



Bharat Heavy Electricals Limited
Industrial System Group
Malleshwaram, Bangalore – 560 012

COVERING SHEET

Ref :77/15/UPS/6160/RMA

Date:03.11.2015

Date of Press Publication: 03.11.2015

Subject: Supply, Installation, Commissioning and Comprehensive Annual Maintenance Contract (CAMC) of Un-interrupted Power Supply (UPS) on Financial Lease for a period of five years.

Customer: BHEL – ISG, IT & S, Bengaluru.

Tender Enquiry Ref.: 77/15/UPS/6160/RMA

Please submit your lowest quotation in two parts subject to our Terms & Conditions for the tender referred above. The following documents can be downloaded from Websites: www.bhelisg.com or www.bhel.com or <http://tenders.gov.in> or www.eprocure.gov.in

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Senior Manager
Steel & Common MM Dept.

For Clarifications:

Technical - IT & S Department: Mr.Ajeet Kumar Choudhary Ph.: 080-22184220 (akc@bhelisg.com)

Commercial- Steel & Common MM Dept.: Mrs. Regina Mary A , Ph.:080-22184528

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Ref :77/15/UPS/6160/RMA

NOTICE INVITING TENDER

Sl. No.		Description	Date
1	Tender Reference	77/15/UPS/6160/RMA	03/11/2015
2	Name of the work	Supply, Installation, Commissioning and Maintenance of Un-interrupted Power Supply (UPS) on FIVE (5) years Financial Lease.	-----
3	Duration of Contract	Five Years – 5 years Financial Lease	-----
4	Last date and time for the receipt of completed tender	before 14.30 Hours on:	16/11/2015
5	Date and time for tender opening	At 15:00 Hours on:	16/11/2015
6	Address of sending Completed tender	Tenders should be addressed to: Mrs. Regina Mary A, Sr. Manager (Steel & Common MM), Bharat Heavy Electricals Limited Industrial System Group, Prof. CNR Rao Circle, IISc. Post, Malleshwaram, Bangalore – 560 012.	
	Submission of Completed tender	Tender Box kept in the reception area at: BHEL - Industrial System Group, Prof. CNR Rao Circle, IISc. Post, Malleshwaram, Bengaluru – 560 012	

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

For & on behalf of BHEL – ISG



Annexure –I

1. SCOPE OF WORK:

1.1. The scope includes 'Supply, Installation, Commissioning and Maintaining of Un-interrupted Power Supply (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 Sets 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 actual. 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/Lesser 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 (OEM) 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.



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- b) 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.
- c) 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 Tenderer 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”).



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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.



ANNEXURE-II

1. PRE-QUALIFICATION CRITERIA (PQC) :

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. The bidder should have an office at Bangalore. Proof of the existence of the office must be, by way of producing a copy of the certificate/receipt of tax paid under Shops and Establishment Act.

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 31st March of the previous financial year, should be at least **Rs.10.435 lakh**.

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 **Rs. 13.914 lakh**.

Or

b) Two similar completed works costing not less than the amount equal to **Rs. 17.393 lakh**.

Or

c) One similar completed work costing not less than the amount equal to **Rs. 27.828 lakh**.

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-mailid, 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.



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: PBG - Performance Bank Guarantee & Techno-Commercial Bid:

PBG-Performance Bank Guarantee:

PBG for 10 % of order value is to be submitted within 10 days of the order acceptance in the prescribed format of BHEL from the list of Consortium Banks which will be provided along with Purchase Order. This PBG should be valid till the completion of the Lease/Annual Maintenance Contract Period of FIVE years starting from the date of successful installation.

BGs to be submitted directly by the issuing bank to 'Sr. Manager / Steel & Common MM'.

