terminal Payment terms as per clause 1.21 of Annexure- IV.   |  |  |
| <b>1.23.21</b> | <b>Limitation of Liability :</b><br>Whether the Bidder/ Lessor has agreed for Limitation of Liability term as per clause 1.22 of Annexure- IV.   |  |  |



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**ANNEXURE –V**  
**Technical specification**

| SI No | Features  | Qualifying Minimum BHEL Requirements  | Complied (Yes/No) | Specification offered /Remarks |
|-------|---|---|-------------------|--------------------------------|
| 1     | Make  | Bidder to Specify   |                   |                                |
| 2     | Model   | Bidder to Specify   |                   |                                |
| 3     | Technology  | Online double conversion  |                   |                                |
| 4     | System configuration                                | 2x20KVA Online UPS in parallel redundant equal load sharing mode. One UPS should be capable of taking 100% load instantaneously in case other UPS fails. The parallel redundancy equal load sharing feature should be an inbuilt feature of the UPS, and should not be provided through some external redundancy kit. |                   |                                |
| 5     | <b>Output</b>                                       |   |                   |                                |
| 5.1   | Rating (KVA/KW)                                     | 2x20 KVA  |                   |                                |
| 5.2   | Output Voltage                                      | 415 VAC 3 phase, 4 wires  |                   |                                |
| 5.3   | Output voltage regulation                           | +/- 1% for 100% static load<br>Step Load performance: 100%  |                   |                                |
| 5.4   | Output Voltage THD                                  | < 3% linear load and <5% non-linear load  |                   |                                |
| 5.5   | Output power factor                                 | 0.8 or higher   |                   |                                |
| 5.6   | Over load rating                                    | 125% for 1 min,   |                   |                                |
| 5.7   | Overall efficiency                                  | >=85%   |                   |                                |
| 5.8   | Output frequency                                    | 50hz +/- 0.1%(Free running)   |                   |                                |
| 5.9   | Static bypass switch                                | A built-in static transfer switch shall be provided as an integral part of the UPS.The static switch shall be a bi-directional naturally committed high- speed static (SCR) type device rated to carry full load current continuously.  |                   |                                |
| 6     | <b>Input</b>  |   |                   |                                |
| 6.1   | Input Voltage                                       | 415 VAC 3 phase, 4 wires  |                   |                                |
| 6.2   | Input voltage tolerance                             | +/- 15%   |                   |                                |
| 6.3   | Input frequency                                     | 50Hz  |                   |                                |
| 6.4   | Input frequency tolerance                           | 45 Hz to 55 Hz  |                   |                                |
| 6.5   | Input power factor at nominal voltage and full load | >=0.9   |                   |                                |



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| SI No | Features  | Qualifying Minimum BHEL Requirements  | Complied (Yes/No) | Specification offered /Remarks |
|-------|---|---|-------------------|--------------------------------|
| 6.6   | Total Harmonic distortion at 100% non-linear load | <7%   |                   |                                |
| 6.7   | Rectifier   | IGBT Rectifier  |                   |                                |
| 7     | <b>Batteries &amp; Runtime</b>                    |   |                   |                                |
| 7.1   | Battery Type                                      | Each UPS shall have one independent sealed maintenance free battery bank ( i.e 2 battery banks per system)  |                   |                                |
| 7.2   | Battery make                                      |   |                   |                                |
| 7.3   | Backup  | Min 15 min backup on full load on each battery bank   |                   |                                |
| 7.4   | Battery Refresh                                   | The bidder shall replace all the batteries whenever the batteries get faulty during the entire lease period.  |                   |                                |
| 8     | <b>Communications &amp; Management</b>            |   |                   |                                |
| 8.1   | LCD Panel   | The UPS should have LCD panel for measuring output voltages, output currents and frequency, Battery Voltage and charging/discharging current, event logging for last 50 events. |                   |                                |
| 8.2   | Alarms  | Audio Alarms for No input voltage, low input voltage, over load etc shall be provided at the local & remote indication through SNMP.  |                   |                                |
| 8.3   | RS232 interface                                   | RS232 interface to be provided  |                   |                                |
| 8.4   | SNMP card   | Should come with an SNMP card for connecting UPS to Ethernet LAN to monitor and manage the UPS with a standard Web browser at remote location                                   |                   |                                |
| 9     | <b>Conformance</b>                                |   |                   |                                |
| 9.1   | Compliance  | IEC/EN 62040 or equivalent  |                   |                                |
| 9.2   | Warranty  | For the entire lease period of 5 years  |                   |                                |
| 10    | Stand and battery module                          |   |                   |                                |
|       | Battery rack                                      | If UPS system needs external batteries, then separate battery rack to be provided by the bidder   |                   |                                |



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**ANNEXURE – VI**  
**PRICE BID FORMAT**

|   | <b>Value Rs.(in figure)</b> | <b>Value Rs.(in words)</b> |
|---|-----------------------------|----------------------------|
| <b>Lease rental</b> per piece per quarter |                             |                            |
| Applicable Taxes:                         |                             |                            |

|                         | <b>Value Rs.(in figure)</b> | <b>Value Rs.(in words)</b> |
|-------------------------|-----------------------------|----------------------------|
| Outright Rate per piece |                             |                            |
| Applicable Taxes:       |                             |                            |

Date :

Signature

Note:

1. Break-up details like basic lease rental, Interest, maintenance for lease shall be provided
2. Outright rate is **only for reference** and will not be considered for evaluation.
3. Unpriced price bid format shall be submitted along with techno-commercial bid.



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**ANNEXURE – VII**

**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.



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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(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.