



ISO 9001-2000,ISO 14001
and OHSAS 18001 certified
company
SubContract and Purchase
Deptt.

Bharat Heavy Electricals Limited
(A Govt. of India Undertaking)
Power Sector – Northern Region,
Plot No. 25 , Sector - 16A , Distt. Gautam Budh Nagar
NOIDA – 201301 (INDIA)
Phone: 91-120-2416278/2416468 Fax 91-120-2416258
E-mail: vks@bhel.com/rashmig@bhel.com

TENDER NOTICE

BHEL Power Sector, Northern Region invites bids for the following item required at BHEL PSNR,PLOT 25,SECTOR 16-A,NOIDA-201301 in India as follow: -

TSX/ BHEL PSNR AT NOIDA

Enquiry No.	Item Description	Last Date of Tender Submission & Opening
BHEL/PSNR/SCP/RSG / E- 2343 DATED 10.08.2012	THREE PHASE SECONDARY INJECTION KIT AS PER SPECIFICATION ENCLOSED IN ANNEXURE-I QTY REQUIRED 01 NOS	05.10.2012 3.30PM (IST)

Notes:

- 1 .For detailed tender enquiry, please visit BHEL web site www.bhel.com.

ENGINEER/PURCHASE



Bharat Heavy Electricals Limited

(A Govt. of India Undertaking)

Power Sector – Northern Region,

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NOIDA – 2 01301 (INDIA)

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TENDER ENQUIRY

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DESTINATION FOR SUPPLY IS AS FOLLOW:

TSX/BHEL-PSNR AT NOIDA

DELIVERY: - WITHIN 8-WEEKS FROM DATE OF RECEIPT OF PO.

QUALIFYING REQUIREMENTS / PAST EXPERIENCE:-

- BIDDERS SHALL SUBMIT AN EARNEST MONEY DEPOSIT (EMD) IN THE FORM OF D.D OF Rs.60, 000/= FAVOURING BHARAT HEAVY ELECTRICALS LIMITED PAYABLE AT NOIDA.**
- THE OFFERED MODEL SHOULD BE FROM CURRENT MANUFACTURING RANGE. OFFER FROM ONLY THOSE MANUFACTURERS (DIRECTLY OR THROUGH THEIR AUTHORISED DEALER) WILL BE CONSIDERED WHO HAVE BEEN MANUFACTURING SIMILAR OR HIGHER CAPACITY OF THREE PHASE SECONDARY INJECTION KIT AND SHOULD HAVE SUPPLIED TO SOME REPUTATED ORGANIZATIONS. LIST OF CUSTOMERS SHALL BE ENCLOSED WITH TECHNICAL BIDS. BIDDERS SHOULD HAVE SERVICE CENTERS WITH AVAILABILITY OF SPARES IN INDIA.**
- BIDDERS SHALL SUBMIT THE DOCUMENTARY PROOF FOR SUPPLYING THE SIMILAR OR HIGHER RATING OF ABOVE WORK. COPIES OF PO's FOR THE SAME TO BE ENCLOSED.**

NOTES:-

- The Tender Document comprise of following :-
 - Tender Notification
 - Tender Invitation
 - Annexure-I (Technical specification)
 - Special Terms & Conditions
 - General Terms & Conditions
 - Format for PBG
 - Rate Schedule (Annexure-IIA)
 - Rate Schedule (Annexure-IIB)
 - Non-disclosure Agreement form
 - Format for bank details (Annexure III)

- (ii) Tender Documents with complete details are hosted in this web page. Bidder(s) intending to participate may download the tender document from the web site.
- (iii) Bidder(s) can also collect hard copy of tender documents from this office. Tender documents (nontransferable) will be issued free of cost on all working days between 09.30 Hrs. to 12.30 Hrs within the period i.e up to 04.10.2012. Request for issue of tender document should clearly indicate Tender No. and work.
- (iv) Tenders must be submitted to the undersigned latest by 05.10.2012 before opening of technical bids commences. Technical bids shall be opened at 15.30 Hrs. (IST) on 05.10.2012. (In case of holiday on 05.10.2012 opening of tenders shall take place on the next working day).
- (v) The present destination for supply of Three Phase Secondary Kit is as per given above, However, the destination is subject to change as per deployment plan at the time of delivery.
- (vi) All corrigenda, addenda, amendments and clarifications to this Tender will be hosted in this web page and not in the newspaper. Bidders shall keep themselves updated with all such amendments.
- (vii) BHEL takes no responsibility for any delay/loss of documents or correspondences sent by courier/post.
- (viii) BHEL reserves the right to accept or reject any or all tenders without assigning any reason what so ever.
- (ix) The offers of bidders who are in banned List or who engage in services of banned firms shall be rejected. The list of banned firms is available on BHEL website www.bhel.com.