Techno-Commercial Bid: This part shall consist of the following:

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

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

1.4. PART-II: PRICE BID:

1. 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.
2. **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



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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:

**Mrs. Regina Mary A,
Sr. Manager (Steel & Common MM),
Bharat Heavy Electricals Limited,
Industrial System Group,
Prof. CNR Rao Circle, IISc. Post,
Malleshwaram, Bangalore – 560 012.**

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. Tender 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 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.



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- 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).
 - g) Offers of the bidders who are in the banned list.
- 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. PURCHASE FROM MSME:** Bidders who have registered under MSE's are required to submit valid registration / ownership certificate to avail the benefits as per Government Notification. MSE's owned by SC/ST's are also required to submit the necessary registration details to avail the benefits
- 4. RATES:**
- 4.1.** 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.



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- 4.2.** 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.
- 4.3.** Unit rates should be quoted in figures as well as in words in Indian Currency only, i.e. Rupees and Paisa with reference to each model.
- 4.4.** 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.

5. TENDER EVALUATION:

5.1. Stage-I: Evaluation of Technical & Commercial Bid:

- a) Only those Bidders who meet all the requirements as per Pre-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.

5.2. 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:**

5.2. 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



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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.

5.2. 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

5.2.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.

5.2.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.

6. ETHICAL STANDARD:

6.1. 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 – III A

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 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:

- 1.6.1 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.
- 1.6.2 Delivery period shall start from the date of placement of firm order.
- 1.6.3 Delivery Period : **8 weeks from the date of order/ LOI.**
- 1.6.4 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.



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 the signature of the BHEL official is to be taken for completion of the same. The quarterly bill must have the signed preventive maintenance report enclosed.

1.11. DEDUCTION FOR DOWN-TIME:

- 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) (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.
- 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.



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 the 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:

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



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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/support, 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/- (Rupee 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:

**Electronic Funds Transfer (EFT) OR Pay link 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:		

SI No.	Name	Description
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Bharat Heavy Electricals Limited
Industrial System Group
Malleshwaram, Bangalore – 560 012

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

Code

Company Seal

Telephone No. with STD

Bank Certificate



Bharat Heavy Electricals Limited
Industrial System Group
Malleshwaram, Bangalore – 560 012

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:

AGM – Steel & Common MM Dept.,

Bharath Heavy Electricals Ltd., Industrial System Group,
Malleshwaram, Bengaluru - 560 012

In case of any Query, please call: 080-22184141 / 080-2218 4528 or fax no. 080-23562713



Ref:77/15/UPS/6160/RMA

1.24. COMMERCIAL TERMS COMPLIANCE STATEMENT:

Sl. No.	Description	Agreed / Yes / No	Remarks if any
1.24.1	Scope of Work: Whether the bidder has understood the scope of 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).		
1.24.2	Period of Contract: The period of contract is for Five (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.		
1.24.3	Validity of the Offer: Whether the bidder agrees to that offer should be valid for 3 months from the date of opening of technical bid.		
1.24.4	PBG-Performance Bank Guarantee: Whether the bidder has agreed to submit PBG as per terms and conditions.		
1.24.5	Supply Condition: 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.		
1.24.6	Inspection: Whether the bidder has agreed for inspection as per clause 1.5 of Annexure -IV.		
1.24.7	Delivery & Installation: 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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Sl. No.	Description	Agreed : Yes / No	Remarks if any
1.24.8	Penalty for Late Delivery: Whether the bidder agrees for the penalty by BHEL in case of late delivery as per clause 1.7 of Annexure –IV.		
1.24.9	Payment Term: Whether the Bidder/Lessor agrees for Payment terms as per clause 1.8 of Annexure- IV.		
1.24.10	Bank Charges: Whether the Bidder/Lessor has agreed to bear the Bank charges, if any as per clause 1.9 of Annexure -IV.		
1.24.11	Warranty & Maintenance: Whether bidder has agreed to terms and conditions, as mentioned in clause, sub clauses of 1.10 of Annexure - IV.		
1.24.12	Deduction in Downtime: Whether the bidder has agreed for deduction in case of downtime as per clause, sub clauses of 1.11 of Annexure –IV.		
1.24.13	Training: Whether the bidder has agreed to provide training on usage for BHEL users, per clause 1.12 of Annexure- IV.		
1.24.14	Indemnity: Whether the Bidder/Lessor agrees for indemnity terms as per clause 1.13 of Annexure- IV.		
1.24.15	Insurance: 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.		
1.24.16	Confidentiality: Whether Bidder/Lessor has agreed to maintain confidentiality as per Clause 1.15 of Annexure –IV. Bidder shall execute a third party non-disclosure agreement as per the sample format, in case of award of order.		



