

भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
पावर सेक्टर- पश्चिमी क्षेत्र  
श्रीमोहिनी काम्पलेक्स, 345 - किंग्सवे  
नागपुर- 440 001



Bharat Heavy Electricals Limited  
Power Sector-Western Region  
Shreemohini complex, 345 - Kingsway  
Nagpur -440 001

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PUR-F 31/01

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**PURCHASE ENQUIRY**

|           |   |                 |
|-----------|---|-----------------|
| To<br>M/s | Our E-mail : <a href="mailto:smb@bhelswr.co.in">smb@bhelswr.co.in</a> |                 |
|           | <b>ENQUIRY No.</b>  | <b>XI008 E</b>  |
|           | <b>ENQ.DATE</b>   | <b>28.05.11</b> |
|           | <b>DUE DATE</b>   | <b>13.06.11</b> |

Dear sir,

Kindly submit your sealed quotation by Speed Post / Registered Post / Courier / Air Mail in **two bids viz.**

**(1) Technical cum Commercial Bid & (2) Price Bid** for the material indicated below confirming acceptance to the terms and conditions enclosed ,so as to reach our office on or before 2.00 PM on the due date. Quotation may be sent by Fax only if asked so by BHEL / with prior permission of BHEL.

| S..<br>No | Description of Material  | Unit | Qty | Delivery<br>Schedule        | Material Required at<br>(Destination)                        |
|-----------|--|------|-----|-----------------------------|--|
| 01        | <b>Supply, Installation &amp; Commissioning of 2Mbps Leased Line Modem Pair (G.703 &amp; V.35) ON RENTAL BASIS as per specification in Annex-I &amp; II enclosed</b> | Pair | 02  | WITHIN A MONTH FROM PO DATE | MANAGER/IT, BHEL, SHREE MOHINI COMPLEX, 345,KINGS WAY NAGPUR |

**A) GENERAL TERMS AND CONDITIONS OF CONTRACT**

| Cl.<br>No. | DESCRIPTION  |
|------------|--|
| 01         | Each tender should be send in a double cover, inner cover should be sealed with tenderer's distinctive seal. The outer cover should bear the address of this office and superscribed with correct Enquiry No. and Due Date.<br>Tender should be free from CORRECTION AND ERASURES. Corrections, if any must be attested.<br>All amounts shall be indicated both in words as well as in figures. Where there is difference between amount in figures and words, amount quoted in words shall prevail. |
| 02         | Technical cum Commercial bid will be opened at 4.00 PM on Due Date. The Technical cum Commercial bid should accompany copy of documents like authorized dealership certificate, earlier supply order details of similar equipment and their performance feedback from customers, company profile and present status, product catalogue of the models offered, technical specifications of the product, commercial Terms & Conditions and other relevant documents etc.                               |
| 03         | Price bid of technically accepted bidders only will be opened. No revision of prices will be entertained after Tenders are opened, unless mentioned in our enquiry / asked so by BHEL.   |
| 04         | Manufacturer's name, Trade Mark or Patent No. if any, shall be specified in the Technical cum Commercial Bid   |
| 05         | Please mention the relevant national / international standard code of the product quoted for in the Technical cum Commercial bid.  |
| 06         | The purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.  |
| 07         | Late tenders (received after Due Date) will be rejected.   |
| 08         | Price quoted shall be valid for 60 days from the date of opening   |
| 09         | Price shall be quoted as per enclosed 'Price Format' only. Quotations not accompanying filled in 'Price Format' are likely to be rejected. Please fill in all the columns of all formats   |

**BHARAT HEAVY ELECTRICALS LIMITED**  
**PS-WR:HQ:NAGPUR**

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|    |  |
|----|--|
| 10 | The price quoted should be as applicable to DGS & D (Govt. of India) and other Govt. Organizations. In case DGS & D rate / Running Contract is not existing, but a contract is in vogue with any BHEL Unit, reference of the same shall be furnished and same may be applicable to this contract.  |
| 11 | SECURITY DEPOSIT: The supplier shall have to furnish Security Deposit (Cash/DD/Bank Guarantee from a Scheduled Bank) if so specified in the tender under Special Terms & Conditions.   |
| 12 | PACKING AND MARKING: The supplier shall arrange for secure protective packing of the goods suitable for tropical conditions to avoid loss, damage, atmospheric action during handling and transit. The packing standards will comply with relevant national standard/carrier's conditions of packing or established practice. If any damage is sustained and the carrier or underwriter attributes it to improper packing, the seller shall be liable to replace the material or reimburse the value of the loss notwithstanding any transit insurance arranged by him or not. The following marking shall be made on each package in black bold letters. NAME & ADDRESS OF CONSIGNEE, DIMENSION OF PACKAGE, WEIGHT DETAILS : GROSS , TARE & NETT These markings should be stenciled or written in bold letters on the package. Should the package be small, suitable cards/metal tags giving these details may be tagged or nailed  |
| 13 | INSPECTION: Final inspection will be carried out the destination/site/Purchaser's works by the authorized inspecting Officer, if so specified in the tender under Special Terms & Conditions. Whenever preliminary or stage inspection is to be carried out at supplier's works the same is subject to final acceptance after receipt of the material at the destination/Purchaser's works and the decision of the purchaser shall be final. The propriety of goods shall not pass until final acceptance by the purchaser   |
| 14 | REJECTION: The seller shall intimate the purchaser in writing within 15 days (after being intimated about rejection of goods) regarding disposal action of the rejected material. If no advice is received within this time the purchaser shall be at liberty to return the material at the cost and risk of the seller after receiving the cost if any paid by the Purchaser including inward freight and other incidental charges. The Purchaser will not be responsible for the rejected material thereafter and no claim will rest on him.   |
| 15 | Delivery: Purchaser shall not be liable to receive and pay for any supply made after delivery date stipulated in the order unless the delivery date is formally extended by the purchaser. Wherever the terms of delivery of the order is other than F.O.R. destination, delivery date will be reckoned as the date of dispatch or the date of readiness after inspection of the material where the Purchaser has agreed for inspection or collection.   |
| 16 | Test certificate: The seller shall carry out such tests as prescribed by the purchaser / as required in accordance to the relevant national or international standards, in his works and/or and other places as stipulated in the order. Necessary test certificate shall be submitted with delivery of materials. The seller shall also provide at no extra cost the required number of catalogues, drawing and other manuals related to materials under this order.  |
| 17 | TERMS OF PAYMENT: Payment will normally be made within a month of receipt of material in good condition at destination. Any other payment terms have to be mutually agreed. The seller shall send dispatch documents, invoice etc. in such quantum and a manner as provided in the order.<br>(I) It is expressly understood that in the event of rejection of the materials for which payment has been made against document's through bank the Purchaser reserves the right to claim from the seller the amount paid and the incidental charged incurred in the same manner i.e. negotiating return dispatch documents, through Bank and the Seller shall honour such claim and retire the documents from the Bank.<br>(ii) Bank charges for any payment claimed through Bank shall be borne by the seller and the seller shall also agree to bear any demurrage or other charges arising out of any delay in retirements or documents from Bank due to delayed, insufficient incorrect information furnished.<br>(iii) The seller shall also ensure that the Carriers do not delay dispatch of the consignment once the carrier's receipt is obtained. |
| 18 | GUARANTEE WARRANTY: The materials shall be warranted for design material and workmanship and also for performance warranty as specially stipulated by the purchaser in the order in its annexure.  |
| 19 | INSURANCE: Wherever specifically agreed to and directed, the supplier will insure the goods for all transit risks upto delivery of the goods at the final destination. In all other cases supplier must furnish particulars of dispatch for each consignment immediately after the dispatch of goods. Failure to do this will make the supplier responsible for making good any loss, which otherwise might have been recovered from underwriters.   |

|    |   |
|----|---|
| 20 | <p><b>DELIVERY FAILURE, TERMINATION &amp; LIQUIDATED DAMAGE:</b> The parties hereto agree that the timely dispatch/delivery and completion of the other schedules as stipulated in order/contract shall be the essence of the Order/Contract. If the seller/contractor fails to complete the dispatch/ delivery and other schedules within the time period stipulated in the order/contract, or within any extension of time granted by the purchaser, it shall be lawful for the purchaser to recover damages for the breach of order/contract without prejudice to any other rights and/or remedies provided for, in order/contract and hereunder.</p> <p>The purchaser reserves the right to recover from the Seller/Contractor, as agreed liquidated damages and <b>not by way of penalty</b>, a sum equivalent to half percent {½% of the total contract price per week part thereof, subject to a maximum of ten percent @ 10%} of the total contract price excluding elements of taxes, duties and freight, if seller/contractor has failed to deliver any part of the goods within the period stipulated in the Order/Contract.</p> <p>The purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of the seller /contractor without notice to the seller /contractor of goods not so delivered or their equivalent , without canceling the order/contract in respect of the goods not yet due for delivery.</p> <p>The purchaser reserves the right to cancel the order/contract or a portion thereof for the goods not so delivered at the risk and cost of the seller/contractor and the seller/contractor shall be liable to the purchaser for any excess costs thereof.</p> |
| 21 | <p><b>RISK PURCHASE :</b> In the event the supplier has failed to deliver or dispatch whole of the goods or any part within the time stipulated or if the same were not available in his stock, the best and the nearest available substitute thereof may be purchased/arranged by purchaser from elsewhere at the risk and the cost of the seller. The purchaser at his option will be entitled to terminate the contract and seller shall be liable for any loss which the purchaser may sustain by reason of such risk purchases in addition to penalty at the rate mentioned in clause 20 above.</p>  |
| 22 | <p><b>PREFERENTIAL DELIVERY :</b> It should be noted that if an Order is placed on a higher tenderer as a result of this invitation to tender, in preference to the lowest acceptable offer in consideration of the earlier delivery, the seller will be liable to pay the purchaser the difference between the contract rate and that of the lowest acceptable tender on the basis of final price F.O.R. destination including all elements of freight, sales tax, duties and other incidentals in case of failure to complete supplies in terms of such contract within the date of delivery specified in the tender and contract.</p>  |
| 23 | <p>Purchaser reserves its right to the Public Enterprises price preference facilities as admissible under the Govt. of India policy from time to time.</p>  |
| 24 | <p>This order or any part thereof shall not be sub-contracted without the purchaser's consent.</p>  |
| 25 | <p><b>METRIC SYSTEM:</b> Supplier is requested to indicate metric system measurements in all documents.</p>   |
| 26 | <p><b>INDEMNITY:</b> The Seller shall indemnify the Purchaser against any claim due to any breach of patent, negligence, defective material or injury to seller or his agent.</p>   |
| 27 | <p>In the event of any reduction in the price, due to change of Govt. duties after award to the work and before delivery commencement, purchaser is entitled to such reduction and may negotiate fresh price at its discretion.</p>   |
| 28 | <p><b>GENERAL:</b> The purchaser reserves the right to split up the tender and place orders for individual item on different suppliers and also increase or decrease the quantity.</p>  |
| 29 | <p><b>DISPUTES &amp; ARBITRATION:</b> All cases of disputes will be resolved according to the Indian Arbitration Act 1940</p>   |
| 30 | <p><b>FORCE MAJEUR:</b> Acts of God, Acts of Government, War, Sabotage, Riots, Civil commotion, Police action, Revolution, Natural Calamities, Epidemic and other similar causes over which the supplier has no control, will amount to Force Majeure. Delay attributable to Force Majeure will be condoned; however the onus of establishing the reason of delay lies with the Supplier.</p>   |
| 31 | <p>In case of any contradictions between General and special terms and conditions, the provisions in Special Terms &amp; Conditions will prevail.</p>   |

Yours faithfully,  
For BHARAT HEAVY ELECTRICALS LTD.

ENGINEER (PURCHASE)

ENQUIRY NO.XI008 E

DT.28.05.11

**TECHNO-COMMERCIAL TERMS & CONDITIONS: (PART OF TECHNICAL CUM COMMERCIAL BID)**

| SN | DESCRIPTION OF T & C  | TERMS & CONDITIONS AS QUOTED IN THIS TENDER   |
|----|---|---|
| 01 | DELIVERY TERMS  | <b>F.O.R.DESTINATION</b>  |
| 02 | PLACE OF DELIVERY   | MANAGER/IT, BHEL, SHREE MOHINI COMPLEX, 345,KINGS WAY NAGPUR  |
| 03 | DELIVERY PERIOD FROM THE DATE OF ORDER  | 01 MONTH  |
| 04 | CURRENCY OF PAYMENT   | INR   |
| 05 | PACKING & FORWARDING CHARGES  | INCLUDED@_____ % / EXTRA @ _____ % / NOT INCLUDED   |
| 06 | EXCISE DUTY ( % RATE)   | INCLUSIVE@_____ % / EXTRA @ _____ % / N.A.  |
| 07 | OCTROI / ENTRY TAX AT DESTINATION   | <b>EXTRA, IF APPLICABLE SHALL BE PAID BY BHEL ON PRODUCTION OF ORIGINAL OCTROI RECEIPT.</b>                       |
| 08 | FREIGHT CHARGES UP TO DESTINATION   | <b>QUOTED EXTRA@_____ % / INCLUDED IN COMPOSITE PRICE</b>   |
| 09 | INSTALLATION CHARGES  | INCLUSIVE@_____ % / EXTRA @ _____ % / N.A.  |
| 10 | SERVICE TAX   | INCLUSIVE@_____ % / EXTRA @ _____ % / N.A.  |
| 11 | TRANSIT INSURANCE CHARGES   | BY BHEL. SUPPLIER HAS TO INTIMATE THE DISPATCH DETAILS TO BHEL'S UNDERWRITERS AS SOON AS THE MATERIAL DISPATCHED. |
| 12 | ANY OTHER CHARGES (please specify here the nature of charge)                          | <b>(AMOUNT TO BE SPECIFIED IN THE PRICE FORMAT)</b>   |
| 13 | PAYMENT TERMS (Specify scope of Banker's Charges at both ends / Demand Draft Charges) | <b>PL. REF SPECIALCONTRACT CONDITIONS CLAUSE-05 (ANEX-II)</b>   |
| 14 | MODE OF DISPATCH  | BY ROAD / RAIL / SHIP / AIR / CARGO COURIER / SPECIAL MESSENGER / HAND DELIVERY                                   |
| 15 | NAME OF THE GOODS MANUFACTURER / PRINCIPALS   |   |
| 16 | TRADE NAME / MODEL NUMBER OF GOODS  |   |
| 17 | AUTHORIZED DEALERSHIP CERTIFICATE   | CERTIFICATE OF MANUFACTURER/PRINCIPALS:<br>ENCLOSED/<br><div style="text-align: right;">NOT</div><br>ENCLOSED     |
| 18 | WARRANTY / GUARANTEE CONDITIONS   |   |
| 19 | PRODUCT CATALOGUE / WRITE UP  | ENCLOSED / NOT ENCLOSED.  |
| 20 | CONTACT PERSON'S NAME<br>TEL/MOB No.<br>e-mail id                                     |   |

SIGNATURE & SEAL OF TENDERER

**(Dully filled and signed this sheet should be sent as a part of technical bid. Otherwise the offer will not be considered for further processing)**

**ANNEXURE-I**  
**SPECIFICATIONS FOR LEASED LINE MODEM**

| S.No.    | Category  | Requirement  |
|----------|---|--|
| <b>1</b> | Line Interface  |  |
| 1.a      | Type  | 2/4-wire unconditioned dedicated line (twisted pair)   |
| 1.b      | Line Coding   | TC-PAM   |
| 1.c      | Range   | 64 KBPS - 4608 KBPS  |
| 1.d      | Connectors  | RJ-45 and 5-clip terminal block  |
|          |   |  |
| <b>2</b> | DTE Interface   |  |
| 2.a      | Type  | X.21 : 15-pin, D-type, female  |
|          |   | V.35 : 34-pin, female  |
|          |   | RS-530: 25-pin, D-type   |
|          |   | E1: RJ-45  |
|          |   | T1: RJ-45  |
|          |   | ETH (10/100BaseT bridge with VLAN support): RJ-45  |
| 2.b      | Data Rate   | 2-wire: 64 to 2304 KBPS (ext. clock)<br>64 to 2048, 2304 KBPS (int. clock)<br>64 to 1536 KBPS (T1)<br>4-wire: 128 to 4608 KBPS (ext. clock)<br>128 to 4096, 4608 KBPS (int. clock)<br>64 to 1536 KBPS (T1) |
| <b>3</b> | E1/T1 Interface   |  |
| 3.a      | Data Rate   | E1: 2048 KBPS<br>T1: 1544 KBPS   |
| 3.b      | Connector   | 8-Pin RJ-45  |
| <b>4</b> | User Ethernet Interface   |  |
| 4.a      | Interface   | 10/100BaseT  |
| 4.b      | Connector   | RJ-45  |
| <b>5</b> | Management Ports  |  |
| <b>6</b> | Alarm Ports   |  |
| <b>7</b> | Minimum 1 year warranty & 2 years services at Nagpur & at sites |  |



**ANNEXURE-II**

**I. SCOPE OF WORK**

Providing LL MODEM G.703 & V.35 for 2 sites (Chandrapur & NTPC Vindhyachal). Scope is follows:

- 1) Establishing connection between sites and Nagpur as required by BHEL including supply (if any of all necessary hardware), installation of RAD LL MODEM G.703 & V.35. All devices shall be capable of delivering throughputs of 2 MBPS and above.
- 2) All necessary data and communications cables to be supplied and installed.
- 3) All necessary coordination with BSNL for operation of links including troubleshooting, reliability and throughputs (2 MBPS).
- 4) All necessary coordination with BHEL regarding operation of links including troubleshooting, reliability and throughputs (2 MBPS) and Configuration if necessary.
- 5) Maintenance, trouble shooting and configuration of LL MODEM G.703 & V.35, routers, switches etc needed for operation of the links.
- 6) Provide Helpdesk for operation of links on 24x7 basis.
- 7) Contract period is for 3 years and after 3 years quarterly service charges shall be mutually agreed. 1<sup>st</sup> year comes under warranty of MODEMs & extended warranty shall be covered by the agencies.
- 8) Suggested network diagram with devices is enclosed. However, vendor has to enclose his own design for acceptance by BHEL during tender itself.

**II. Special Conditions of Contract**

**1.0 GENERAL**

The words incorporating singular shall include plural and vice-versa, in the words importing masculine gender shall include feminine and vice-versa and the words importing persons shall include bodies; corporate, limited liability companies, partnership and other legal entities.

**2.0 EXPECTATIONS**

Vendor/Lessor is required to give a total solution & services as per specifications enclosed. The full working of all Equipments and Services is the responsibility of the Vendor/Lessor. In case any extra item is required for complete functioning of the system, the same must be supplied.

**3.0 SUPPLY CONDITION:**

All equipment supplied and installed at the stipulated locations shall be new and confirming to the contract technical specifications. The certificate of newness is to be furnished by the Vendor/Lessor.

**4.0 RATES**

Rates are net F.O.R. destination inclusive of freight, handling and packing charges, transit insurance, and installation, regular insurance and on-site comprehensive maintenance including spares at stipulated locations during the lease period. These are also inclusive of all taxes & duties. Any changes in statutory levies will be payable only on submission of relevant document evidence from statutory body. The document should clearly state the applicable rate at the time of contract and increased thereof.

**5.0 TERMS OF PAYMENT**

- a) Payment will be on quarterly basis based on availability of working MODEMs at each quarter end.
- b) All taxes and duties shall be paid extra as applicable for services of this nature on production of proof thereof.
- c) Payment shall be made on uptime of pair basis.
- d) If the link is down due to failure in the single device/pair supplied, the vendor shall rectify the fault within 2 days of its reporting. If after the above mentioned period, the single device/pair still remains down, vendor shall replace the same within 3 days (including the initial 2 days given for rectification and journey time required by the vendor for visiting the site).
- e) In case where delay exceeds 3 days (time required for resolution/replacement of the device/pair), a deduction of 5% from the total quarter payment shall be made on daily basis subjected to a maximum of total quarter payment for the specified pair applied.
- f) As per the above mentioned terms of payment, if a downtime of 20 or more days (excluding initial 3 days provided for initial repair/replacement) in a quarter is observed, no payment shall be made for that pair for the entire quarter period.

**6.0 MAINTENANCE**

Maintenance service shall cover services, repairs and replacements necessary to keep the equipments in good working order on reasonable use of the equipments during the lease period. Periodic maintenance check should be carried out to keep the equipments in good working conditions. Maintenance will include UPS batteries.

**7.0 INDEMNITY**

Vendor/Lessor shall fully indemnify and keep indemnified the Purchaser/Lessee against all claims which may be made in respect of the use of System/Software/Item(s)/services supplied/rendered by the Vendor/ Lessor, for infringement of any rights protected by patent, registration of designs or trademarks and legality of the Software. All such claims in this regard will be settled as per Indian Laws. In the event of any such claims being made against the Purchaser/Lessee, Purchaser/Lessee will inform 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.

**8.0 INSURANCE**

Insurance for the complete Systems/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 Systems/goods, due to any reasons, whatsoever. Claim(s) etc., if any, will be dealt with the underwriters directly by the Vendor/Lessor. Original insurance policy will be submitted to BHEL if the lessor fails to renew the policy before the expiry, BHEL will effect the insurance from the lease rental.

**9.0 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 Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalised during the course of execution of the order/contract.

**10.0 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.

**11.0 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 Systems/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 including extended period with penalty.

**12.0 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.

**13.0 TERMINATION OF THE ORDER/ LEASE AGREEMENT & ITS CONSEQUENCES**

- a) Purchaser/Lessee reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Vendor/Lessor, at the risk and cost of the Vendor/Lessor.
- b) Purchaser/Lessee reserves the right to terminate the order/contract or a portion thereof for the stores not so delivered within the stipulated period, at the risk and cost of the Vendor/Lessor and the Vendor/Lessor shall be liable to the Purchaser/Lessee for any excess costs thereof.
- c) After the contract termination, Vendor/Lessor will remove the equipment from Purchaser/Lessee's premises at his own risk and cost after due permission from BHEL.
- d) Vendor/Lessor shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
- e) Lessee reserves the rights to cancel the lease agreement in case the equipment and services are not found to be satisfactory by the Lessee.
- f) Fore-closure: In case of fore-closure of the lease agreement by the lessee, pro-rata compensation will be payable. Compensation will be equivalent to percentage of outright purchase cost and proportionately linked to balance lease period.

- g) Consequences: As soon as the lease agreement is cancelled / terminated by the Lessee, no lease rent will be payable to the Lessor.

**14.0 SETTLEMENT OF DISPUTES**

- a. Except as otherwise specifically provided in the Order/Contract, all disputes concerning questions of the facts arising under the Order/Contract, shall be decided by the Purchaser/Lessee, subject to written appeal by the Vendor/Lessor to the Purchaser/Lessee, whose decision shall be final to the parties hereto.
- b. Any disputes or differences shall be to the extent possible settled amicably between the parties hereto, failing which the disputed issues shall be settled through arbitration.
- c. However, the Vendor/Lessor shall continue to perform the Order/Contract, pending settlement of dispute(s).

**15.0 ARBITRATION**

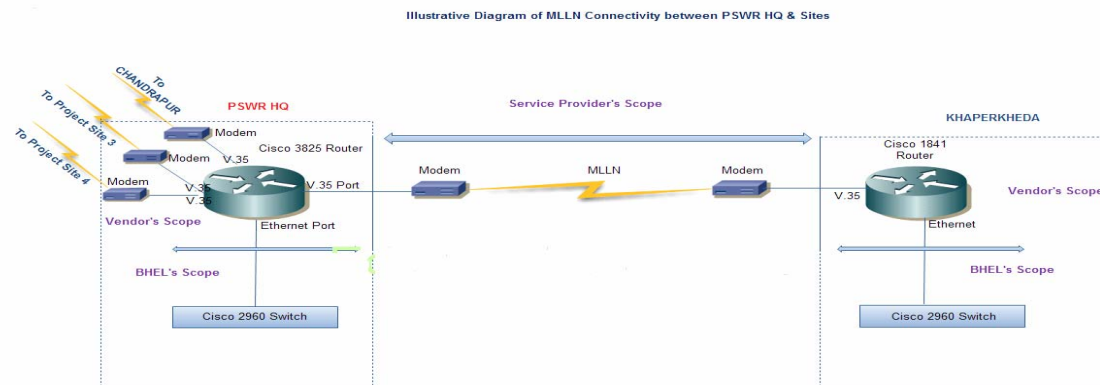
In all cases of disputes emanating from and in references to this agreement the matter shall be referred to the arbitration of the sole arbitration of the Executive Director/ GM of BHEL, Nagpur or any other person (including an employee of BHEL, even though he had to deal with the matter relating to this agreement in any manner) nominated by the said Executive Director /GM to act as sole arbitrator. The arbitration shall be under 'THE ARBITRATION AND CONCILIATION ACT OF 1996' and the rules there under. The arbitrator may from time to times with the consent of the parties enlarge the time for making and publishing the award.

**16.0 ADDITIONAL FACILITY REQUIRED IN FUTURE ON ITS EQUIPMENT**

In case any additional facility is required on the IT equipment requiring upgrade the Vendor/Lessor shall provide the same at mutually agreed terms.

**17.0 QUALIFYING CRITERIA**

- 17.1 Agencies having experience in establishment of LAN and WAN links including MPLS/MLLN/LEASED LINE and LL MODEM G.703 & V.35, Switches etc.
- 17.2 Experience in providing WAN services.
- 17.3 Experience in providing above services both in Nagpur & in required sites on availability basis.



**BHARAT HEAVY ELECTRICALS LIMITED**  
**PS-WR:HQ:NAGPUR**

ENQUIRY NO.XI008 E

DT.28.05.11

PUR-F31/01  
DUE DATE: 13.06.11

**PRICE BID**

| SL NO | DESCRIPTION         | Qty (Pair) | Unit hiring rate per quarter (all inclusive. ref.SCC point.4) | Total hiring rate per quarter | Total charges for 12 Quarters |
|-------|---------------------|------------|---|-------------------------------|-------------------------------|
| 1     | G.703 to V.35 MODEM | 2          |   |                               |                               |