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Specification of Secondary Injection Kit (ANNEXURE-I)

Sr.No.	Description
1	Test objects to be tested
	Distance relays (ground & phase faults)
	Over current Relays (directional & Non-directional, definite time & inverse time – all characteristics as well as user defined)
	Frequency relays (over-and-under-)
	Voltage Relays (over-and-under-)
	Power Relays (directional)
	Differential Relays (incl. harmonic restraint & basic Characteristic)
	Other associated protection relay functions: auto-reclose function, power swing, sync-check. etc.
	Multi-function relays & Transducers
2	Hardware Specification
2.1.	General – Mechanics
	Hardware units not to exceed : 17 Kgs.
	Unit Dimensions not to exceed : 460x155x400 mm
	No moving elements or elements that are susceptible to damage, i.e. controls elements or displays on the front plate.
2.2	Amplifiers
	The amplifier stages are to be fully electronic. Range switching is not permissible.
	All current amplifiers to be fully overload-, overburden-, over temperature-protected and proof.
	All amplifiers to use linear amplification elements and to be dc-coupled. Able to generate DC and AC.
	The amplifiers neutrals, the binary inputs and the main power supply to be galvanically isolated from each other.
2.2.1	Internal Voltage Amplifiers (4 phases)
	Setting Range : 4 x 0...300Vrms (PhN)/phase with V4 automatically calculated (i.e. V0) Or free programmable.
	Output Power : 85 VA/Phase at 85...300Vrms with maximum 4x50VA
2.2.2	Internal Current Amplifiers (6 phases)
	Setting Range : 6 x 0...25 A / phase or 3 x 0...50 A / phase or 1 x 0...100 Amps
	Output Power : 6 x 400 VA / phase at 25 Arms (1x1600 VA at 25 Arms)
2.2.3	Low-level Signal Generators
	6 additional independent analog low-level signals to control external amplifiers or to test relays with low-level input. Together with 10 internally used signal generators the system to provide 16 signal channels in total.
	Output Range : 0...5 Vrms
	The quantities displayed in the software must be scalable.
2.3	Signal Generation
	All outputs to be continuously & independently adjustable in amplitude, phase (0 to $\pm 360^\circ$) and frequency.
	Maximum error to be less than 0.1% of scale and distortion (THD+N) not to exceed 0.05 % for voltage and 0.15 % for current outputs.
	Able to generate continuous sine waves with a frequency between 10 and 1000 Hz and to generate transient files with a bandwidth from DC up to 3KHz.
	Frequency error to be less than 1ppm. Phase resolution to be less than 4" (sec. of degree)

	Specifications to be maximum & guaranteed figures over a temperature range of $23^{\circ}\text{C} \pm 5^{\circ}\text{C}$.
	Interface to the PC : Pl. See the notes at the end
2.4	Timer/measuring inputs section (minimum 10, selectable binary /Analog input) Binary inputs
	Mode/Trigger criteria: -Pick –up and drop-out of potential-free contacts or DC Voltages of up to $\pm 600\text{ V DC}$. Trigger levels to be adjustable.
	Max. error :- $< 120\ \mu\text{s}$
	Max. Measuring time :- Infinite
	Counting function :- $< 3\text{kHz}$, at pulse width $> 150\ \mu\text{s}$
	A) Analog AC-DC measuring inputs
	Type:- AC+DC analog Voltage inputs
	Nominal input ranges: - min. $100\ \text{mV}$ – max. $600\ \text{Vrms}$
	Bandwidth :- DC... $10\ \text{kHz}$
	Sampling frequency :- min. $9\ \text{kHz}$
	B) Dedicated counter inputs
	Max. frequency :- $100\ \text{kHz}$
	Number :- minimum 2
2.5	Analog measuring inputs for transducers
	<ul style="list-style-type: none"> • Number 2 • Direct current range $0\ \dots \pm 20\ \text{mA}$ • Direct voltage range $0\ \dots \pm 10\ \text{V}$ • Max. error $< 0.05\ \%$
2.6	Binary Outputs
	Relays <ul style="list-style-type: none"> • Number 4 Transistors <ul style="list-style-type: none"> • Number 4
2.6.1	Auxiliary DC supply
	<ul style="list-style-type: none"> • Voltage output $0\ \dots 264\ \text{V DC}$ • Power Maximum $50\ \text{W}$
2.7	Power Supply
	<ul style="list-style-type: none"> • Nominal input voltage $110\text{-}240\ \text{V AC}$, Single Phase • Range input Voltage $99\text{-}264\ \text{V AC}$ • Frequency $50/60\ \text{Hz}$ • Permissible range $47\text{-}63\ \text{Hz}$
2.8	Temperature Range:
	<ul style="list-style-type: none"> • Operating $0\ \dots 50^{\circ}\text{C}$ • Storage $-25\ \dots +70^{\circ}\text{C}$
2.9	Humidity Range : $5\ \dots 90\ \%$ RH, non-condensing
2.1	Certification/International Standards complied with :
	EMC : Emission CE conform, IEC 61326-1, IEC 61000-6-4, IEC 61000-3-2/3,FCC subpart B of part 15 class A
	Immunity : IEC 61326-1; IEC 61000-6-2; IEC 61000-4-2/3/4/5/6/11
	Safety : IEC 61010-1
3	Software Specifications
3.1	General features
	No programming to be necessary to test any application entry of setting parameters to set up & perform a test with failed/passed evaluation
	User interface for application to be standard , similar to that of latest Microsoft windows application