Bharat Heavy Electricals Limited
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Sl. No.	Description	Agreed: Yes / No	Remarks if any
1.24.17	Risk Purchase: Whether the Bidder/Lessor agrees for risk purchase as per clause 1.17 of Annexure –IV.		
1.24.18	Sub-Contracting: Whether the Bidder/Lessor has agreed that the order/contract or any part thereof shall not be sub-contracted, assigned or otherwise transferred without		
1.24.19	Additional facility required in future on IT equipment: Whether bidder agrees for Additional Facility in future as per clause 1.20 of Annexure- IV.		
1.24.20	Terminal Payment : Whether the Bidder/Lessor agrees for Terminal Payment terms as per clause 1.21 of Annexure- IV.		
1.24.21	Limitation of Liability : Whether the Bidder/ Lessor has agreed for Limitation of Liability term as per clause 1.22 of Annexure- IV.		



Ref: 77/15/UPS/6160/RMA

ANNEXURE –V
Technical Specification

Sl. 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	Output			
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 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	Input			
6.1	Input Voltage	415 VAC 3 phase, 4 wires		
6.2	Input voltage tolerance	+/- 15%		



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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		
6.6	Total Harmonic distortion at 100% non-linear load	$< 7\%$		
6.7	Rectifier	IGBT Rectifier		
7	Batteries & Runtime			
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	Communications & Management			
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.		



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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	Conformance			
9.1	Compliance	IEC/EN 62040 or equivalent		
9.2	Warranty	For the entire lease period of 5 years		
10	Stand and battery module			
10.1	Battery rack	If UPS system needs external batteries, then separate battery rack to be provided by the bidder		



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ANNEXURE – VI (A)

PRICE BID FORMAT

- NOTE:** i) Tax and rates of taxes to be indicated clearly.
ii) ONE SET of UPS means TWO NUMBERS OF 20 KVA .

SCOPE OF CONTRACT: Supply , Installation, Commissioning and Maintenance of 20 KVA Un-interrupted Power Supply (UPS) for a period of five years on Financial Lease.				
Computation for <u>ONE SET</u> (ONE SET means two numbers of 20 KVA UPS) as per enquiry specification.				
Sl. No.	Description	UPS 20 KVA (Rs)	Maintenance (Rs)	Total (Rs)
		A	B	C = A + B
1.	Basic Rate for ONE SET* for ONE QUARTER			
2.	VAT & Service Tax for ONE SET for ONE QUARTER			
3.	Any other taxes			
4.	Sub total for ONE SET FOR ONE QUARTER (IN FIGURES)			

NOTE: i) Tax rates to be indicated: a) VAT:.....% b) Service Tax:%

ii) Any other taxes included above: Mention Tax: Rate:.....%

Computation of Total Amount <u>INCLUDING ALL TAXES</u> for TOTAL NUMBER OF SETS (THREE SETS) for <u>complete contract Period of FIVE years</u>, as per enquiry specification.		
1.	Total Amount inclusive of all taxes for Total number of Sets for Complete Contract period of Five Years, IN FIGURES.	Rs.
2.	Total Amount inclusive of all taxes for Total number of Sets for Complete Contract period of Five Years, IN WORDS: Rupees.....	

