



Tender Ref: BHEL/EDN/DTG/ UPS/AMC/2021

### NOTICE INVITING TENDER

1. Tender Reference	: BHEL/EDN/DTG/UPS/AMC/2021 Dt.23-09-2021
2. Name of the work	: COMPREHENSIVE AMC FOR UPSs.
3. Duration of Contract	: One Year – 1 year
4. Earnest money deposit	: Rs. 16,200 (Rs. Sixteen Thousand Two Hundred only)
5. Last date and time for the receipt of completed tender	: before 13.00 Hours on 08-10-2021
6. Date and time for tender opening	: At 13:30 Hours on 08-10-2021
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	Annexure - I
2	General Terms and Condition	Annexure - II
3	CA Certificate	Annexure - III
4	Commercial Terms & Conditions	Annexure - IV
5	Security Deposit	Annexure - V
6	Non-Disclosure Agreement	Annexure - VI
7	Business Rules for Online Reverse Auction	Annexure - VII
8	EFT Format	Annexure - VIII
9	Commercial Terms Compliance Statement	Annexure - IX
10	Price Bid Format	Annexure - X

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

**Total no. of pages : 32 Pages**

**Prepared by**

-----Sd-----

Ashok S Bagewadi  
Manager/ DTG

**Checked by**

-----Sd-----

B.K.Dharmaraju  
SDGM / DTG

**Approved by**

-----Sd-----

P. Parthasarathy  
AGM / MS



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**ANNEXURE - I**

**1. SCOPE OF WORK:**

- a) The AMC will be comprehensive with spares and replacement of all defective components except batteries during the AMC period.
- b) Maintenance of UPS of different rating & Makes as per below chart :

SL. no.	Rating in KVA	Make	Qty. Nos.	Location (EDN- Mysore Road, ESD – Electronics city)
1	1 KVA	EMERSON	15	11 at ESD remaining at EDN
2	2 KVA	EMERSON	42	42 at EDN
3	2.2 KVA	APC	45	45 at EDN
4	2.2 KVA	APC	20	20 at EDN
5	3 KVA	EMERSON	36	2 at ESD remaining at EDN
6	5 KVA	ALFA	1	1 at EDN
7	10 KVA	EMERSON	1	1 at ESD
8	20 KVA	EMERSON	4	1 at EDN, 3 at ESD
9	40 KVA	EMERSON	1	1 at ESD
10	30 KVA	APC, SUVTP30KH	2	2 at EDN
11	60 KVA	APC, GALAXY 5000	2	2 at ESD
12	6 KVA	Emerson online ups (ITA)	2	2 at ESD
13	2X20 KVA	ETON 93E	3	3set at EDN
Total Qty.			<b>174</b>	

**2. INSTRUCTIONS & GUIDELINES TO BIDDERS(TENDERERS):**

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

- a) The bidder shall closely peruse all the clauses, 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.
- b) 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.
- c) Before tendering, the bidders are advised to inspect the machine and its environments and be well acquainted with the actual working and other prevailing conditions, position of materials. They should be well versed with BHEL General Conditions of Contract, Instructions to tenderers, and specifications and all other documents which form part of the Annual maintenance contract.



## 2.2. GOODS AND SERVICES TAX (GST):

1. BHEL EDN GSTIN number is 29AAACB4146P1ZB. All invoices to contain BHEL-EDN GSTIN No.
2. The Tenderers shall furnish the GSTIN Registration Number in their offer (GSTIN copy of the same to be enclosed).
3. The changes in GST rates due to statutory amendment of GST Act during the course of contract will be paid as applicable.
4. If not registered under GST, undertaking to be submitted that contractor will register and furnish copy of certificate, before submitting the first bill.
5. Taxes quoted in price Bid, Tick as applicable with %

IGST	
SGST + CGST	
UTGST + CGST	
HSN / SAC CODE	

6. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.
7. The Bidder shall also mention HSN (Harmonised System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
8. Invoice submitted should be in the format as specified under GST Laws viz. all details as mentioned in Invoice Rules like GSTN registration number, invoice number, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST, IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
9. Payment of GST to Bidder will be made only if it is matching with data uploaded by the Bidder.
10. Bidders to give undertaking that GST as mentioned in the Invoice has been paid either through cash or admissible input credit and also filed the returns at the time of submission of invoice.
11. For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
12. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/leviable on BHEL.
13. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.
14. Any offer not complying with the above clauses is liable to be rejected.