	Future expansions in functionality by means of software updates. Firmware updating to be handled by the software, i.e. exchange of EPROMs is not permitted.
	Mouse support and On-line help
	Automatic generation of test report. All graphics & text to be printable including relay parameters used during testing and assessment of the test result. Capability to export report to word processor program (e.g. MS word)
	All testing to be closed loop
	Test programs based on test modules to be easily generated (test wizard) & serving simultaneously for test template & test report
3.2	General purpose test module
	For direct control of all the functioned of the test and connected amplifier output value to be entered numerically or specified in vector diagram
	Continuous monitoring of up to 10 binary inputs
	Time counter from injection start of voltages and / or current qualities till binary input activated
	Step variation capabilities in voltage, current, angle and frequency
3.2.2	Test module for multifunction relay
	Generation of test sequences (> 100) with for each test sequence, possibility to defined up to 16 voltage and current signals in amplitude 3, angle and frequency and full state control of the binary inputs and outputs.
	Assessment (passed-failed) of each function of the relay under test according to measurement and tolerance conditions
	Overall display of test signals (current and voltage) and up to 10 binary inputs status versus time.
	Prepared to be used with a GPS signal.
3.2.3	Test module for distance relay
	Manual and automatic test in impedance plane and Z/t grading diagram.
	Test module supported : constant current & constant voltage for all fault loop : single phase , two phase and three phase
	Ability to simulate DC offset. Control of angle of fault incidence.
	RIO file format for the transfer of relay setting parameters to be supported
	Impedance characteristics (theoretical with tolerance) to be displayed graphically (both quadrilateral & Mho and any combination)
	Feedback signals: up to 10 binary inputs. Graphical display of contact response vs time.
	Graphical display of waveforms injected to the relay.
	Prepared to be used with a GPS signal.
3.2.4	Test module for frequency, voltage, current and power relay etc.
	Automatic testing
	Generation of up to 5 amps for amplitude. Phase angles frequency of signal, with capability to amps up to two magnitudes simultaneously.
	pick-up and drop out ratio calculation
	Result assessment : passed- failed
	Graphic display of relay pick -up and drop -out vs. time and quantities
	Feedback signals: up to 10 binary inputs.
3.2.5	Test module for differential relays
	Manual and automatic testing
	Selection of 2nd up to 20th harmonic (50Hz) for restraint test.
	Result assessment : passed- failed
	Graphic display of relay characteristics with tolerances
	Feedback signal : up to 10 binary inputs

3.2.6	Modules for transient playback
	IEEE COMTRADE , PL4 (EMTP)
	Synchronization to GPS and other digital timing pulses.
	Voltage and current traces as well as digital signals and relay responses to be displayed graphically
3.2.7	Module for harmonic signals generation
	Easy generation in COMTRADE format of harmonic signals and phase angle for the requested harmonics with respect to the fundamental
	Ability to generate signals containing up to the 50th harmonics (50Hz)
3.2.8	Communication ports of protocols
	The kit should have following Ethernet interfaces
	10/100 Mbit/s (10/100 base -TX, auto-sensing, auto- crossover, RJ 45 connector for CAT 5 twisted pair cable)
	10/100 Mbit/s (10/100 base -FX,OMTR/connector).support for specific substation protocols such as the GOOSE/GSSE messaging according to IEC 61850-8-1 or UCA 2.0
	Note:
1	Laptop with standard features having LPT & COM port, DVD R/W drive other than IBM machine which would further facilitate the usage of the same laptop for testing of Siemens & ALSTOM (MICOM) make relays.
2	Portable Front Panel Control Device is required in addition to laptop for use with the secondary injection test kit so that easy operation for quick verification of test objects is achieved. The device should be portable, hand held, intuitive and easy to use, direct control of output quantities, easy storage & transfer of test results, flexible working positions, Ethernet port for communication, USB port for data storage & transfer.
3	Calibration: the instruments should be calibrated at NABL accredited lab before delivery & calibration certificate should be send with the instrument.
4	Guarantee/warranty : certificate required
5	Instruction manuals required.

SPECIAL TERMS AND CONDITIONS

Sealed tenders in two part bid system i.e. Part-I – Techno-Commercial bid and Part-II - Price bid are invited for Supply, Commissioning and Testing/Demonstration of ONE NO. THREE PHASE SECONDARY INJECTION KIT, as per detailed specifications so as to reach us before the date of opening. The tenders (Part I only) will be opened at 3.30 PM (IST) on 05.10.2012.

Tender should not be addressed to any Individual's name but only by designation to:

**ENGINEER/PURCHASE
BHARAT HEAVY ELECTRICALS LIMITED
(A Govt. of India Undertaking)
Power Sector-Northern Region,
Plot no.25, Sector 16 A, PB NO. 55,
NOIDA –201301 (INDIA)**

The tenderers are advised to submit the bid in conformity with the following: -

1. Offer should be submitted in two part bid system as under;

1.1 Part - I Techno-Commercial bid. It should include the following: -

- i) Technical specifications along with necessary catalogues, drawings, and technical literatures for the offered **THREE PHASE SECONDARY INJECTION KIT** in line with the technical specifications enclosed with this tender.
- ii) Documentary evidence of **THREE PHASE SECONDARY INJECTION KIT** manufactured /supplied and their performance report.
- iii) Details of service facilities available in India for 'After Sales Service'.
- iv) Acceptance to technical specifications & commercial terms and conditions.
- v) **Normally no deviations are allowed (Techno-Commercial). However, If there are any deviations, the same should be clearly specified.** Deviation, if any, will be subject to suitable loading by BHEL and for which BHEL's decision shall be final and binding.
- vi) In case of foreign bidder offer, the Principal's technical offer only should be enclosed, and the price should be on F.O.R. However BHEL reserves the right for placing the order ON CIF or ON F.O.R.
- vii) Prices quoted in foreign currencies shall be evaluated in INR values; conversion shall be based on the foreign exchange rates of SBI as on the date of Part-I bid opening.
- viii) Commercial:-
This part shall include / indicate the following:
 - a) Station of dispatch
 - b) Terms of Payment
 - c) Taxes & duties applicable
 - d) Delivery Schedule
 - e) Offer Validity

A copy of "Un-Priced Rate Schedule, Annexure-IIA or Annexure-IIB

1.2 Part II (Price bid) :-

- i) As per Rate Schedule format enclosed.
- ii) The bidders should fully understand scope of supply and their responsibilities under the tender specifications before quoting. **The bidders are required to quote for all the items as per technical specifications & rate schedule, in part-II price bid. Conditional price bid or price bid with any deviation are liable to be rejected.** No cutting / erasing /overwriting shall be done in the price bid.

2. Following should be super scribed on the envelopes of the two parts of the Bid.

Part I: Techno-Commercial Bid:-

Tender for:

Tender No.:

Due on:

Part II (Price bid)

Tender for:

Tender No.:

2. Both Part I and Part II should be individually sealed and super scribed as indicated above and shall be enclosed in one main envelope duly sealed and super scribed as:

Tender for:

Tender No.:

Due on:

Containing Part I and Part II of the offer.

3. The tenders should be sent sufficiently in advance so as to reach before the due date and time. BHEL shall not be responsible in case of delay in receipt of tenders.

4. TAXES AND DUTIES

4A) Price quoted should be inclusive of all the applicable charges, Taxes and Duties. However rates of Sales Tax, Excise Duty & other statutory levies should be indicated separately if applicable. Variation in Excise Duty, Sales Tax/ Vat or any other statutory levies during contractual delivery period shall be to BHEL's account. BHEL shall issue ROAD PERMITS, wherever applicable, to the supplier. Any other govt. levies as per actuals shall be reimbursed by BHEL on submission of relevant documentary proof by supplier.

4B) Excise duty incurred by seller/contractor on items against the dispatch constituting a sale under the order alone shall be reimbursed at actuals against requisite documentary evidence. The invoice cum excise duty gate pass (excise invoice) should contain the name of ultimate consignee as specified in the order. Hence CENVAT benefit during evaluation of price shall be considered in the following cases where

4B1) Invoice issued by Manufacturer / first stage dealer and second stage dealer as per the provision of Rule 11 of Central Excise Rules, is also declared as duty paying document for the purpose of allowing CENVAT credit under rule 9 of CENVAT Credit Rules, 2004. It is noted that Invoice issued by registered dealer shall be prepared in triplicate and indicate at the top of the Invoice in bold capital letters as "First Stage Dealer" or "Second Stage Dealer".

4B2) In case goods are purchased through a dealer but these are dispatched by supplier manufacturer directly to the factory of buyer. In such case, CENVAT is available to buyer if invoice is in name of dealer but name of buyer is shown as consignee. This termed as Transit Invoice where Invoice is in name of dealer with name of buyer-manufacturer as consignee.

4B3) In case goods are dispatched from the godown of First stage dealer or second stage dealer. The credit of duty on inputs or capital goods purchased from first stage dealer or second stage dealer shall be allowed only if the said dealer has maintained records indicating the fact that the inputs or capital goods were supplied from the stock on which duty was paid by manufacturer of such goods and only an amount of such duty has been indicated in the invoice issued by him. (Ref.: Circular No. 689/5/2003-CX dated 14.01.2003).

4B4) In case supplier fails to submit the requisite and appropriate CENVATABLE invoice in favor of BHEL with CENVAT credit equal to the amount offered by them in their quote , the same shall not be payable.

Quoted rates shall remain firm except for variation in Duties / Taxes as mentioned at serial no. 4A) above.

5. Inspection, Testing & Commissioning : -

The supplier shall offer the **THREE PHASE SECONDARY INJECTION KIT** for inspection demo at works (Pre-dispatch Inspection) as per international norms. Inspection shall be carried out in presence of BHEL engineers or its nominated representative. Expenses towards Travelling / Boarding and Lodging shall be to BHEL Account. However all testing arrangements shall be to supplier. Supplier has to intimate (at least 10 days in prior and in writing) for inspection of above material at their works. However if there is any delay in inspection by BHEL, the same will be on BHEL's account. BHEL reserves the right to opt for Inspection on receipt at destination.

6. The tenderers shall also provide free visits of their service engineer from manufacturer's works / service centers for attending the faults during the warranty period in case of any complaint by the end user.

7. Manufacturing Test certificates for the above items shall be provided with dispatch.

8. The delivery required is within Eight Weeks from date of P.O. However, tenderers should indicate the best possible delivery period.

9. Offers should be valid for a period of 90 days from the date of Techno-Commercial bid (Part-I) opening.

10. Service support of the equipment under purchase is of utmost concern. Tenderers shall elaborate on the service network and spare parts availability, which are to be ensured to maintain the equipment after initial commissioning and completion of warranty period. In case service/spare parts facilities are not available in India, tenderers shall indicate the maximum possible time in making such services available from places outside India.

11. The equipment being offered should be of robust design and suitable for operations in Indian climatic conditions such as saline atmosphere, ambient temperature up to 50 degrees Centigrade. The electrical and controls should be tropicalized to withstand such climatic conditions.

12. **Payment Terms:** Tenderer shall adhere to the following payment terms:-

a) 80% of Ex-Works value of **THREE PHASE SECONDARY INJECTION KIT** with 100% taxes, duties, freight, packing & forwarding and freight & insurance against dispatch of material.

b) 10% of Ex-Works value of **THREE PHASE SECONDARY INJECTION KIT** within 30 days of receipt & acceptance of the material at destination.

c) 10% of supply value along with commissioning charges if claim separately shall be released after successful commissioning of above item & submission of all final documents including warranty cards, Test certificates, as applicable, calibration certificate, commissioning certificate issued by BHEL and PBG as per clause 13 of STC.

A bank guarantee equal to 10% of the order value valid up to 12 months from the date of commissioning or 18 months from date of supply, whichever is earlier shall be submitted at the time of claiming 10% final payment as per SI no. C above.

The set of dispatch documents for 90% payment shall be as follows:-

- 1) **Original tax Invoices**
- 2) **Original copy of Packing List**
- 3) **Warranty Certificate for the goods**
- 4) **Catalogue of model supplied**
- 5) **Certificate confirming, "Goods supplied are new".**
- 6) **Certificate of "Country of Origin" in case of foreign supplier.**

NOTES:-

- (i) Tenderers are required to specifically confirm acceptance of these payment terms in their techno-commercial offer.
- (ii) **No advance shall be paid.**

13. Warranty:

The THREE PHASE SECONDARY INJECTION KIT offered shall carry a warranty for a period of 12 months from the date of commissioning or 18 months from date of dispatch of THREE PHASE SECONDARY INJECTION KIT at site whichever is early.

Rectification / replacement required during the warranty period will be arranged by the supplier free of cost including to and fro transport charges and import duty/excise duty/other taxes/insurance etc payable on replacement items.

Supplier to submit the Performance Bank Guarantee (PBG) equivalent to 10% of P.O value which shall be valid up to 12 months from the date of commissioning or 18 months from date of supply whichever is earlier

14. On acceptance of techno-commercial and price bids, BHEL reserves the right to conclude the contract either on Ex- works or FOR site basis at its sole discretion. However bidder to submit Prices on FOR site basis.
15. All sheets of the offer should be duly signed and stamped by the tenderers.
16. No enhancement of Price, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.
17. The quantity of item to be purchased may vary according to actual requirement at the time of placement of order.
18. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
19. All lubricants / consumables (except fuel), if required for successful commissioning of the THREE PHASE RELAY INJECTION KIT shall be supplied along with the supplies.
20. In case of any contradiction between General Terms & Conditions (GTC) and Special Terms & Conditions of Contract (STC), the latter shall prevail.

ENGINEER/PURCHASE

GENERAL TERMS & CONDITIONS

1. Manufacturer's name, their trade mark and brand, if any should invariably be mentioned in the tender and illustrative leaflets in duplicate giving technical particulars etc. should be attached to the tender, to facilitate consideration of the offer.
2. Materials should be of best quality and correct to specifications, relevant DIN/ISO/ANSI standard or any other equivalent INTERNATIONAL standard specification.
3. Correct date of affecting supplies in the event of an order from this office should be recorded in the tender.
4. Please note that our terms of payment are as per **clause 12** of "**SPECIAL TERMS AND CONDITIONS**" (enclosed).

No advance shall be paid.

In case of payment through, Bank all incidental charges will be to the Beneficiary's account.

5. Bharat Heavy Electricals Limited does not bind itself to accept the lowest tender, but reserves to itself the right to accept or reject all or part of any tender at its discretion.
6. No enhancement of rate, whatsoever the cause, will be allowed once the offer is accepted and the order is placed. Withdrawal of the offer after it is accepted or failure to make the supply within the schedule period will entail cancellation of purchase order and purchase at the risk and cost of supplier.
7. The quantities of each item to be purchased may vary according to actual requirement at the time of placement of order.
8. Supply against orders will be subject to the General Conditions of Contract prevailing in Bharat **Heavy Electricals Limited**.
9. Where Sales Tax is payable extra it will only be paid if registration numbers both under local sales tax/VAT and Central Sales Tax are specifically mentioned on the invoice. Tenderers should invariably quote their sales tax Registration No. in the offer.
10. **Liquidated Damages:** It is clearly understood between the parties to the contract that the delivery of the goods specified in the purchase order should be made within the time limit prescribed. Where the seller supplies or dispatches the goods beyond the delivery period specified, the purchaser will have no obligation to accept the goods. If accepted, liquidated damages at the rate of ½% (half percent) of the value of goods in arrears per week subject to a maximum of 10% (ten percent) of order value, will be levied at the discretion of the purchaser, without prejudice to any other relief or compensation due to the purchaser under any other condition to the contract.
11. **Risk Purchase:-** Alternatively, the purchaser at his option, will be entitled to terminate the contract and to purchase elsewhere at the risk and cost of the seller either the whole or any part of the goods which the supplier fails to deliver or dispatch within the time stipulated as aforesaid, or if the same were not available, the best and the nearest available substitute therefore. The seller shall be liable for any loss, which the purchaser may sustain by reason of such risk purchase in addition to L.D. at the rate mentioned in clause 10 above.
12. **Inspection:** All goods and work are subject to our inspection either at manufacture's works or after delivery as may be agreed. The decision of BHEL shall be final. Rejected goods will be returned to the supplier at his cost including freight on original shipment. The tenderers shall also offer load test/over load test of the crane at manufacturer's works in presence of engineers from BHEL. Load test shall also be carried out with available load at site as per load chart of the crane.
13. **Insurance:** - Wherever specifically agreed to, the supplier will insure at his cost the goods for all transit risks.

TENDER ENQUIRY NO: BHEL/PSNR/SCP/RSG/E-2343 DATED 14.09.2012

In all other cases, supplier must furnish particulars of despatch i.e. station of despatch and destination, name of the goods, number of cases and their weights, value of the goods including all taxes, duties, levies and freight etc. for each consignment immediately after the despatch of goods. Failure to do this will make the supplier responsible for making good any loss which might have otherwise been recovered from insurers.

Note: However, the supplier shall still remain responsible for defective parts or short supply and defective packing.

14. **Metric System**:- Suppliers are requested to give metric measurements while quoting.
15. **Arbitration** : All disputes between the parties to the contract arising out of or in relation to the contract, other than those for which the decision of the Engineer or any other person is by the contract expressed to be final and conclusive, shall after written notice by either party to the contract to the other party, be referred to sole arbitration of the General Manager or his nominee. The arbitration shall be conducted in accordance with the provisions of the Arbitration and Reconciliation Act, 1996 The place of Arbitration shall be New Delhi(India).
16. Any suites in respect of this contract shall have the jurisdiction of the courts of New Delhi (India) only.

ENGG/PURCHASE

Formats for execution of Performance Bank Guarantees:

Note:- The Bank Guarantee bonds (BG) are to be submitted on non-judicial stamp paper of Rs. 100/- and should be only from any one of the below mentioned Banks, (1.State Bank of India, 2.State Bank of Hyderabad, 3.State Bank of Travancore, 4.State Bank of Mysore, 5.Canara Bank, 6.Bank of Baroda, 7.Punjab National Bank, 8.Deutsche Bank, 9.HDFC Bank, 10.Standard Chartered Bank, 11.Citi Bank, 12.Standard Chartered Grindlays Bank & 13.Bank of America)OR mutually agreed at the time of establishing the PBG

PERFORMANCE BANK GUARANTEE

- 1 In accordance of M/s Bharat Heavy Electricals Limited (A Government of India undertaking, a Company incorporated under the Companies Act 1956 having its Registered Office at 'BHEL House", SIRI Fort, New Delhi 110 049) through its Division namely Power Sector Northern Region (PSNR) located at Noida, Uttar Pradesh-201301 (hereinafter called "the Company") having entered into a contract with hereinafter called "the said contractor" which term includes 'suppliers' for the purpose of this Bond and under the terms and conditions of the Contract No: dated between BHEL-PSNR, Noida and as per the contract, the contractor/supplier is to furnish a Performance Bank Guarantee for Rsfor the due performance of the equipment to be supplied under the above referred contract and for the fulfillment of all the terms and conditions of the contract. We.....(indicate the name of the Bank) (herein after referred to as the Bank) at the request of (contractor(s)) do hereby undertake to pay the Company an amount not exceeding Rs..... against any loss or damage caused to or suffered or would be caused to or suffered by the Company by reason of any breach by the said contractor (s) of any of the terms and conditions contained in the said agreement.
2. We (indicate the name of the Bank with full address), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or by the reason of the contractor(s) 'failure to perform' the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs
3. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment there under and the Contractor (s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claim satisfied or discharged or till Office/Department/Division of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

6. (i) Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.

(ii) For the purpose of this clause, any letter making demand on the Bank by M/s BHEL will be dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim/demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the Bank personally.

6. We (indicate the name of the Bank), further agree with the Company that the Company shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time of from time to time any of the powers exercisable by the Company against the said Contractor (s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by any reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act or omission on the part of the Company or any indulgence by the Company to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating would, but for this provision, have effect of not so relieving us.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

8. It shall not be necessary for the Company to proceed against the contractor before proceeding against the guarantor-Bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the Company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealized.

9. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Delhi.

10. The guarantor hereby declare that it has power to execute this guarantee and the executants has full powers to do so on its behalf under the proper authority granted to him/them by the guarantor

We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing.

In witness whereof we (indicate the name of Bank) have Here unto set out Bank Seal the Day month 200.

**ANNEXURE-IIA (FOR OFFERS FROM INDIAN SUPPLIER)
RATE SCHEDULE**

Sl.No.	DESCRIPTION	PRICE IN INR
1.	TOTAL PRICE FOR SUPPLY (INCLUDING ALL MANDATARY SPARES AND VALID CALIBRATION CERTIFICATE) AND COMMISSIONING OF 1 (ONE) NUMBER THREE PHASE SECONDARY INJECTION KIT . AS PER DETAILED SPECIFICATIONS (ANNEXURE-I) ENCLOSED WITH TENDER ENQUIRY.	
2.	PACKING AND FORWARDING CHARGES	
3.	EXCISE DUTY (IF APPLICABLE AS PER CL 4 OF STC)	
4.	ST/VAT WITHOUT C FORM	
5.	TRANSPORTATION / FREIGHT CHARGES & INSURANCE CHARGES FROM MANUFACTURER WORK PLACE TO BHEL OFFICE, AS PER BELOW. TSX/BHEL-PSNR NOIDA,U.P (INDIA)	
6.	TOTAL TENTATIVE ORDER VALUE	
7.	CENVAT CREDIT BENEFIT TO BHEL (AS PER CL 4 OF STC)	
8.	NET COST TO BHEL AFTER CONSIDERING CENVAT CREDIT (SL. NO. 6 – SL. NO.- 7)	
9.	WARRANTY/GUARANTEE	AS PER TENDER
10.	PAYMENT TERMS	AS PER TENDER
11.	DELIVERY PERIOD	AS PER TENDER
12.	VALIDITY OF PERIOD	AS PER TENDER
13.	ANY OTHER INFORMATION	

NOTES:

- Tenders will be evaluated based on the prices quoted upto FOR Site.** Bidders are requested to quote for each and every item from 1 to 6 as indicated above. Please indicate NIL against items not applicable.
- Incomplete offer received may not be considered.
- The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
- In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
- Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
- Any other charges, if not specified above, may also be indicated.

(Signature and Seal of Tenderer)

**ANNEXURE-IIB (FOR OFFERS FROM FOREIGN SUPPLIER)
RATE SCHEDULE**

Sl.No.	DESCRIPTION	PRICE IN FOREIGN CURRENCY (REFER BELOW CLAUSE NO.-7)	PRICE IN INR
1.	TOTAL PRICE FOR SUPPLY (INCLUDING ALL MANDATARY SPARES AND VALID CALIBRATION CERTIFICATE) AND COMMISSIONING OF 1 (ONE) NUMBER THREE PHASE SECONDARY INJECTION KIT . AS PER DETAILED SPECIFICATIONS (ANNEXURE-I) ENCLOSED WITH TENDER ENQUIRY.		
2.	PACKING AND FORWARDING CHARGES		
3.	EX WORKS PRICE		
4.	SHIPPING (OCEAN) FREIGHT INCLUSIVE OF TRANSIT INSURANCE UP TO THE PORT IN INDIA		
5.	CIF PRICE		
6.	EXPENCES TOWARDS CUSTOM DUTY, COUNTER VEILING DUTY, CUSTOM CLEARANCE, PORT HANDLING & DOCUMENTATION CHARGES ETC.		
7.	TRANSPORTATION / FREIGHT CHARGES & INSURANCE CHARGES FROM PORT IN INDIA TO PLACE TO BHEL OFFICE, AS PER BELOW. TSX/BHEL-PSNR NOIDA,U.P (INDIA)		
8.	TOTAL COST TO BHEL.		
9.	WARRANTY/GUARANTEE	AS PER TENDER	
9.	PAYMENT TERMS	AS PER TENDER	
10.	DELIVERY PERIOD	AS PER TENDER	
11.	VALIDITY OF PERIOD	AS PER TENDER	
12.	ANY OTHER INFORMATION		

NOTES:

- 1. Tenders will be evaluated based on the prices quoted upto FOR Site.** Bidders are requested to quote for each and every item from 1 to 6 as indicated above. Please indicate NIL against items not applicable.
- Incomplete offer received may not be considered.
- The Rate shall be entered in figures as well as in words. In case of difference in rates between words and figures THE LESSER OF THE TWO will be treated as valid rate.
- In case of omission in quoting any rate, the evaluation will be done considering the highest quoted rate obtained against that item but the order, if placed, will be on the lowest quoted rate obtained against that item.
- Bidders are requested to arrange the transporter and dispatch the goods on our behalf on freight (Including transit insurance) pre-paid basis. Goods to reach at destination within reasonable time say 10 days.
- Any other charges, if not specified above, may also be indicated.
- Prices quoted in foreign currencies shall be evaluated in INR values; conversion shall be based on the foreign exchange rates of SBI as on the date of Part-I bid opening.
- Order shall be placed on CIF or on F.O.R. basis.

(Signature and Seal of Tenderer)

NON DISCLOSURE AGREEMENT
Memorandum of understanding

BHEL PSNR is committed to Information Security Management System as per Information Security Policy.

M/s _____, providing _____ services to BHEL PSNR, Noida hereby undertake to comply with the following in line with Information Security Policy of BHEL PSNR:

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSNR.

M/S BHEL, PSNR

M/S -----

ENGINEER/PURCHASE

ANNEXURE-III

FORMAT FOR E-PAYMENT DETAILS: - BHEL-PSNR-NOIDA

(To be given in letterhead along with a copy of cancelled cheque/ certification from bank)

Beneficiary Name :

Bank Name & Branch :

MICR Code (9 Digits) :

IFSC CODE (For NEFT) :

Beneficiary Account No. :

Beneficiary E-mail ID
(For payment confirmation) :