Note: Enclose this Price Bid in a separate sealed Envelope super-scribing as “PRICE BID”.

Signature / Seal / Date of Bidder



Bharat Heavy Electricals Limited
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ANNEXURE – VI (B)

UN-PRICED FORMAT

NOTE: i) Tax and rates of taxes to be indicated clearly.

ii) ONE SET of UPS means TWO NUMBERS OF 20 KVA .

SCOPE OF CONTRACT: Supply, Installation, Commissioning and Maintenance of 20 KVA Un-interrupted Power Supply (UPS) for a period of five years on Financial Lease.				
Computation for <u>ONE SET</u> (ONE SET means two numbers of 20 KVA UPS) as per enquiry specification.				
Sl. No.	Description	UPS 20 KVA (Rs)	Maintenance (Rs)	Total (Rs)
		A	B	C = A + B
1.	Basic Rate for ONE SET* for ONE QUARTER	Quoted / Not Quoted	Quoted / Not Quoted	Quoted / Not Quoted
2.	VAT & Service Tax for ONE SET for ONE QUARTER	Quoted / Not Quoted	Quoted / Not Quoted	Quoted / Not Quoted
3.	Any other taxes	Quoted / Not Quoted	Quoted / Not Quoted	Quoted / Not Quoted
4.	Sub total for ONE SET FOR ONE QUARTER (IN FIGURES)	Quoted / Not Quoted	Quoted / Not Quoted	Quoted / Not Quoted

NOTE: i) Tax rates to be indicated: a) VAT: Quoted / Not Quoted b) Service Tax: Quoted / Not Quoted

ii) Any other taxes included above: **Mention Tax:** Quoted / Not Quoted **Rate:** Quoted / Not Quoted

Computation of Total Amount <u>INCLUDING ALL TAXES</u> for <u>TOTAL NUMBER OF SETS (THREE SETS)</u> for <u>complete contract Period of FIVE years</u>, as per enquiry specification.		
1.	Total Amount inclusive of all taxes for Total number of Sets for Complete Contract period of Five Years, IN FIGURES.	Quoted / Not Quoted
2.	Total Amount inclusive of all taxes for Total number of Sets for Complete Contract period of Five Years, IN WORDS: Rupees	Quoted / Not Quoted

Note: Enclose this format along with your PART I “**Technical Offer**”. Do not mention the Price in this format. only TICK Quoted or Not Quoted.

Signature / Seal / Date of Bidder



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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.
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.



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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



“ANNEXURE – PBG”

Enquiry No. 77/15/UPS/ 6160/ RMA

Dated: 03.11.2015

PERFORMANCE BANK GUARANTEE SUBMISSION – GUIDELINES

Performance Bank Guarantee is to be submitted as per the following guidelines:

1.	Bank Guarantee as per BHEL consortium Banks is only acceptable. List of consortium Banks is enclosed.
2.	In case of Bank Guarantees issued by Non-Consortium PSU Banks the same are to be enforceable
3.	In case of BGs issued by Foreign Banks the same may be confirmed by our consortium bank in India.
4.	BGs to be submitted should be sent to BHEL-ISG Attention: Sr. Manager, Steel & Common MM Department directly by the issuing Bank under Registered post (AD). On receipt of the PBG the same will be preliminarily checked by the receiving officer and in case of any corrections, PBG will be returned to the issuing Bank for necessary action.
5.	Bank Guarantee to be submitted in the prescribed format enclosed and shall be verbatim as per the format. Bank Guarantee shall be submitted on right value of stamp paper and for correct value of contract.
6.	Performance Bank Guarantee shall be extended within expiry dates wherever activities as per contract are not completed in all respects.
7.	In case of any contract amendment during

Issued by : MM Dept.