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15. Taxes are applicable at prevailing rates during the contract period. Any variation in taxes and duties will be on BHEL's part.

### 3. PRE- QUALIFICATION CRITERIA:

- i. **Local Presence:** Bidder should have office at Bengaluru area with supporting staff. Proof should be given.
- ii. Bidder 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
- iii. 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.  
Certified accounts by chartered accountant / IT return filed through CA in this regard should be submitted along with the techno commercial bid.
- iv. The bidder should have experience in successfully completed similar works in India during last 7 years ending last day of month previous to the one in which applications are invited (**Similar work means Maintenance of UPS OR Supply & Maintenance of UPS**). The experience should be either of the following:
  - i. Three similar completed works costing not less than the amount equal to 40% of the reference value.

OR

- ii. Two similar completed works costing not less than the amount equal to 50% of the reference value.

OR

- iii. One similar completed work costing not less than the amount equal to 80% of the reference value.

Bidder shall provide customer references with maintenance of UPS and year of AMC 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, Month & year etc. for verification. Bidders can submit PO copies which have been executed and proof of completion documents along with PO copies.

**Note:** Reference value for this tender is Rs. 8,08,225/-.



## ANNEXURE -II

### 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:

##### 1.2 a) Mode of Deposit of EMD:

The EMD may be accepted only in the following forms:

i) EMD shall be deposited as Earnest Money deposited with BHEL through online payment and the receipt of payment made has to be submitted with Techno- commercial bid (Part-1).

The Link to make EMD payment is given below.

Logon to : [www.onlinesbi.com](http://www.onlinesbi.com)

Choose the following menus :

SB Collect-> Tick the Terms and Conditions → Proceed

Select State : Karnataka → PSU – Public Sector Undertaking → Go

Select : Bharat Heavy Electricals Ltd → Submit

Select : Others → EMD and fill your company details and Confirm

Pay using one of the options : Net Banking, Card Payment or NEFT / UPI etc.

(We will assist you, if you have any difficulty in the above process)

Further to select payment nature and proceed as per the screen message.

ii) Electronic Fund Transfer credited in BHEL account (before tender opening)  
iii) Banker's cheque/ Pay order/ Demand draft, in favour of BHEL (along with offer)  
iv) In the absence of submission of receipt of EMD, the offer is liable for rejection.  
v) Micro, Small Enterprises are exempted from paying EMD. UDYOG ADHAAR  
MEMORANDUM and CA certificate to be furnished (CA certificate as per Annexure- III).  
• The Earnest Money will be refunded to the un-successful bidders after  
finalization of the award of work. EMD of successful bidder will be converted  
and adjusted to Security Deposit.  
• **EMD shall not carry any interest.**

##### 1.2 b) Forfeiture of EMD

EMD by the Tenderer will be forfeited as per NIT conditions, if:

i) After opening the tender and within the offer validity period, the tenderer revokes his  
tender or makes any modification in his tender which is not acceptable to BHEL.



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- ii) The Contractor fails to deposit the required Security deposit or commence the work within the period as per LOI/ Contract.
- iii) The Earnest Money will be refunded to the bidders after finalization of the award of work.
- iv) EMD shall not carry any interest.
- v) EMD of successful tenderer will be retained as part of Security Deposit.

1.2 c) Commercial terms compliance statement as per enclosed format only.

1.2 d) Unpriced copy of price bid as per enclosed format only.

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

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

- i) 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 GST.
- ii) **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).
- iii) Reverse Auction (RA)
  - i) BHEL reserves the right to go for Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
  - ii) In case BHEL decides to go for Reverse Auction, only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue."

Terms and conditions of RA are contained in Annexure-VII.

1.5 **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**



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- j) DUE DATE OF OPENING
- k) "TECHNO-COMMERCIAL BID"

**PART – II:**

1. TENDER ENQUIRY NUMBER AND ITEM DESCRIPTION
2. DUE DATE OF OPENING
3. "PRICE BID"

1.6 Tenders should be addressed to the **Manager (DTG), 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.

In case of any difficulty in dropping the tender in the designated tender box, it may be handed over to the following personnel before the due date and time:

- 1) Mr. Ashok S Bagewadi, Manager -DTG, **Contact no: 080-26998977 / +919632400225**
- 2) Mr. Dharmaraju BK, SDGM-DTG, Contact no: 080-26998443 / +919972060443

1.7. 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.

1.8. Please note that the tender will be opened in the presence of the tenderer or his authorized representatives (maximum two per organization) who choose to be present with authorization letters. 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 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.



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:

- conditional and unsigned
- containing absurd rates and amounts
- incomplete or otherwise considered defective
- not in accordance with the tender conditions.
- not submitted in the prescribed forms.
- 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

2.12. The BHARAT HEAVY ELECTRICALS LIMITED reserve the right to reject any or all the tenders received or accept any tender or part thereof without assigning any reason thereof.

### 3. RATES

3.1. The rates quoted in the tender shall remain valid for a period of 'THREE MONTHS' from the date of opening of tender

3.2. Rates are to be quoted as per Price Bid Format only providing details of prevailing rates of GST. 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.

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 Techno- Commercial Bid

- a) Techno-commercial bid of the bidder shall be evaluated for acceptability of Techno-commercial offer.
- b) During the Techno-commercial 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 Techno-commercial bid. Failure to do so may result in rejection of the bid.
- c) Eligibility criteria are mandatory requirements to be met by the Bidder. Only those Bidders who meet all the requirements as per **PRE-QUALIFICATION CRITERIA FOR BIDDERS** will be considered for further evaluation.

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

- a) Only Techno-commercial cleared offers will be considered for price evaluation.
- b) In case partial offer for certain category/items only received, the offer is liable for rejection. The tender is undivisible i.e., single contract will be issued to L1 bidder for all UPS. Price evaluation will be made on the total bid price and not on individual item wise.
- c) Evaluation of the offer will be based on L1 of total cost to BHEL for the entire scope of work
- d) The Total Price shall be for the complete scope, inclusive of comprehensive on-site maintenance including repair/replacement of parts during the entire AMC period, All applicable GST etc., should be clearly indicated in price bid format.
- 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.

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



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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

f) BHEL reserves the right to go for a Reverse Auction (RA) instead of opening the submitted sealed price bid, which will be decided after techno-commercial evaluation.

## 5. ETHICAL STANDARD:

Bidders are expected to observe the highest standard of ethics during the 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

#### 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.1722(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 off 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



## ANNEXURE – IV

### 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 One year.

#### 1.3. VALIDITY OF OFFER:

The offer should be valid for 3 months from the date of opening of techno-commercial bid.

#### 1.4. PAYMENT TERM

AMC period will commence from the date mentioned in our order. The payment will be made on quarterly basis in arrears after completion of each quarter and submission of invoice(s).

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.

#### 1.5. MAINTENANCE

- a) The maintenance of equipment shall be undertaken for the contract period from the date of order.
- b) The Contractor's/Vendor's responsibility under this contract shall commence from the date mentioned in our order.
- c) The maintenance will be comprehensive with spares and replacement of all defective components except batteries during the AMC period. The defective component may be permitted out of BHEL premises with BHEL's permission.
- d) At least **1(ONE)** qualified and experienced service engineer on approval of by BHEL shall be stationed in BHEL -EDN for providing the desired levels of service. The engineer shall be covered under the Provident Fund and ESI schemes, by the bidder. The engineer shall be subjected to approval by BHEL/EDN before placement.
- e) Preventive maintenance is to be carried out periodically once in a quarter and PM report to be submitted.
- f) Providing the said services during BHEL office hours viz.,
  - i Monday to Friday: 7:30 am to 4:30 pm
  - ii Saturday : 7:30 am to 12:30 pm



#### 1.6. DEDUCTION FOR DOWNTIME

##### a) DOWNTIME CALCULATION :

Any complaint / incident has to be resolved within 24 hours from the time of registration of complaint/incident on BHEL –EDN working days (Excluding holidays).

Formula : Let Quarterly AMC amount of equipment is Rs. A, Then deduction will be :  
(A/90/24)\* (No. of down time hours beyond 24 hours)

Note: Downtime Hours for want of batteries to be provided by BHEL will not be considered.

b) In the event of failure of the vendor in meeting the above clause and sub-clauses of 1.6(a), BHEL reserves the right to deduct the AMC charges for the equipment. BHEL may also take action to repair the equipment by any other agency and debit the cost of the same together with the incidental expenditure to the vendor without notice.

#### 1.7. CONFIDENTIALITY

Vendor shall, at all times, undertake to maintain complete confidentiality of all data, information, software, drawings & documents, etc. belonging to BHEL 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 sample format (**Annexure-VI**).

#### 1.8. FORE CLOSURE

BHEL reserves the right to foreclose the contract or remove equipment/item(s) from the contract at any point of time with prior intimation.

#### 1.9. ARBITRATION & CONCILIATION:

##### 1.9.1 Conciliation

If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the Contract/Order, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority of the Buyer from the BHEL Panel of Conciliators.



**Notes:**

1. No serving or a retired employee of BHEL/Administrative Ministry of BHEL shall be included in the BHEL Panel of Conciliators.
2. Any other person(s) can be appointed as Conciliator(s) who is/are mutually agreeable to both the parties from outside the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in Procedure to these Conditions. The Procedure together with its Formats will be treated as if the same is part and parcel hereof and shall be as effectual as if set out herein in these Conditions.

The Seller agrees that the Buyer may make any amendments or modifications to the provisions stipulated in the Procedure to these Conditions from time to time and confirms that it shall be bound by such amended or modified provisions of the Procedure with effect from the date as intimated to the Seller by the Buyer.

**1.9.2 Arbitration**

**a) With a Sole Arbitrator:**

3.2.1. Except as provided elsewhere in this Contract, in case Parties are unable to reach amicable settlement (whether by Conciliation to be conducted as provided in Clause 23.1 herein above or otherwise) in respect of any dispute or difference; arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the Parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract (hereinafter referred to as the '**Dispute**'), then, either Party may, commence arbitration in respect of such Dispute by issuance of a notice in terms of section 21 of the Arbitration & Conciliation Act, 1996 (hereinafter referred to as the 'Notice'). The Notice shall contain the particulars of all claims to be referred to arbitration in sufficient detail and shall also indicate the monetary amount of such claim. The arbitration shall be conducted by a sole arbitrator to be appointed by the Head of the BHEL Unit/Division/Business Group issuing the Contract within 45 days of receipt of the complete Notice in terms of this Clause.

The language of arbitration shall be English. The Arbitrator/Arbitral Tribunal shall pass a reasoned award.

The cost of arbitration shall initially be borne equally by the Parties subject to the final apportionment of the cost of the arbitration in the award of the Arbitrator(s).

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory



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modifications or re-enactments thereof and the rules made thereunder as in force from time to time shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be the place from where the contract is issued.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the Contractor shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and expedition in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

**b) IN CASE OF CONTRACT WITH PUBLIC SECTOR ENTERPRISE (PSE) OR A GOVERNMENT DEPARTMENT, THE FOLLOWING SHALL BE APPLICABLE:**

3.3.1. In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial Contract between Central Public Sector Enterprises (CPSEs)/Port Trusts inter-se and also between CPSEs and Government Departments/Organisations (excluding disputes concerning railways, Income Tax, Customs and Excise Departments), such dispute or difference shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as amended from time to time."

3.3.2. A copy of the extant Department of Public Enterprises (DPE) Office Memorandum No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 as available on Govt. of India website and the same as amended from time to time shall apply in all such cases.

**1.10. SUB-CONTRACTING**

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

**1.11. LIMITATION OF LIABILITY**

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

**1.12 RISK PURCHASE**

BHEL reserves the right to purchase from elsewhere at the risk and cost of the Contractor, either the whole or part of

a) The Systems/Equipment, which the Contractor has failed to deliver within the stipulated delivery period in the concerned Purchase Order or if the same were not available, the best and the nearest available substitute(s) thereof which is not technically inferior to the undelivered System/Goods.



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b) The warranty and support which the Contractor has failed to provide in respect of the supplied system/equipment suffering from not less than 1 month of downtime. The Contractor shall compensate the Client for any loss or additional expense, which the Client may sustain by reason of such purchase. The Client may recover the amount from any money due to the Contractor in respect of this contract or any other contract which the Contractor has with Purchaser. This clause will be operated only after completion of delivery period including extended period with LD, if any.

#### 1.13 COMPLIANCE TO ESI / PF ACTS

- a) The vendor shall comply with the provision of Employees Provident Fund and Miscellaneous Provisions Act 1952 and rules, regulations and other orders issued thereunder. He as an employer shall be liable to pay employer's contribution/deductions towards PF under the PF Act in respect of all labour employed by him for the execution of the contract in accordance with the provisions of the Employees Provident Funds and Miscellaneous Provisions Act, 1952 as amended from time to time. For this purpose he shall indicate the code number obtained from the Regional Provident Fund Commissioner or he should obtain a code number if he has not and produce the Photostat copy of the challan / receipt of monthly remittance of the contribution made by him to the PF Commissioner. Final payments due to him will be released only on production of a "No due certificate" from the Regional Provident Fund Commissioner if applicable. He shall also furnish such returns as are due, under the Act, to be sent to the appropriate authorities through the Principle Employer".
- b) The Vendor should get himself registered with the E.S.I. Authorities as an independent Employer, obtain a separate code number and remit the dues in respect of the labour employed by him for the work and produce the challans / Receipts of remittance of the ESI contributions due under the E.S.I. Act to the Company authorities. He shall also furnish such returns, as are due under the Act, to be sent to the appropriate authorities through the Principal Employer.
- c) If any action is brought in by P.F. Commissioner/ESI authorities on BHEL for the work done by the Vendor for his labourers regarding PF/ESI amount due, short remittances, non-remittances etc., the Vendor shall defend the case on behalf of BHEL and/or reimburse BHEL the expenses so incurred.
- d) If applicable, the vendor shall insure all his labourers and materials. Any claim by his employees for damages shall be settled by the vendor even if action is against BHEL or to reimburse the legal expenses incurred by BHEL.
- e) Vendor shall produce necessary records, documents, explanation whenever he is called upon to by any Government agencies like ESI, PF, VIGILANCE etc.



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- f) Above is applicable for the Service Engineers stationed in EDN by the vendor for providing the desired levels of service at both EDN and ESD.
- g) If monthly wages of any person (excluding remuneration for overtime work) exceed wages prescribed in sub clause (b) of clause (9) of Section 2 of the ESI Act for eligibility (presently INR 21,000/-) at any time before the beginning of the contribution period, he will not be covered under ESIC and the contractor shall mandatorily obtain Workmen Compensation policy in line with the Workmen Compensation Act, 1923 for Service Engineer deployed by him who are not covered under ESI Act. A documentary proof for the same shall be submitted to BHEL within 15 days from commencement of work. The contractor shall also enclose a valid documentary proof for having Workmen Compensation policy for Service Engineer deployed by him who are not covered under ESI Act, along with his monthly bill.
- h) The contractor shall comply all requirements, applicable Acts/ Rules, Provisions, regulations, notifications and amendments made there under by concerned authorities from time to time.

**1.14 SECURITY DEPOSIT:**

Successful vendor shall make Security Deposit as per Annexure V.



#### ANNEXURE- V

#### Security Deposit:

The total amount of **Security Deposit will be 5% of the Contract value**. The security Deposit should be collected before start of the work by the contractor.

Modes of deposit:

- i Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL
- ii Bank Guarantee from Scheduled Banks/ Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL
- iii Fixed Deposit Receipt issued by Scheduled Banks/ Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL)
- iv Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL)

(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

- v The security deposit shall not carry any interest.

**NOTE:** Acceptance of Security Deposit against Sl. No. (iii) and (iv) above will be subject to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

Security deposit shall not be refunded to the contractor except in accordance with the terms of the contract.



**ANNEXURE-VI**

**THIRD PARTY NON-DISCLOSURE AGREEMENT**

....., on behalf of .....(name of the Vendor), .....(Address), (hereinafter vendor) acknowledge that the information received or generated, directly or indirectly, while working with Bharat Heavy Electricals Ltd (BHEL) on contract for Rapid Application Development Platform (RADP) is confidential and that the nature of the business of BHEL is such that the following conditions are reasonable, and therefore execute this agreement in favour of BHEL:

We warrant and agree as follows:

1. The vendor hereby declare and acknowledge the fact that in the performance of contract with BHEL, the Vendor or any other personnel employed or engaged directly or indirectly by vendor will be exposed to various Confidential Information of BHEL i.e. information or material that is valuable to Company and not generally known or readily ascertainable or not intended to be known in the industry and other Institutions and further that vendor or any other personnel employed or engaged directly or indirectly by vendor shall disclose directly or indirectly any information or part of such information of BHEL. Without restricting the generality of the foregoing the Confidential Information aforesaid includes, but not limited to:
  - (a) Technical information concerning BHEL's, services and offerings, domestic and international operating model/s, contacts in various countries, correspondence and other such information including but not limited to BHEL's methods, drawings, processes, formulae, compositions, systems, techniques, inventions, computer programs / data / configuration and research projects etc. not available in the public domain;
  - (b) Information concerning BHEL's business, including but not limited to its contracts with various concerns, project schedules, pricing data, estimates, financial or marketing data, consortium partners, collaborators, JVs, cost information, profits, sales information, accounting and unpublished financial information, business plans, markets and marketing methods, customer lists and customer information, purchasing techniques, supplier lists and supplier information and advertising strategies;
  - (c) Information concerning BHEL's employees, including their personal data, salaries, strengths, weaknesses and skills;
  - (d) information submitted by BHEL's customers, suppliers, employees, consultants or co-venture partners with BHEL for study, evaluation or use;
  - (e) Information of Quality systems, procedures and manuals and any other particulars developed exclusively at and for the BHEL or by its Consultants and
  - (f) Any other information not generally known to the public which, if misused or disclosed, could reasonably be expected to adversely affect BHEL's interests.
2. The Vendor further covenants with the BHEL that the unauthorized disclosure or use of such Confidential Information by Vendor contrary to the agreement herein would cause
3. Irreparable harm and significant injury to the BHEL, the degree of which may be difficult to ascertain. Accordingly, the Vendor agrees that BHEL will have the right to withheld any benefits



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which may accrue for the Vendor from the contract(s) offered or assigned or awarded to him by the BHEL and take any necessary action for protection of such confidential information or for compensating losses that may be suffered due to such contravention of this agreement by the Vendor.

4. Further the Vendor agrees to the BHEL that in case he has committed or found to have been party to a breach of any provision of this Agreement, BHEL shall have the right to forthwith terminate the Vendor from the contract(s) with BHEL without any compensation and also to claim or recover any damages from him towards making good of the losses that the BHEL may suffer due to such violation by the Vendor without prejudice to any other right or claim for remedy, it may have at law or in contract.
5. In any such event of such termination, the Vendor shall, immediately return all copies of Confidential Information of the BHEL referred to in this Agreement.
6. The Vendor further agrees to the BHEL that
  - i. No failure nor any delay in exercising on the part of BHEL, any right or remedy under this Agreement, shall operate as a waiver thereof (in whole or in part), nor shall any single or partial exercise of any right or remedy prevent any further, future or other exercise thereof or any other right or remedy. The rights and remedies existing by virtue of this Agreement shall be cumulative and not exclusive of any rights or remedies provided by law.
  - ii. No term or provision hereof will be considered waived by BHEL, and no breach excused by it, unless such waiver or consent is in writing signed by an authorized representative of BHEL.
  - iii. No consent to, or waiver of, a breach by BHEL, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different, or subsequent breach by Vendor
7. The Vendor hereby irrevocably and unconditionally consent to submit to the exclusive jurisdiction of the courts of the Bangalore for any actions, suits or proceedings arising out of or relating to this Agreement and further agree that service of any communication, process, summons, notice or document by registered mail or courier service to the address set forth above shall be effective service of process for any communication, action, suit or proceeding brought against the Vendor.
8. This Agreement may be amended or supplemented only by a writing that is signed by duly authorized representatives of both parties.
9. Notwithstanding any provision herein contained, nothing contained in this Agreement requires BHEL to proceed with the Contract, or to refrain from pursuing the contract with a third party and any provision herein contained shall not be construed as imposing on BHEL an obligation to provide or disclose any information
10. If any part of this Agreement is found invalid or unenforceable, that part will be amended to achieve as nearly as possible to achieve the same economic and legal effect as the original provision and notwithstanding that the remainder of this Agreement will remain in full force all times.



भारत के एलेक्ट्रिकल्स लिमिटेड  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
**Bharat Heavy Electricals Limited**  
( A Government of India Undertaking)  
ELECTRONICS DIVISION  
P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/DTG/ UPS/AMC/2021

11. It further agreed that Vendor on conclusion of contract, 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, or in any way obtained by Vendor during the course of contract. Vendor further
12. agree that vendor, or any others employed or engaged by vendor shall not retain copies, notes or abstracts of the foregoing.
13. This obligation of confidence shall continue after the conclusion of the contract also.
14. Vendor acknowledge that the aforesaid restrictions are necessary and fundamental to the business of the Parties, and are reasonable given the nature of the business carried on by the Parties. Vendor agree that this agreement shall be governed by and construed in accordance with the laws of India.

Executed by .....on behalf of aforesaid vendor ..... with full knowledge and understanding of the above terms and its respective meanings; and voluntarily without any duress whatsoever.

Dated .....of 20...

.....  
Signature

Seal



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### Annexure VII

#### BUSINESS RULES FOR ONLINE REVERSE AUCTION

Business Rules, Terms & Conditions of Online Reverse Auction for the “COMPREHENSIVE AMC FOR UPS at BHEL-Electronics Division” vide tender enquiry ref. no. **BHEL/EDN/DTG/UPS/AMC/2021 dated 23/09/2021.**

BUYER'S NAME	Bharat Heavy Electricals Limited Electronics Division
AUCTION TO BE CONDUCTED BY	<b>To be intimated later</b>
DATE & TIME OF AUCTION	Auction Date: To be intimated later Online Sealed Bid Time : To be intimated later Online Reverse Auction Time : To be intimated later Auction website : To be intimated later



Tender Ref: BHEL/EDN/DTG/ UPS/AMC/2021

This has reference to tender no **BHEL/EDN/DTG/UPS/AMC/2021 dated 23/09/2021**, BHEL shall finalise the Rates for the COMPREHENSIVE AMC FOR UPS through Reverse Auction mode. BHEL has made arrangement with M/s. \_\_\_\_\_, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. no **BHEL/EDN/DTG/UPS/AMC/2021 dated 23/09/2021**, (b) Bidders' technical & commercial bid (in case of two-part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

## 1. Procedure of Reverse Auctioning

- i. **Online Sealed Bid:** This duration of online sealed bid will be ----- minutes. All bidders to submit their online sealed bids during this period.
- ii. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
- iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
- iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
- v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

## 2. Schedule for Reverse Auction:

The Reverse Auction is tentatively scheduled on {date}: and the duration of online sealed bid will be ----- minutes. All bidders to submit their online sealed bids during this period.

### - Online Sealed Bid:-

- *Start Time:* To be intimated later
- *Close Time:* To be intimated later

### - Online Reverse Auction:-

- *Start Time:* To be intimated later
- *Close Time:* To be intimated later



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**3. Auction extension time:** If a bidder places a bid in the last ----- minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another ----- minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note

that the auto-extension will take place only if a bid comes in those last ----- minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last ----- minutes. In case, there is no bid in the last ----- minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

The above process will continue till completion of Reverse Auction. Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. \_\_\_\_\_ with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

**4. Bid price:** The Bidder has to quote the {.....} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).

**5. Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...} In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

**6. Validity of bids:** Price shall be valid for 120 days from the date of reverse auction. These shall not be subjected to any change whatsoever.

**7. Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.



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8. Bidders shall be assigned a **Unique User Name & Password** by M/s. \_\_\_\_\_ .  
Bidders are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from M/s. \_\_\_\_\_ to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.
9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.
10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.
11. Computerized reverse auction shall be conducted by BHEL (through M/s. \_\_\_\_\_ ), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. \_\_\_\_\_ , furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price online so that the service provider will upload that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required



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time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. \_\_\_\_\_ is responsible for such eventualities.

**12. Proxy bids:** Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders.

- When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process. The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid. Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that then auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids.

- However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant. In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price. Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).



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**13.** Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from **M/s.** \_\_\_\_\_.

**14.** **M/s.** \_\_\_\_\_, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. **M/s.** \_\_\_\_\_, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

**15.** Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction **to M/s.** \_\_\_\_\_ besides BHEL within two working days of Auction without fail.

**16.** Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).

**17.** Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. ----- dt. -----. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)).

**18.** Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

- Leading (Running Lowest) Bid in the Auction (only total price of package).
- Bid Placed by the bidder.
- Start Price.
- Decrement value.
- Rank of their own bid during bidding as well as at the close of auction.



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- 19.** BHEL's decision on award of contract shall be final and binding on all the Bidders.
- 20.** BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.
- 21.** BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.
- 22.** Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.
- 23.** If there is any clash between this business document and the FAQ available, if any, in the website of **M/s. \_\_\_\_\_**, the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.
- 24.** Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. 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 for suspension of business dealings (as available on [www.bhel.com](http://www.bhel.com)), shall be initiated by BHEL.



