



BHARAT HEAVY ELECTRICALS LIMITED
CORPORATE RESEARCH & DEVELOPMENT DIVISION
VIKASNAGAR, HYDERABAD - 500 093, INDIA

PHONES:23774494 (EXT:9804)
FAX : 91 40 23770698

RD:DP:MPX:F-04

Ref: 792400951

ENQUIRY

Date 07-12-2024

Enquiry for **10 kVA Online UPS with Battery Unit and Battery Rack**

Enquiry No:792400951 Enquiry Date : 07-12-2024 Due Date: 21-12-2024 Indicative Delivery Date : 15-03-2025

| Sl.No | Item Description | Unit | Qty |
|-------|---|------|-----|
| 1 | 10 kVA Online UPS with battery rack and accessories | NO | 2 |
| 2 | Battery unit to provide back up time of 1 hour | SET | 2 |
| 3 | Installation and commissioning charges | NO | 2 |

Please submit your offer before due date and time as indicated in tender.

| Sl.No | Description | Document Ref. |
|-------|--|---------------|
| 01 | Enquiry, PQC, General Terms & Conditions, Commercial Terms & Conditions etc. | Volume - 1 |
| 02 | Technical specifications, Scope of Supply etc. | Volume - 2 |

Kummari Madhu
Dy Manager
madhuk@bhel.in



ENQUIRY & QUALIFYING CRITERIA

Volume - 1
Enquiry No
792400951

10 kVA Online UPS with Battery Unit and Battery Rack

| | | |
|---|--|---|
| 1 | Tendor inviting officer / Authority, Designation and Address | Additional General Manager(MM) BHEL R & D, Vikas Nagar (Near Balanagar), Hyderabad -500093 |
| 2 | Item Description - Qty | 1) 10 kVA Online UPS with battery rack and accessories - 2 NO 2) Battery unit to provide back up time of 1 hour - 2 SET 3) Installation and commissioning charges - 2 NO |
| 3 | Enquiry Reference no. | 792400951 |
| 4 | Indicative Delivery Date | 15-03-2025 |
| 5 | Due date, Time and place for submission of tender | 21-12-2024 upto 12 noon. Sealed Quotations shall be addressed to Additional General Manager(MM), BHEL R & D Division, Vikas Nagar (Near Balanagar), Hyderabad AP,India Pin - 500 093 Quotations can also be deposited in the Tender box located at Security Gate of BHEL R & D BHEL shall not be responsible for any postal/courier delay. |
| 6 | Place, Date and time of Tech.Bid opening | Tender Opening Cell (Sangam) BHEL R & D Office. 21-12-2024, 2 PM |
| 7 | Mode of Submission of Tender | <p>Please submit your offer in one common sealed cover containing two parts in separate sealed covers as detailed below.</p> <p>1) First Cover shall contain:</p> <ul style="list-style-type: none">a. Signed General Terms & Conditions (GTC)b. Filled and Signed Commercial Terms & Conditions (CTC)c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)d. Signed commercial bide. Copy of Price-bid with price(s) cells blank (un-priced price bid)as per annexure <p>2) Second cover shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure.</p> <p>If the price bid was found later to be different from the unpriced pricebid format in any way, the offer will be rejected summarily. The rates shall be quoted both in figures and in words.</p> <p>The offers can also be submitted through e-mail and have to be sent in PDF format (files with PDF extension only). Files having extensions other than PDF like RAR, EXE,JPEG etc. and with external links will not be considered. They have to be sent to e-mail id: 'rnd-eoffers@bhel.in' only. Copies should not be marked to anyone. If the offers are marked to anyone other than to eoffers, their offer will not be considered.</p> <p>The e-mail offers should have two attachments.</p> <p>1) One attachment shall contain</p> |

| | |
|--|--|
| | <p>a. Signed General Terms & Conditions (GTC)</p> <p>b. Filled and Signed Commercial Terms & Conditions (CTC)</p> <p>c. Filled and Signed Vendor Specifications against BHEL Specifications (Item wise)</p> <p>d. Signed commercial bid</p> <p>e. Copy of Price-bid with price(s) cells blank (un-priced price bid), as per annexure</p> <p>2) Second attachment shall contain Price Bid Containing Price quotes, applicable taxes, installation and/or commissioning charges shall be spelt out clearly taking into account total charges rather than quoting vaguely such as charges per man-day or charges per engineer per day etc as per annexure.</p> <p>The subject of the e-mail should contain Enquiry No, Enquiry Date and Due date.</p> |
|--|--|



PRE QUALIFYING CRITERIA(PQC)

Volume - 1
Enquiry No
792400951

10 kVA Online UPS with Battery Unit and Battery Rack

| SL.No. | Clause | BHEL REQUIREMENT | SUPPLIERS REMARKS | ACCEPTANCE / |
|--------|----------------------------------|--|-------------------|--------------|
| 1 | Pre Qualification criteria | Bidder shall submit atleast one Purchase Order copy for minimum 5 kVA UPS rating, which should be within last 5 years from the date of this enquiry | | |
| 2 | | | | |
| 3 | | | | |
| 4 | | | | |
| | Relaxation of Norms for Startups | The condition of Prior Turnover and prior experience is relaxed for all startups whether Micro & Small Enterprises(MSEs) or otherwise subject to meeting of quality and technical specifications in accordance with the relevant provision of GFR,2005 and other DOE-PPD notifications for relaxation norms for startups issued from time to time. | | |

Signature of the bidder with Seal & Date



GENERAL TERMS & CONDITIONS (GTC)

Volume - 1
Enquiry No
792400951

10 kVA Online UPS with Battery Unit and Battery Rack

| SL.No. | Clause | BHEL REQUIREMENT |
|--------|---------------------|--|
| 1 | Preferences to MSEs | <p>The bidder may also be a Micro and Small Enterprises (MSE) vendor registered as per MSE act. As per the public procurement policy notified by the Central government.</p> <p>25% of the tendered quantity is earmarked for MSE suppliers in this tender. Out of the 25% tendered quantity reserved for MSE suppliers, 6.25% shall be earmarked for procurement from MSE owned by SC / ST entrepreneurs. Also 3% shall be earmarked for procurement from MSE owned by women.</p> <p>The definition of MSEs owned by women Entrepreneurs is clarified as under:</p> <ul style="list-style-type: none">i. In case of proprietary MSE, Proprietor shall be womanii. In case of partnership MSE, the women partners shall be holding at least 51% share in the unit.iii. In case of private limited companies, at least 51% shall be held by Women Promoters. <p>(Such enterprise will have to submit relevant document for proof of women ownership during offer submission)</p> <p>In case MSE vendor participating in the tender quotes within the price band of L1 + 15%, they will be allowed to supply the portion of the requirement subject to acceptance of L1 price by MSE vendor. In case of more than one such MSE, the supply shall be shared proportionately.</p> <p>"MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM, II) or valid NSIC certificate or EM II certificate with due validity or Udyog Aadhar Number along with attested copy of a CA certificate (where deemed validity of EM II certificate of five years has expired) applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the date of bid opening (Part 1 in case of two part bid).</p> <p>Non submission of such documents will lead to consideration of their bid at par with other bidders. In case any improper / lack of documents is there vendor on their own interest may submit all the relevant documents as stated above, before tender opening.</p> <p>No benefit shall be applicable for this enquiry if any deficiencies in the above required documents are not submitted before tender opening.</p> <p>Documents should be notarized or attested by a Gazetted officer for consideration of MSE certificate. "</p> <p>Such Micro/Small Enterprises registered vendors must state the sub-category to which they belong and submit documentary proof for the same.</p> <p>The sub-categories:</p> <ul style="list-style-type: none">(a) Enterprises owned by Scheduled Castes.(b) Enterprises owned by Scheduled Tribes.(c) Enterprises owned by other than above two categories <p>The enterprises under (a) & (b) means the proprietor in case of single owned firm and all partners in case of partnership firm and all directors in case of private/public limited must belong to SC/ST category (Such</p> |

| | | |
|---|-----------------------------|--|
| | | <p>enterprise will have to submit relevant document for proof of SC/ST category during offer submission) (Note: vendor need to go through General note Of tender condition also for any special instruction & deviation from above.)</p> <p>If more than one valid MSE supplier stands with in rage of L1+15% range, 25% of quantity will be shared till quantity split is feasible & rest of 25% will be awarded to lowest quote of valid MSE supplier.</p> |
| 2 | Preference to Make in India | <p>For this procurement, the local content to categorize a supplier as a Class 1 Local supplier / Class II Local supplier/ Non-Local supplier and purchase preference to Class 1 Local supplier, is as defined in Public Procurement (preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT.</p> <p>In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT</p> |
| 3 | Details required with offer | <p>Following documents to be submitted by Bidders along with offer:</p> <ol style="list-style-type: none"> PAN Number GSTIN Registration Status Name of the Contact Person Contact Phone / Mobile Email id for correspondence Address with PIN code and State |
| 4 | GST Clause | <ol style="list-style-type: none"> Taxes and duties to be governed by GST acts. Strict adherence to new provisions by the vendors like timely submission of invoices, tax payment, filing of returns-GSTR-I etc. will form base of new regime for release of payment from BHEL. Hence, any financial loss occurred due to non-compliance of the GST provisions would be endured at defaulter's end. In case GST credit is delayed/ denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of time line prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from vendor along with interest levied/leviable on BHEL. 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 shall be recoverable from vendor/contractor along with interest levied/leviable on BHEL. Vendor to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement Supply of goods and services or both. d) Taxes and duties prevalent on the contractual delivery date or the actual delivery date (in case of delay) whichever is lower shall be applicable paid. Composition Scheme to be addressed. Vendor shall note that the Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services or both wherever applicable. Invoice should mention GSTIN of BHEL R&D as mentioned in PO/LO Corporate R&D GST Registration numbers: GST compliant invoice shall mention the GST registration number of Corporate R&D: 36AAACB4146P1ZG Supplier shall mention their GSTN registration number in all their invoices and invoices shall be in the format as specified/prescribed under GST laws. Invoices shall necessarily contain Invoice number (in case of multiple numbering system is being followed for billing like SAP invoice no, commercial invoice no etc., then the Invoice No which is linked/uploaded in GSTN network shall be clearly indicated), item description as per PO, Quantity, Rate, Value, applicable taxes with nomenclature (like IGST, SGST, CGST & UTGST) separately, HSN/ SAC Code, etc. A declaration to the effect that all tax liability as per GST rules and regulations shall be discharged. |

| | | |
|---|---|--|
| | | <p>9) Wherever E-invoice is applicable, the tax invoice/CN/DN submitted by the vendor must contain the QR code generated in E-invoice portal & IRN</p> <p>10) Vendor shall inform HSN/SAC code and the breakup of the applicable tariff/taxes (CGST/SGST/IGST/UGST) based on from and to locations with individual components in part 1 bid.</p> |
| 5 | Cartelization clause | The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines. |
| 6 | Force Majeure clause | If at any time during the continuance of the contract the performance in whole or in part by either party of any obligations under the contract is prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) and notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof then neither party shall by reason of such events be entitled to terminate the contract. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason of occurrence of such events, then claims for extension of time shall be granted for period considered reasonable by the purchaser subject to prompt notification by the seller to the purchaser the particulars of the events, if required with supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries |
| 7 | Firm Prices | The prices shall be firm for entire period of contract. |
| 8 | Restrictions under rule 144 (xi) of the GFR | Submit the Annexure (provided along with enquiry documents) in your company letter head |
| 9 | Conflict of Interest among Bidders/ Agents | <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they have controlling partner (s) in common; or</p> <p>b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or</p> <p>c) they have the same legal representative/agent for purposes of this bid; or</p> <p>d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or</p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or</p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <p>1. The principal manufacturer directly or through one Indian agent on his behalf; and</p> <p>2. Indian/foreign agent on behalf of only one principal, or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or</p> <p>h) In case of a holding company having more than one independently</p> |

| | | |
|----|--|---|
| | | manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. |
| 10 | BREACH OF CONTRACT, REMEDIES AND TERMINATION | <p>In case of breach of contract, BHEL reserve the right to terminate the Purchase Order/ Contract either in whole or in part thereof without compensation to the vendor.</p> <p>In case of Breach of Contract, BHEL shall recover 10% amount of the contract value from the vendor in following manners:</p> <p>(i) Forfeiture/ encashment of Security instruments (Performance security, EMD etc.) available against the said contract.</p> <p>(ii) In case the value of security instruments available is less than 10% of the contract value, the balance amount shall be recovered from other financial remedies (i.e. available bills of the vendor, retention amount etc. with BHEL R & D or any other units of BHEL.</p> <p>(iii) Demand notice for deposit of balance recovery amount shall sent to the vendor, if security instruments or financial remedies are insufficient to affect the complete recovery.</p> <p>(iv) In case recovery is not possible from security instruments or from financial remedies mentioned above, legal remedies shall be pursued.</p> <p>This is without prejudice to any other action as may be deemed fit by BHEL. BHEL reserve right to recover damages on account of levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc as per provisions of the contract.</p> |
| 11 | LAWS GOVERNING THE CONTRACT | The Order/Contract shall be exacted and governed by the laws of India and the Court at Hyderabad alone shall have jurisdiction in respect of any matter arising under or in connection with the Order/Contract. |
| 12 | CONCILIATION CLAUSE FOR CONDUCTING CONCILIATION PROCEEDINGS UNDER THE BHEL CONCILIATION CLAUSE | <p>The Parties agree that if at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which terms shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, effect, interpretation or breach of the agreement, contract or the Memorandum of Understanding, penalty deduction, time extension), 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 to be appointed by competent authority of BHEL from the BHEL Panel of Conciliators.</p> <p>The proceedings of Conciliation shall broadly be governed by Part III of the Arbitration and Conciliation Act 1996 or any statutory modification thereof and as provided in Procedure in BHEL Conciliation scheme.</p> |
| 13 | ARBITRATION (WITH SOLE ARBITRATOR) | <p>Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach, termination, penalty deduction, validity or execution of the Contract; time extension, 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, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration. Sole arbitrator to be appointed by Head of Unit-BHEL R & D.</p> <p>The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties.</p> <p>Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause, the seat of arbitration shall be at Hyderabad.</p> |

| | | |
|----|----------------------------------|--|
| | | <p>The cost of arbitration shall be borne as per the award of the Arbitrator. Subject to the arbitration in terms of Clause above, the Courts at Hyderabad, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.</p> <p>Notwithstanding the existence or any dispute or differences and/or references 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</p> |
| 14 | Late Tenders | Tenders received after due date/time(12:00hrs) will not be considered |
| 15 | Discrepancy in words and figures | <p>(a) 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.</p> <p>(b) 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</p> <p>(c). 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 (a) and (b) above.</p> <p>(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto 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.</p> |
| 16 | Two Part bid clarifications | In the case of Two-part bid, the vendor should furnish technical and commercial clarifications, if any, within stipulated time mentioned, failing which, it will be construed that the vendor is not interested in the tender and BHEL shall not consider the offer for further evaluation. |
| 17 | Price Impacts | In the event of any bidder, after finalizing the technical specifications and scope of supply, opting to revise their original bid, they have to submit the Price-Impact only. The Original price bid along with Price-Impact bid shall be opened during price bid opening. Unsolicited price impacts will not be considered. |
| 18 | Price bid evaluation | All offers in price bid opening or reverse auction shall be evaluated in Indian currency based on unit price, packing & forwarding, taxes/duties, freight charges if any, exchange rate. Loading due to non-acceptance of our standard commercial terms will be evaluated as per the LOADING FACTORS form as enclosed along with the enquiry.The exchange rate declared by State Bank of India under TT Selling rate on the technical bid open date shall be adopted for evaluating foreign currency bids. |
| 19 | Packing | The supplier shall be responsible for the goods being properly and adequately packed so as to prevent any loss, damage or deterioration during transit. |
| 20 | Withdrawal | In case the supplier withdraws their offer before placement of order, BHEL reserves the right not to send next enquiry(ies). In case the supplier withdraws the quotation after its acceptance by BHEL or fails to supply the goods as per the terms and conditions of contract, or at any time repudiated the contract wholly or in part, BHEL shall be at liberty to cancel the Purchase Order and to recover from the supplier the extra cost and other loss,incidentals due to the breach of contract on the part of the supplier through risk purchase. |
| 21 | Banned List | The offers of the bidders who are in the banned list and the offers of the bidders who engage the services of the banned firms, shall be rejected.The |

| | | |
|----|-------------------------|--|
| | | list of banned firms is available on BHEL website www.bhel.com . Guidelines for suspension of business dealings with suppliers/contractors are available on www.bhel.com under supplier registration page |
| 22 | Over All L1 | Order will be placed on overall L1 basis. Vendors should quote for all items, otherwise the offer will be rejected. |
| 23 | Additional Information | Suppliers are requested to visit our web site regularly for any updates and additional information, "All corrigenda, addenda, amendments, time extensions clarifications, etc. to the tender will be hosted on BHEL website only". The corrigendum will not be published in news paper. |
| 24 | Fraud Prevention Policy | The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice. |
| 25 | Signing & Stamping | Documents of BHEL's all Terms and conditions submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder |

Documents submitted with the offer shall be signed and stamped in each page of authorized representative of the bidder

Read and agreed for all the above general terms and conditions

Signature of the bidder with Seal & Date



COMMERCIAL TERMS & CONDITIONS (CTC)

Volume - 1
Enquiry No
792400951

10 kVA Online UPS with Battery Unit and Battery Rack

| SL.No. | Clause | BHEL REQUIREMENT | SUPPLIERS REMARKS | ACCEPTANCE / |
|--------|-------------------|---|-------------------|--------------|
| 1 | Validity of Offer | 90 days from date of techno-commercial bid opening. | | |

Note : All the clauses of the above format should be filled and submitted with the Techno Commercial Bid (Part-1). The filled in BHEL Commercial terms & Conditions format submitted with technical bid, responding to all the clauses duly signed with seal **only shall be considered**. Any other Commercial terms & conditions of bidders entered else where in their offer shall not be considered and are liable for rejection.

Read and understood the above commercial terms and conditions

Signature of the bidder with Seal & Date



OTHER TERMS & CONDITIONS

Volume - 1
Enquiry No
792400951

10 kVA Online UPS with Battery Unit and Battery Rack

| SL.No. | Clause | BHEL REQUIREMENT | SUPPLIERS REMARKS | ACCEPTANCE / |
|--------|---|---|-------------------|--------------|
| 1 | Late Delivery/Penalty Clause | Failure to supply the goods and/or Failure to carryout the services within the stipulated delivery date will attract a penalty of 0.5% per week or part thereof for the value of the undelivered portion of the purchase order subject to a maximum of 10% of the total order value. The Penalty amount determined based on the delay in supply/services shall be recovered. In case of nonacceptance to this LD Clause, 10% of basic material cost will be loaded on the quoted prices while cost comparison.(Please refer the enclosed 'Loading Factors' sheet) | | |
| 2 | Terms of Payment | 100% of Basic Value will be paid by EFT/RTGS within 30 days from the date of installation & commissioning and acceptance of material at BHEL R&D and submission of Performance Bank Guarantee (PBG) by supplier in the prescribed format. Taxes will be reimbursed against submission of proof of remittance of Taxes to govt. of India. | | |
| 3 | Price Basis | All suppliers shall quote the lowest prices on Free on Road (FOR) BHEL R&D, Hyderabad only. | | |
| 4 | Performance Bank Guarantee (PBG) | PBG of 10% of total order value is to be submitted by the successful vendor and shall be kept valid up to guarantee period. Expiry of claim period may be kept 3-6 months after validity date. PBG shall be from one of the Consortium banks of BHEL or from a reputed bank and confirmed by any Consortium bank of BHEL. The offers of the suppliers not accepting to this clause will be rejected. Note: Format of Performance Bank guarantee (PBG) Annexure-B is attached in the Enquiry. | | |
| 5 | Interest for delayed submission of performance security (PBG) | PBG of 10% of total order value is to be submitted by the successful vendor within 15 days from the date of successful completion of installation & commissioning of material at BHEL Corporate R&D. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (Repo rate + 4%) | | |

| | | | |
|---|---------------------|---|--|
| | | for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till such time the bill becomes due, the amount of performance security due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest. | |
| 6 | Un price bid Format | Bidder has to submit Annexure-1 Unprice Bid format attached in the Enquiry along with Technical bid. | |
| 7 | Price bid format | Bidder has to submit duly filled and stamped Annexure-2 Price bid document attached in Enquiry along with Price bid. | |
| 8 | Delivery period | Please indicate delivery period (in days) from PO date for Complete scope i.e. Supply, Installation and Commissioning at BHEL R&D Hyderabad. However BHEL shall inform the vendor about the rejection of the offer before price bid opening in case of not meeting the delivery requirements of BHEL. | |

Signature of the bidder with Seal & Date



ITEM SPECIFICATIONS

Volume - 2
Enquiry NO
792400951

10 kVA Online UPS with Battery Unit and Battery Rack

| SL.No. | Item | | |
|--------|--|---|---|
| 1 | 10 kVA Online UPS with battery rack and accessories | | |
| | sl no | Descriptions | BHEL Specifications |
| | 1 | 10 kVA Online UPS -The technical specifications of the 10 kVA UPS are as given below: | |
| | 1a | Type | Online UPS |
| | 1b | Capacity | 10 kVA |
| | 1c | Technology | True online UPS with inbuilt galvanic isolation transformer , PWM with IGBT technology SNMP Management port is optional |
| | 1d | Input | Three phase input voltage (340 - 460 V AC), 50 Hz \pm 6% |
| | 1e | Output | Single phase Output Voltage of 230 V \pm 1% ,50 Hz \pm 0.5 |
| | 1f | Output Power Quality | Output waveform should be Pure sine wave with THD less than 3 % for linear load and less than 5 % for nonlinear load |
| | 1g | Efficiency at rated load and 0.9 pf | > 85% |
| | 1h | Load crest factor | 3:1 |
| | 1i | Protections | Protections for overload, overvoltage, short circuit and over temperature has to be provided |
| | 1j | Metering | Input Voltage, Input current, Input Frequency, Output Current, Output Voltage, Output Frequency etc., has to be displayed on a LCD on the UPS |
| | 1k | Indications | Suitable Indicators for displaying the status of the UPS |
| 2 | 1i | Bypass | Bypass should be provided in the case of failure of UPS |
| | 1j | Noise level from 1 meter distance | <70 dB |
| | Battery unit to provide back up time of 1 hour | | |
| | sl no | Descriptions | BHEL Specifications |
| | | | Vendor Specifications/ Deviations |

| | | | | |
|---|-------------------------------|-------------------------|---|-----------------------------------|
| | 1 | Battery Unit | 1. Batteries with metal rack to be supplied with UPS 2. A backup time of 60 mins should be provided at full load 3. Battery specifications: Battery type shall be Sealed Maintenance-Free (SMF) battery. The battery bank voltage and battery capacity are to be mentioned by the supplier along with the offer | |
| G | General Specifications | | | |
| | sl no | Descriptions | BHEL Specifications | Vendor Specifications/ Deviations |
| | 1 | Safety requirements | CE Certification and marking(with supply) | |
| | 2 | Supply and Installation | Supply and Installation to be done at BHEL Corp. R&D,Hyderabad. Vendor has to demonstrate the functionality at site | |
| | 3 | Warranty | 1) The supplier has to provide warranty of 2 year for UPS and 3 years for batteries. 2) Supplier shall comply to the warranty period specified from the date of commissioning at BHEL R&D, Hyderabad | |
| | 4 | Operational Manual | 1 set of hard copy and soft copy to be given at the time of supply | |
| | 5 | Test Certificate | To be provided at the time of supply | |
| | 6 | Deliverables | 1) UPS 2) Battery unit 3) Battery Rack 4) UPS shall be supplied with rated power cable of 5 meters at input and 10 meters at output | |

* Vendors are advised to write specifications in detail and not to write like 'Complied/ Yes / No ' etc. in specifications.

Signature of the bidder with Seal & Date

C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS)

| C. PENALTY FOR DELAYED DELIVERY (COMMON FOR INDIGENOUS AND IMPORTS) | | | | |
|---|---------------------------|--|--|--|
| SLNO | COMMERCIAL TERMS | BHEL STANDARD TERM | AS OFFERED | LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS |
| C | LD CLAUSE | IN THE EVENT OF DELAY IN AGREED CONTRACTUAL DELIVERY, PENALTY OF 0.5% (HALF PERCENT) PER WEEK BUT LIMITED TO A MAX OF 10% OF TOTAL ORDER VALUE WILL BE APPLICABLE | AGREED | NIL |
| | | | IF NOT AGREED | LOADING @ 10% OF THE BASIC MATERIAL COST |
| | | | IF AGREED FOR X% | LOADING @ (10-X)% OF THE BASIC MATERIAL COST |
| D. GUARANTEE/WARRANTY PERIOD (COMMON FOR INDIGENOUS AND IMPORTS) | | | | |
| SLNO | COMMERCIAL TERMS | BHEL STANDARD TERM | AS OFFERED | LOADING FACTOR FOR NON COMPLIANCE TO BHEL STANDARD TERMS |
| D | GUARANTEE/WARRANTY PERIOD | STIPULATED OR REQUIRED GUARANTEE/ WARRANTY PERIOD(X) | AGREED | NIL |
| | | MINIMUM ACCEPTABLE GUARANTEE / WARRANTY PERIOD(Y) | NOT AGREED FOR STIPULATED BUT AGREED FOR MINIMUM GUARANTEE/WARRANTY(Y) | LOADING @ 10 % OF THE ORDER VALUE PER ANNUM FOR THE REDUCED GUARANTEE PERIOD (X-Y) |

AUTHORISATION LETTER FOR E-PAYMENT/ NEFT / RTGS
(PLEASE FILL UP THE FORM COMPLETELY IN CAPITAL LETTERS ON YOUR COMPANY LETTERHEAD ONLY)

| | |
|------------------------------------|--|
| Vendor Code (to be filled by BHEL) | |
|------------------------------------|--|

| Type of Request (Tick one) | NEW | CHANGE |
|----------------------------|-----|--------|
| 1 Company Name | | |
| 2 Address | | |
| | | |
| | | |
| 3 City with PIN Code | | |
| 4 State | | |
| 5 PAN Number | | |
| 6 TIN/ VAT No. | | |
| 7 CST No. | | |
| 8 Service Tax No. | | |
| 9 Name of Contact Person | | |
| 10 Mobile number | | |
| 11 Ph. no. with STD Code | | |
| 12 Fax No. with STD Code | | |
| 13 Email ID | | |
| 14 Website (URL) | | |

BANK DETAILS FOR EFT / RTGS

| | | |
|---|--|--|
| 1 | Bank Name | |
| 2 | Branch | |
| 3 | Branch Code | |
| 4 | Branch Address | |
| 5 | Branch Phone No | |
| 6 | Account No. | |
| 7 | Account Type: SB/ Current/ other (Specify) | |
| 8 | MICR Code | |
| 9 | IFSC Code | |

I, as an authorized representative / owner of the above named company, hereby state as under:

1. Enclosed here with a cancelled cheque in support of our company's bank details.
2. Authorize BHEL R&D Hyderabad, to electronically make payments to the designated bank account with bank charges, if any, to our account.
3. 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.
4. I hereby certify that the particulars given above are true, complete and correct.
5. This authority remains in full force until BHEL receives and acknowledge written notification requesting change or cancellation.

Date :
Company
Seal

Authorised Signatory
Designation :

Annexure – 1

Unprice Bid format

Item Description: 10 KVA Online UPS with Battery Unit and Battery Rack

| Sl. No. | Parameter | HSN Code | Unit Cost (Rs.) | Quantity | Basic Cost (Rs.) i.e. (Unit Cost X Quantity) | Applicable GST (%) | GST Amount (Rs.) | Total Cost = [Basic Cost + GST Amount] (Rs.) |
|--|---|-----------------|------------------------|-----------------|---|---------------------------|-------------------------|---|
| 1. | 10 KVA Online UPS with battery rack and accessories | | Quoted | 2 Nos | Quoted | | Quoted | Quoted |
| 2. | Battery unit to provide backup time of 1 hour | | Quoted | 2 Set | Quoted | | Quoted | Quoted |
| 3. | Installation and commissioning Charges. | | Quoted | 2 Nos | Quoted | | Quoted | Quoted |
| Grand Total (Sl. No. 1 + Sl. No. 2 + Sl. No. 3) | | | | | | | | Quoted |

NOTE: THIS FORMAT SHOULD BE SUBMITTED BY VENDOR WITH TECHNICAL BID ONLY.

(DO NOT MENTION THE PRICES IN THIS SHEET, ONLY HSN CODE AND % OF GST TO BE MENTIONED)

Annexure – 2

Price Bid format

Item Description: 10 KVA Online UPS with Battery Unit and Battery Rack

| Sl. No. | Parameter | HSN Code | Unit Cost (Rs.) | Quantity | Basic Cost (Rs.) i.e. (Unit Cost X Quantity) | Applicable GST (%) | GST Amount (Rs.) | Total Cost = [Basic Total Cost + GST Amount] (Rs.) |
|--|---|-----------------|------------------------|-----------------|---|---------------------------|-------------------------|---|
| 1. | 10 KVA Online UPS with battery rack and accessories | | | 2 Nos | | | | |
| 2. | Battery unit to provide backup time of 1 hour | | | 2 Set | | | | |
| 3. | Installation and commissioning Charges. | | | 2 Nos | | | | |
| Grand Total (Sl. No. 1 + Sl. No. 2 + Sl. No. 3) | | | | | | | | |

NOTE: FILLED FORMAT SHOULD BE SUBMITTED BY VENDOR WITH PRICE BID ONLY.

(Compliance to be submitted on the Bidder's Letterhead)
(as applicable)

Annexure-A

Sub: Compliance to Government of India order OM No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020 regarding restrictions under Rule 144 (XI) of the General Financial Rules (GFRs), 2017

| | |
|--------------------|-----------|
| BHEL enquiry ref: | 792400951 |
| Our quotation ref: | |

We, The Bidder have read and understood the contents of the office Memorandum & the Order (Public Procurement No. 1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (Xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and/or sub-contracting to contractors from such countries.

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority (strikeout whichever is not applicable). I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]”.

(Note: Non-compliance of above said GoI Order and its subsequent amendment, (if any), by any bidder(s) shall lead for commercial rejection of their bids by BHEL).

For and behalf of _____ (Name of the bidder)

(Signature, date & seal of authorized signatory of the bidder)

Annexure-B

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the 'Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted

assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract, we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank 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 Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer 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 Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including.....⁷ and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸we shall be discharged from all liabilities under this guarantee thereafter.

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors-

- a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
- b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 **In case, Foreign Vendors intend to provide BG from** Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.