Sheet 1 of 2



Bharat Heavy Electricals Limited
Industrial System Group
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Enquiry No. 77/15/UPS/ 6160/ RMA

List of consortium Bank

Sl.No.	Nationalised Banks & Public Sector Banks
1.	Allhabad Bank
2.	Andhra Bank
3.	Bank of Barada
4.	Canara Bank
5.	Corporation Bank
6	Central Bank
7.	Indian Bank
8.	Indian Overseas Bank
9.	Oriental Bank of Commerce
10.	Punjab National Bank
11.	Punjab and Sind Bank
12.	State Bank of India
13.	State Bank of Hyderabad
14.	Syndicate Bank
15.	State Bank of Travancore
16.	UCO Bank
17.	Union Bank of India
18.	United bank of India
19	Vijaya Bank
20.	IDBI Bank

Sl.No.	Foreign Banks
21.	CITI Bank
22.	Deutsche Bank AG
23.	HSBC
24.	Standard Chartered Bank
25.	The Royal bank of Scotland N.V.
26.	J.P. Morgan
Private Banks	
27.	Axis Bank
28.	The Federal Bank Limited
29.	HDFC
30.	Kotak Mahindra Bank
31	ICICI
32.	Indusind Bank
33.	Yes Bank

Sheet 2 of 2



Bharat Heavy Electricals Limited
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ANNEXURE-PBG

- Note: 1) To be executed in Rs 100/- Non-Judicial stamp paper.
2) To be submitted to MM Dept. directly by the Banker

PERFORMANCE GUARANTEE
(PROFORMA OF BANK GUARANTEE)

THIS DEED OF GUARANTEE made and executed on the _____ day of _____(month) _____(year), by the _____ (Bank), registered under the Companies Act 1956/Nationalised Bank constituted under the Banking Companies (acquisition and transfer of undertakings) Act/ constituted under the State Bank of India Act / Subsidiary Banks Act, having its registered / head office at _____ (Hereinafter called 'guarantor ' which term shall mean and include its successors and assigns)

IN FAVOUR OF BHARAT HEAVY ELECTRICALS LIMITED

a company registered under the companies Act, 1956 having its registered office at BHEL House at Siri Fort , New Delhi-100 049 and its Industrial Systems Group Division at Malleshwaram, Bangalore-12 (hereinafter referred to as the 'Company' Which term shall include its successors and assigns):

Whereas the company has placed an order on _____ (State the name of the Seller-company / firm and its address) (hereinafter referred to as the 'Supplier' which term shall mean and include its liquidators, successors and assign) for the supply of system under Purchase Order No _____ Dt _____.

AND WHEREAS the supplier has agreed to supply the materials and carryout the works as detailed and in accordance with the terms set out in the said order.

AND WHEREAS the Contract inter-alia provides that the SUPPLIER shall furnish to the Company a sum of Rs..... (Rupees.....) towards security deposit for due and faithful performance of the CONTRACT in the form and manner specified therein.

AND WHEREAS the SUPPLIER has approached the GUARANTOR and in consideration of the arrangement arrived at between the SUPPLIER and the GUARANTOR, the GUARANTOR has agreed to give the Guarantee as hereinafter mentioned in favour of the COMPANY.



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NOW THIS DEED WITNESSES THAT in pursuance of the above said agreement, the guarantor hereby agrees and covenants with company is as follows :-