ભારત્તે કેચે એલેક્ટ્રિકલ્સ લિમિટેડ  
ભારત હેવી ઇલેક્ટ્રિકલ્સ લિમિટેડ  
Bharat Heavy Electricals Limited

( A Government of India Undertaking)  
ELECTRONICS DIVISION  
P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

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EFT FORMAT

ANNEXURE -VIII

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  
appearing on MICR cheque issued by Bank

7 Bank swift Code(applicable for EFT only)

8 Bank IFSC code(applicable for RTGS)

9 NEFT IFSC CODE

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:

Telephone NO. with STD Code

Company Seal

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 Querry, please call : 080-26998xxx / 2674xxxx or fax no. 080-2674xxxx



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ANNEXURE -IX

COMMERCIAL TERMS COMPLIANCE STATEMENT

	Description	Agreed / Yes / No	Remarks if any
1	<b>Scope of Work:</b> 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). as per clause 1 of Annexure- I		
2	<b>Period of Contract:</b> The period of contract is for 1 year. 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.		
3	<b>Validity of the Offer:</b> Whether the bidder agrees to that offer should be valid for 3 months from the date of opening of techno-commercial bid.		
4	<b>Earnest Money Deposit:</b> Whether the bidder has agreed to submit EMD as per terms and conditions and submitted along with techno-commercial bid.		
5	<b>Payment Terms:</b> Whether the Bidder agrees for Payment terms as per clause 1.4 of Annexure- IV.		
6	<b>Maintenance:</b> Whether bidder has agreed to terms and conditions, as mentioned in clause, sub clauses of 1.5 of Annexure - IV .		
7	<b>Deduction in Downtime:</b> Whether the bidder has agreed for deduction in case of downtime as per clause, sub clauses of 1.6 of Annexure- IV		



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Tender Ref: BHEL/EDN/DTG/ UPS/AMC/2021

	Description	Agreed / Yes / No	Remarks if any
8	<b>Confidentiality:</b> Whether Bidder has agreed to maintain confidentiality as per Clause 1.7 of Annexure – IV. Bidder shall execute a third party non-disclosure agreement as per the sample format, in case of award of order.		
9	<b>Fore-closure:</b> Whether the Bidder agrees for fore-closure as per clause 1.8 of Annexure – IV.		
10	<b>Sub-Contracting:</b> Whether the Bidder 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 as per clause 1.10 of Annexure - IV.		
11	<b>Limitation of Liability :</b> Whether the Bidder has agreed for Limitation of Liability term as per clause 1.11 of Annexure- IV.		
12	<b>Risk Purchase :</b> Whether the Bidder has agreed for Risk Purchase term as per clause 1.12 of Annexure- IV.		
13	<b>Compliance to ESI / PF Act:</b> Whether the Bidder agreed to comply with applicable ESI/PF rules and regulations as per clause 1.13 of Annexure- IV.		
14	<b>Security deposit :</b> Whether the Bidder agrees for Security Deposit terms as per clause 1.14 of Annexure- IV.		
15	<b>Reverse Auction :</b> Whether the Bidder agrees for Reverse Auction terms of Annexure- VII.		
16	<b>GST :</b> GST Registration acknowledge copy enclosed.		



भारत देश के एलेक्ट्रिकल्स लिमिटेड  
भारत हेवी इलेक्ट्रिकल्स लिमिटेड  
Bharat Heavy Electricals Limited

( A Government of India Undertaking)  
ELECTRONICS DIVISION

P.B. No. 2606, Mysore Road, Bangalore - 560 026

Gram : BHARATELEC  
Fax : 080-26740137  
PHONE : 26998.....  
(EPABX. NO.)

Tender Ref: BHEL/EDN/DTG/ UPS/AMC/2021

**ANNEXURE-X**

**PRICE SCHEDULE**

**UPS**

Sl. No.	Ratings in KVA	Make	Qty.	Annual charges per Unit in figures (Without GST)		Total values in figures (Without GST)	Applicable GST in %age	
				NOS				
				A	B		C=B*A	
1	1 KVA	EMERSON	15					
2	2 KVA	EMERSON	42					
3	2.2 KVA	APC	45					
4	2.2 KVA	APC	20					
5	3 KVA	EMERSON	36					
6	5 KVA	ALFA	1					
7	10 KVA	EMERSON	1					
8	20 KVA	EMERSON	4					
9	40 KVA	EMERSON	1					
10	30 KVA	APC,SUVT30KH	2					
11	60 KVA	APC,GALAXY5000	2					
12	6 KVA	EMERSON Online UPS (ITA)	2					
13	2X20KVA	ETON 93E	3					
		Total Qty:	174	TOTAL Rs.				

**Grand Total Amount in Rs. (Without GST) : -----**

**Grand Total Amount in words (Without GST) : (------)**

**Note : Please mention the GST Percentage & HSN/SAC Code compulsorily.**

**Unpriced price bid format shall be submitted along with techno-commercial bid.**

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