- 1) That during the period this contract of Guarantee remains effectual, the guarantor shall be liable in respect of the amount due and owing to the company in respect of the payments to the extent of Rs _____ (in words) _____ against any loss or damage caused to or suffered by the company by reasons of any breach of the terms of the said Purchase order by the supplier.
- 2) The Guarantor hereby undertakes to pay the amounts due and payable under this guarantee without any demur, merely on demand from the company intimating that the amount claimed is due by way of loss or damage caused to or suffered or would be caused or suffered by the supplier of any terms contained in the said Purchase order. Any such demand made on the guarantor shall be conclusive as regards the amount due and payable by the Guarantor irrespective of the fact whether the Supplier admits or denies.
- 3) The Guarantor further agrees that the agreement herein contained shall remain in force and effect till all the supplies to be made / Works to be performed / Services to be rendered under the said Purchase order are completed to the entire satisfaction of the company or till company certifies that the terms and conditions of the said order have been fully and properly carried out by the said supplier and accordingly discharges the Guarantee. Unless a demand or claim under this guarantee is made on the guarantor in writing on or before the expiry of claim period indicated in clause 6 below , the guarantor shall be discharged from all the liability under this guarantee thereafter.
- 4) The guarantor further agrees with the company that the company shall have the fullest liberty without the consent of the guarantor and without effecting in any manner the obligations of the guarantor hereunder to vary any of the terms of the said order or extend the time of performance by the said supplier from time to time or refrain from exercising the power exercisable by the company against the said supplier or to forebear or omit to enforce any of the terms and conditions relating to the said order, and the guarantor shall not be relieved of its liability in whole or in part , by reason of any act, commission or forbearance on the part of the company or by reason of any such variation, or extension being granted to the said supplier or by reason of any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving the guarantor.



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- 5) The guarantor undertakes not to revoke this guarantee during the period it is in force except with the previous consent of the COMPANY in writing, and agree that any liquidation or winding up or dissolution or any change in the constitution of the SUPPLIER or the GUARANTOR shall not discharge the GUARANTOR's liability hereunder.
- 6) Notwithstanding anything herein above contained, the liability of the guarantor under these presents is restricted to Rs_____. The guarantee shall be in force till its expiry on _____. Unless a demand is made on the guarantor within THREE months from the date of expiry, all the liability of the guarantor under this guarantee shall stand fully discharged. The decision of the claimant in regard to breach of contract is final and binding on the Bank.

(Seal of the Bank to be affixed)

NOTE: NOT TO BE TYPED

1. A minimum of TWO Bank Official Signatories
2. Signatories to sign on all pages of the Bank Guarantee
3. Any correction to be validated by the Banker Signatories.
4. One common e-mail ID of issuing branch and e-mail & contact no of at least one issuing official should be provided on PBG forwarding letter.



Enquiry No. 77/15/UPS/6160/ RMA

LOADING FACTORS SHEET

Sl. No.	Commercial Terms	BHEL ISG Standard Terms	Deviation	Loading factor for Non-compliance of BHEL ISG standard term
1.	Terms of Payment	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	No Deviation is allowed	No Deviation is allowed
3.	Warranty and Maintenance	The warranty and maintenance of equipment shall be under taken for Five years from the date of installation.	No Deviation is allowed	No Deviation is allowed
2.	LD/Penalty for late delivery:	Delivery period shall start from the date of placement of firm order. i) Delivery Period: Eight (8) weeks from the date of order/ LOI. ii) Installation Period is two weeks from date of delivery.	If not agreed	For the delay in agreed contractual delivery, LD/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.

No deviation shall be allowed for the following clauses:

1. Terms of Payment
2. Warranty and Maintenance
3. Performance Bank Guarantee.
4. Risk purchase



Enquiry No. 77/15/UPS/6160/ RMA

DEVIATION FORMAT

IS-QPI-4-4-6/002

1.1 TECHNICAL DEVIATIONS:

Following are the DEVIATIONS from Enquiry specifications:

TECHNICAL SPECIFICATIONS				
Sl.No.	Page No.	Clause No.	Clause	Deviation
-----	-----	-----	-----	NO DEVIATION IS ALLOWED

1.2 COMMERCIAL TERMS & CONDITIONS DEVIATIONS:

Following are the DEVIATIONS from Enquiry Terms & Conditions

COMMERCIAL TERMS & CONDITIONS				
Sl.No.	Page No.	Clause No.	Clause	Deviation

We confirm that all other clauses of Commercial terms & Conditions are fully acceptable.

Signature/ Seal of the Bidder: