Enq. S.No.	Specificati on	Material code	Item Description	Unit	Quantity	Delivery Schedule	Supplier confirmation
1	Attached	CG7150007414	3KVA UPS	EA	1	Supply - 8 weeks from date of PO E&C period - 2 weeks from Site readiness	

Remarks:

- 1. Bidder shall be submit Specification/Drawings/PQC documents duly signed and stamped along with technical offer.
- 2. All other terms & conditions are as per attached standard Commercial T&C. Standard Commercial T&C has to be submitted duly filled and signed and stamped along with Techno-Commercial Offer.
- 3. Bidders are requested to accept Delivery schedule mentioned in NIT. BHEL reserves the right to reject the offer of the bidder if the quoted delivery schedule is beyond the Tender Delivery schedule.
- 4. Reverse Auction -Not Applicable
- 5. EMD Not applicable
- 6. PBG Not applicable
- 7. CEBG Not applicable
- 8. E&C CHARGES AS PERCENTAGE OF TOTAL VALUE: NIL

1.00	वी एच ई एन	PRODUCT STANDARD	PY55263
TD-106-1 Rev No. 00 Form No.	BHILL	PROJECT ENGINEERING & SYSTEMS DIVISION	Rev No. 03
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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED, It must not be used directly or indirectly in any way detrimental to the interest of the company.		SPECIFICATION FOR UNINTERRUPTABLE POWER SUPPLY (USTOMER: 1 MLD STP at BHEL-HPVP, VIZAGE) CUSTOMER: M/s BHEL-HPVP, VIZAGE	JPS)

Prepared:

Sd/-

K V Nagendra

Approved:

Sd-

J K Pattanaik

Date:

11/07/2016

Checked:

Sd-

G Seshu Kiran

Revisions:

Refer to record of revisions:



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PURCHASE SPECIFICATION FOR UNINTERRUPTABLE POWER SUPPLY (UPS) - 230V A.C

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1. INTRODUCTION

Bharat Heavy Electricals Limited (BHEL), Project Engineering & systems Division, Hyderabad is setting up 1 MLD STP plant in the vicinity of BHEL-HPVP, VIZAG for its use. This document provides technical specification for UPS that caters to the 230V auxiliary AC power supply requirements of power plant.

2. SCOPE OF SUPPLY & SERVICES

Bidder's scope of supply & services shall consist of the following:-

- a) Design, Manufacture, Assembly, Testing, supply & transportation of UPS system & mandatory spares to site.
- Supply of startup & commissioning spares required for successful commissioning including supply of any other spares as required during commissioning at free of cost.
- c) Supervision of erection and assembly
- d) Complete testing & commissioning at site.
- e) Touch up painting at site.

SI. No	Item Description	Qty
1.1	Supply of 3KVA UPS (1x100% rectifier, 1X100% inverter & servo bypass) & 1x100% 12V VRLA type battery (1-hour back-up) as per scheme	1 Set
1.2	Supervision support for installation and commissioning of UPS Package	1 Set

3. STANDARDS

a) The equipment covered by this specification shall be in line with the requirement of IEC 801-805, EN 55022. Class-B, EN 50091-1 and the latest editions of the following IS/IEEE/IEC standards, unless otherwise specified. The latest edition shall be prior to the date of purchaser's enquiry:

IEC 529 / IS 2147	Dust proof and weather proof enclosure
IS 5	Colors for ready mixed paints enamels
IS 1248	Direct acting indicating analogue electrical measuring instrument
	and their accessories.
IS 3136	Polycrystalline semiconductor rectifier equipment
IS 3700	Essential Ratings and Characteristics of Semiconductor Devices

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IS 3895 Monocrystalline semiconductor rectifier cells and stacks
IS 5001 Guide for Preparation of Drawings of Semiconductor Devices

IS 8623 (Part-II) 1993 Type tests for switch gear

IS 8828: 1996 Electrical Accessories - Circuit Breakers for Over Current

Protection

/IEC 60898 for Household and Similar Installations

IEC 60146-1-1 Insulation testing for UPS

IS 10918 Vented Type Nickel Cadmium Batteries

IS1652 Lead Acid Plant BatteriesIS 1651 Lead Acid Tubular Batteries

IEEE 1106 Recommended practice for maintenance, testing & replacement

of Ni-Cd storage batteries for generating stations & substations.

IEEE 1115 Standard for sizing criteria & other technical features

IS 5469 Code of practice for the use of semi-conductor junction devices

(Part 1 to 3)

IS 6619 Safety code for semiconductor rectifier equipment.

IS 7204 Stabilized power supplies dc output.

(Part 1 to 4)

IS 4540 Mono crystalline semiconductor rectifier assemblies and equipment. IS 6297 Specification for Transformers & inductors (power, audio, pulse,

switching) for electronic equipment.

IEC 60146 Semiconductor converters.

IEC 61000-4-2,3&5Electromagnetic compatibility (EMC)

IS 13314 Solid State Inverters run from storage batteries

IEC 62040 Uninterruptible power systems.

IS 13947 Low voltage switchgear and control gear.

(Part 1, 3, 4 & 5)

- b) Wherever Indian standards are not available, the standards issued by IEC/BS/VDE/IEEE/NEMA or equivalent agency shall be applicable.
- c) In case of imported equipment, standards of the country of origin shall be applicable provided those standards are equivalent or more stringent than the applicable Indian standards.
- d) The equipment shall also confirm to the provisions of Indian Electricity Rules and other statutory regulations currently in force in the country.

4. GENERAL REQUIREMENTS

a) Bidders are advised to contact BHEL for essential technical queries in writing within one week of issue of Enquiry. Offers with incomplete information will not be considered for evaluation, and are likely to be rejected outright without any further interaction with the Bidder.

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- Form No.
 - b) Unsolicited requests from bidders for alterations to their already submitted offer will not be entertained. These would not be taken cognizance, and offers will be evaluated without taking into account such requests/correspondence.
 - c) Any technical features [over & above BHEL enquiry specification requirements] proposed by Bidder will not be given preference for the purpose of evaluation.
 - d) Bidders are advised to comply to specifications in total, unless the requirement is not feasible. In case feasible deviations are proposed by the bidder and subsequently withdrawn, no commercial implications can be claimed by the bidder.
 - e) In the event of any conflict between these specifications, data sheets, related standards, codes etc. the Bidder shall refer the matter to the BHEL for clarifications and only after obtaining the same shall proceed with the manufacture of the items in question.
 - f) Each equipment shall have a 316 SS nameplate attached firmly to it & at a visible place with the following information:
 - i. Equipment Power rating, Voltage rating, model number.
 - ii. Manufacturer's name, emblem.
 - iii. BHEL P.O. No
 - iv. BHEL Dispatch no
 - g) Bidder must submit offer in two-parts (Technical Bid & Price Bid).
 - h) Documents to be submitted as a part of the technical bid have been cited at Cl. 8 of this document.

5. TECHNICAL REQUIREMENTS:

S. No	Description	:	Technical Requirements
a)	UPS System Package		UPS consists of Static rectifier, battery, static inverter, and
	Items		static & manual by pass switches, bypass line transformers,
			Servo Voltage stabilizer, output isolation transformers, other
			Isolating and protection devices and all other
			equipment/accessories required for completeness and
			satisfactory performance of the UPS system.
b)	Type of UPS	:	(i) Single phase, Stand alone as per Drg/SLD indicated at Cl 12.
c)	UPS Rectifier /		(i) Function: To supply DC Power to Inverter as well as battery.
	Charger		(ii)Type: Solid-state, 3-phase, full wave, fully controlled, Float
			cum Boost Type
			(iii) Duty: Continuous
			(iv) Provision for online automatic as well as manual charging
			facility.
			(v) Protected against reverse battery connection.
			(vi) Automatic Voltage regulation.

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AND CONFIDENTIAL operty of BHARAT HEAVY ELECTRICALS LIMITED. any way detrimental to the interest of the company.	d)	Inverter	:	 (i) The static inverter shall be of continuous duty, solid state type using proven Pulse Width Modulation (PWM)/Quasi square wave/step wave technique. Ferro-resonant type Inverters are not acceptable. (ii) The nominal voltage output shall be 230 Volts, Single phase, 50 Hz. (i) Function: To supply uninterrupted power to static switches. (ii) Capacity of each inverter: 100% to rated KVA (iii) Duty: Continuous (iv) Automatic Voltage regulation (v) Inverters and bypass lines shall be synchronized to each other. (vi) The total harmonic content shall be 5% maximum and content of any single harmonic shall be 3% maximum. (vii) The inverter efficiency shall be at least 85% on full load and 80% on 50% load.
COPYRIGHT nation on this document is the pr be used directly or indirectly in	e)	Battery	:	(i) ECV-1.75V for 2V VRLA Battery /10.5V for 12V VRLA battery (ii) Mounting: On Mild steel corrosion resistant stand/racks. The Stand/Racks shall be pretreated & epoxy painted/PVC coated. Provision for stand earthing also. (iii) Make: EXIDE/HBL/AMARA RAJA/HOPPECKE BATTERIEN GMBH & CO KG — for VRLA batteries. Make shall be subject to final approval during order execution without any price implications. (iv) Sizing calculation: Inverter rated KVA x 1000 x Load P.F. Battery Current, IB =
The inform It must not	f)	Static switches	:	(i) Function: The static switch shall be provided to perform the function of transferring UPS loads automatically without any break from (a) from faulty inverter to standby AC source in case of failure of both the inverters. (ii) Type: Solid state, SCR/IGBT (iii) Duty: Continuous (iv) Each switch capacity: Equal to full load capacity of the inverter. (v) Transfer time in synchronized mode: 1/4 th cycle maximum (vi) Capability: Must have undergone not less than 1000
Ref. Doc			1	(vi) Capability. Wast have undergone not less than 1000

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IITED. npany.	g)	Man	nual bypass switch	:	transfer/re-transfer cycles at full load. (vii) Continuous and overload capacity of the switches shall be equal to 100% of the continuous and overload rating of each inverter. (i) Function: Manual bypass switch shall be employed for isolating the UPS during maintenance. (ii) Type: Maintained, make before break (iii) Capacity: Make and carry full load current of inverters (iv) Transfer: manual
ECTRICALS LIM	h)	Volt	age Stabilizer	:	(i) servo type.(ii) Isolation transformer of appropriate voltage and phase as per system requirement along with associated voltage stabilizer shall be furnished with each UPS system.
COPYRIGHT AND CONFIDENTIAL tion on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. e used directly or indirectly in any way detrimental to the interest of the company.	i)	UPS	Panels	:	 (i) Type: Free standing rack, fitted with fans (if required), Dust tight gaskets on front and back doors if required. (ii) Cable entries: Bottom (iii) Gland plate: Removable bolted, 3mm thick (iv) Cable glands: Double compression type Nickel plated brass (v) Front fascia shall be provided with Alpha Numeric L.C.D display with fault logging facilities. (vi) Panel enclosure: CRCA sheet steel of 2mm thickness – Load bearing parts 1.6mm thickness – Non Load bearing parts (vii) Degree of protection of enclosure: IP-42 (min) (viii) Bus bars (with color coded): Required for above 100Amps power circuits. (ix) Numbering: Ferrules, terminals, either end of internal & wiring, external terminals etc.
The information or It must not be used	j)	Faul	t Diagnostic unit	:	(i) Type: Microprocessor based on line fault diagnostic unit (ii) Function: Monitor UPS operation, identify and locate the faults, to interface customer PC through serial communication, print out facilities during UPS changeover in various conditions & UPS failure.
- H	k)	com	cations & ponents at each ming & outgoing ders	:	As per OEM Standard.
	1)		itional uirements	:	(i) Reverse Battery polarity protection shall be provided.(ii) The UPS shall have inbuilt RS 485 port with MODBUS-RTU for display of online status of UPS on plant remote control system.
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COPYRIGHT AND CONFIDENTIAL The information on this document is the property of BHARAT HEAVY ELECTRICALS LIMITED. It must not be used directly or indirectly in any way detrimental to the interest of the company.	m)	Com	missioning Spares	 (iii) Adequately rated breakers for cont breaking capacity. Paralleling of bit poles to achieve the required acceptable. (iv) Designing of all electronic devices literations. (iv) Designing of all other compone reactors, contactors for 110% of trating. (vi) The UPS shall have an overload compactive for 10 minutes and 150% seconds. (vii) I²t co-ordination between fuse and devices (viii) PCBs with transparent epoxy coating (ix) In addition to indications/display on along with relevant analog measu provided by employing RS 485 Post Ethernet TCP/IP protocol for use in alarm output shall be as approved detailed engineering. (x) The overall efficiency of the UPS syshall not be less than 80% at rated lost The spares which would be required dutesting, start-up and commissioning. The supplied along with the main equipment commissioning spares shall include items: UPS: Power fuses (each type & rating) – 1 Set Control fuses (Eac	reaker/switch/contactor current rating is not ke IGBTs, diodes etc. for ried by the respective hts like transformers, the maximum required apacity of 125 % rated apacity of 125 % rated arated capacity for 10 semi-conducting power and charger panel, alarms rements shall also be not Modbus Protocol / n DDCMIS. The list of d by Employer during attention of the content of the conten
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n)	Fittings & Accessories	:	All meters, indication lamps and alarms shall be provided.
			Single display unit is as per OEM Standard is also acceptable.
o)	Mandatory Spares	:	Not Applicable

6. INSPECTION & TESTING

All equipment shall be completely assembled, wired, adjusted and tested at the factory as per the relevant IS/IEC standards. The following tests shall however be carried out as a minimum. All the tests being conducted shall clearly be brought out in the Quality Assurance Plan (QAP) by Bidder. The category of test i.e whether it is a routine test or type test or both, must also be brought out clearly in the QAP with specific mention of relevant standard Number against each test.

a)	BOM verification	:	100 % Witness
b)	Visual check - Dimensional, component verification, polarity	:	100 % Witness
	verification		
c)	Visual check - Electrical wiring: routing, ferruling, tightness	:	100 % Witness
d)	Components internal test certificates	:	Review
e)	Burn-in test for PCBs & other electronic components for 96	:	Review
	hours at 50 Deg C		
f)	Routine tests: Insulation test as per IEC 60146-1-1,	:	Review
	Interconnection cable checks, No load test, Checking of		
	auxiliary devices, Output voltage tolerance, Temperature		
	Rise Test, Output frequency tolerance, Efficiency checks at		
	rated p.f. for 50%, 75% & 100% load, functional tests etc.		
g)	All type tests shall be as per the relevant IS/IEC standard.	:	Review
h)	Typical Functional tests – Light load test, Checking of	:	100 % Witness
	auxiliary devices, A.C input failure test, A.C input return test,		
	Transfer test, Full load test, Efficiency, Actual load test,		
	Overload capability test, Short circuit current capability,		
	Short circuit fuse test, Restart, Output over voltage, HV & IR		
L	test.		
i)	Battery tests: Rated Stored Energy Time, Rated Restored	:	Review
	Energy Time & other test as per applicable standards.		
_			

7. Cable scope Matrix

SL	Cable From	Cable to	Cable T	уре	Scope of Cable
No			[Type/OD/No of Run	ıs]	
a)	BHEL Panels	UPS Incomer	During order execution	on	BHEL
b)	UPS Panels (Rectifiers/Charg ers)	Battery	During order execution	on	BHEL

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c)	UPS Outgoing	UPS ACDB(by	During order execution	Bidder
	terminals	BHEL)		

NOTES:

- 1. The Supply of Cables & accessories (glands & lugs) for internal cable connections within the UPS Panels are by UPS bidder. The supply of Cable accessories for BHEL supplied cables terminating at UPS, Battery end as listed above are also by the UPS bidder.
- 2. Bidder shall consider suitable terminals at the respective equipment end for terminating these cables.

8. DOCUMENTATION

8.1 Following information has to be necessarily submitted as a part of the Technical Bid. Bidder shall make the offer in detail, with respect to every item of the Purchaser's specifications. Any offer not conforming to this shall be summarily rejected.

SI .No	Description
1.	UPS Single line diagram.
2.	General Arrangement & equipment drawings with dimensions of Battery, UPS & other equipment in Bidder's scope.
3.	List of indications, Alarms & Metering.
4.	Data Sheets as per the format
5.	Calculation for sizing of Inverter, Battery, Battery Chargers, input/output isolation & bypass Transformers, major electronic power devices like thyristor, static switches, IGBTs etc. and other components like busbars, isolation breakers, contactors etc.
6.	Signed and stamped technical specification,
7.	Technical catalogues/leaflets on: 1) Battery 2) Rectifier/Battery charger 3) Inverter 4) Static switch 5) Manual by- pass switch.
8.	Technical Deviation list in the deviation schedule format indicated in this document.
9.	Valid Type test certificates not older than 10 years as on date of tendering
10.	Recommended Spares List for 2 years trouble free operation
11.	Unpriced format of the above price schedule indicating quoted/not quoted.

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8.2 To be submitted after award of contract:

SI. No	Document	Submission Schedule	Category
1.	All documents as specified at CI 8.1 above for submission along with offer	Within 1 week from PO	А
2.	Dimensional battery layout diagram in plan & sections.	Within 1 week from PO	А
3.	UPS GA & schematics and wiring	Within 1 week from PO	Α
4.	Comprehensive Quality Assurance plan (QAP).	Within 1 week from PO	А
5.	As-manufacture drawing	1 week after inspection	I
6.	Operation & Maintenance manual	Within 2weeks from PO.	A
7. Note:	As built drawings 1) BHEL will furnish Comments within 1 week drawings.	Within 2 weeks from from neiseiphingthe completion date.	I

Note: 1) BHEL will furnish Comments within 1 week from receipt of the drawings.

2) Vendor to submit revised drawings/documents within 1 week from BHEL's comments date.

8.3 To be submitted after inspection. (Note: submission of these documents are commercially linked)

- a) Complete O& M manual all in 12 sets (2 sets to be included with item dispatch and balance to BHEL purchase department).
- b) Approved Engineering documents
- c) Guarantee and all test certificates for review and acceptance by BHEL and / or BHEL's
- 2 sets of CD-ROM containing **O&M manual and Engineering documents** (1 set to be included with item dispatch and balance to BHEL purchase department).

9. (a) PACKING AND DESPATCH

All the equipment shall be divided into several sections for protection and ease of handling during transportation. The equipment shall be properly packed for transportation by ship/rail or trailer. It shall be wrapped in polythene sheets before being placed in crates/cases to prevent damage to finish. The crates/cases shall have skid bottoms for handling. Special notations such as Fragile, This side up, Center of gravity, Weight, Owner's particulars, PO no. etc., shall be clearly and indelibly marked on the packages together with other details as per purchase order.

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The equipment may be stored outdoors for long periods before installation. The packing shall be completely suitable for outdoor storage in areas with heavy rains and high ambient temperature unless otherwise agreed.

9 (b) PACKAGE EXECUTION MILESTONES/SCHEDULE

SI. No.	Event	Drgs. /Document Schedule		
1	Drawings submission	Within 1 week from P.O. date		
2	BHEL Comments (along with Final/Firm inputs and revisions)	Within 1 week from receipt of the "Drawings in line with Inputs" (Note-2)		
3	Revised Drawings submission	Within 1 week from BHEL's comments date		
4	BHEL Comments / Approval for Manufacture Clearance	Within 1 week from receipt of the revised Drawings		
5	Revised Drawings submission	Within 1 week from BHEL's comments / Manufacture Clearance date		
6	BHEL Approval on Revised Drawings	Within 1 week from receipt of the revised Drawings		
7	Manufacturing cycle time	Within 10 weeks from Manufacture clearance date (Sl.No.4) of GA & SLD Drawings (progressively)		
8	As-Manufactured Drawings + Commissioning Manuals	Note-3		

Notes:

- 1. It is Vendor's responsibility to submit the Drawings in line with the latest inputs else the drawings will be rejected. Delays on account of this will be attributed to the Vendor.
- 2. Six sets of all As-Manufactured drawings and Commissioning Manuals shall be dispatched along with the first consignment.
- 3. For package execution schedule and accounting of delays, the schedule for GA & SLD drawings shall be taken as reference.

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10. DEVIATION SCHEDULE (TECHNICAL)

Sl. No.	Cl. No./Page No./Sec No.	Description as specified	Deviation taken	Remarks/ Reason for Deviation	

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- Bidder may give a consolidated list of deviations in this form only. Only the deviations
 listed here in conjunction with the original tender, shall constitute the contract document
 for the award of the job to the Bidder.
- 2. Deviations listed elsewhere shall be ignored & will be summarily rejected.
- 3. If there are no deviations, bidder shall submit signed copy of this format, mentioning "No Deviations" & it shall be henceforth implied that Bidder is complying to all the clauses of the bidding document.
- 4. Attach more sheets in this format, if required.

(Signature of the Vendor)

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11. CHECK LIST:

(TO BE FILLED BY BIDDER AND SUBMITTED ALONG WITH TECHNICAL OFFER)

Enquiry No. Date : Name of the Bidder : Project :

Specification No : PY55263, Rev03

Item : 230V, 3KVA UPS Package

SI. No.	Check point description	Supplier Confirmation (√)
1.	Completely filled-in Technical Data sheet as per specification enclosed.	
2.	UPS Single line diagram enclosed.	
3.	Duly signed Deviation Schedule(Technical) enclosed	
4.	Relevant Type Test Certificates enclosed	
5.	Unpriced Schedule enclosed as per BHEL specification complying to following: 1. Signed & Stamped 2. In BHEL format. 3. All items are quoted	
6.	Following documents enclosed for information 1. Battery GA 2. UPS GA	
7.	Following equipment calculations enclosed for information 1. Rectifier/Battery Charger 2. Battery	
8.	List of commissioning spares	
9.	List of O&M spares (Recommended) for 2 years of plant operation (Unpriced) enclosed	
10.	Catalogues enclosed	
11.	Clause wise confirmation to BHEL specification included in technical offer except the deviations listed in deviation schedule.	

Note: Bidder to submit <u>this checklist</u> duly filled & signed along with the Offer. No deviation is acceptable in this regard. Without duly signed & stamped checklist, offer shall not be considered for evaluation.

BIDDER'S STAMP & SIGNATURE

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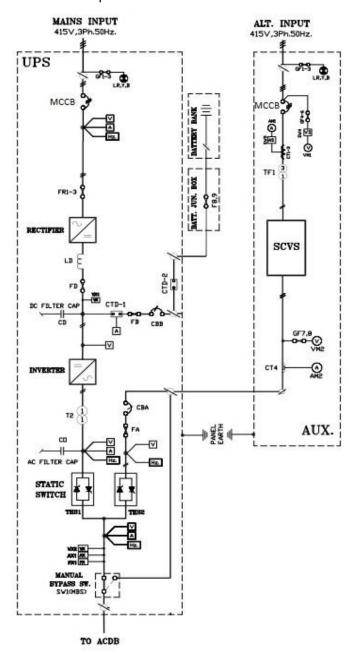
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12. UPS LINE DIAGRAMS(TYPICAL):

The line diagrams with components & accessories indicated below are typical only. The fittings & accessories shall be as per OEM Standard.



Drawing no. 12.1 Typical SLD for 3 KVA UPS

• Note: Isolation Box/Battery Junction Box is Not Applicable

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13. DESIGN VARIABLES

Following design variables shall be finalized during drawing approval. It is Bidder's responsibility to obtain BHEL clearance on the same and shall comply without any commercial implications:

1)	UPS earthing	:	Normally UPS shall be designed for floated output. In
	/grounding		case of "grounded UPS" to be intimated during drawing
			approval.
2)	Sizes for BHEL supplied	:	To be intimated during order execution
	cables		
3)	UPS panel outside	:	To be intimated during order execution
	colour		
4)	Battery Make	:	One of the approved make from list given above.

14. Battery Accessories:

Following accessories shall be provided for each UPS battery for complete battery installation, testing & maintenance.

SI. No	Description	Requirements	Quantity
1.	Battery stand (In stackable Module form)		1 Set
	Material	Mild steel corrosion resistant painted with three coats of anti-acid paint of approved shade battery stand and cable supports shall be provided. The stand shall be pretreated and 2coats of epoxy /PVC coated.	
2.	Connectors	Material: PVC, Lead plated copper for Inter cell, Inter stack and flexible cu cable for Interbank connections with full insulation or with suitable insulation shrouds.	As required + 3% Extra
3.	Cell testing DC Voltmeter	Range: Suitable leads for measuring cell voltage (-3, 0, +3 volts)	2 Nos.
4.	Set of insulated Spanners		2 Nos.

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5.	Bolts, nuts & Washers			
	(As	req	uired	for
	complete		installa	ation
	with 5% extra)			

Bolts and nuts, for connecting the cells, shall be effectively leadcoated to prevent corrosion Required quantity with 5% extra

15. Vendor List for Electrical Components

- (i) All the sub components shall be from OEM standard Vendor list.
- (ii) However these vendors should be well established with good track record. Before finalizing the subcomponent vendor list the same shall be informed to BHEL for review & acceptance.
- (iii) Contractor/ vendor while ordering shall ensure the availability of spare parts and maintenance support services for the offered equipment at least for 15 years from the date of supply.
- (iv) Contractor/ vendor shall give a notice of at least one year to the end user of equipment and PMC before phasing out the products/spares to enable the end user for placement of order for spares and services.

The minimum list of Fittings & Accessories to be included for each of the UPS Package is listed below. Bidder shall include all accessories over & above that indicated here to make the UPS system functionally complete with reliable operation & maintenance.

16. Material Code (For BHEL use) :-

Sl. No	Description	Material Code
01	3KVA UPS, 1X100% VRLA Battery	PY9755263012
02	Supervision of E&C of UPS Package	PY9855263022
03	5KVA UPS, 1X100% VRLA Battery	PY9755263055

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17. Bidders Technical data -Data Sheet:

Following technical data has to be furnished by Bidder.

SI. no.	DESCRIPTION	PURCHASER'S DATA
1.0.	SITE CONDITIONS	
1.1.	Site Ambient Temperature	Max 50°C, Min 3°C
1.2.	Design Ambient Temperature	50°C
1.3.	Maximum Relative Humidity	95%
1.4.	Atmosphere	Humid and Highly corrosive
1.5.	Altitude above MSL	<5.5 meters
1.6.	Seismic Zone	As Per IS 1893 latest version
1.7.	Location	Vizag, Andhrapradesh
2.0.	COMMON TECHNICAL REQUIREMENTS	
2.1.	Input Voltage, frequency & phase	415V, +10% to -10% in voltage,
		50Hz ±5%, 3 PH & Neutral
2.2.	Input Fault Level	
2.3.	Rated Load Power factor	
2.4.	Min. Input P.f. of UPS	
2.5.	UPS Rating	3 KVA
2.6.	Quantity	1 Set
2.7.	Enclosure Ingress Protection	Min. IP 42 or Better
2.8.	Maximum Noise Level	
2.9.	Type of Cable Entry	Bottom
2.10.	Type of Painting	631 of IS-5 (shall be confirmed
		during detail engineering)
		Powder coated
2.11.	Online Fault Diagnostic Unit	Applicable
2.12.	Communication interface	Shall have RS 485
		communication multi-drop port
		and MODBUS protocol, in order
		to monitor the status of the
		system.
2.13.	Overall Efficiency	> 80% at rated load & 0.8 p.f
2.14.	No. of Outgoing feeders	1 No's single phase
2.15.	Distance between UPS panel & batteries	< 20 meters
2.16.	Sheet Steel thickness	Min. 2 mm for load bearing &
		1.6mm for non-load bearing
		structures
2.17.	Quantity of isolation transformers per set	• 1 each for isolation at inverter
	of UPS	output
		• 1 in the bypass circuit (By
		pass transformer shall be

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		natural air—cooled type
		suitable for indoor location.
3.0.	DETAILED TECHNICAL REQUIREMENTS	
3.1.	INVERTER	
3.1.1.	Rating	3KVA
3.1.2.		1 Nos
3.1.3.	Туре	
3.1.4.	* *	
3.1.5.	Output Voltage	230V
3.1.6.	Efficiency	
a)	Full Load	To be furnished by Bidder (Min. 85%)
b)	Part Load	,
3.1.7.	Overload Capacity	110% rated load for 1hour,
	,	125% rated load for 10 minute,
		150% for 10 sec
3.1.8.	Output Voltage Regulation	
a)	Steady state (0-100% load at all input	
	voltages and all power factors)	
b)	Time to recover from transient to normal	
	voltage	
3.1.9.	Steady state frequency variation (0-100%	
	load at all input voltages and all power	
	factors)	
3.1.10	Maximum Total Harmonic Content in output	
3.1.11	Maximum ripple current at output	
	Type of Cooling	
3.2.	RECTIFIER/CHARGER	
	Quantity for each set of UPS	1 No.
3.2.2.	Туре	Float Cum Boost
3.2.3.	No. of Pulses	6
3.2.4.	Maximum ripple current at output	<5%
3.2.5.	Efficiency	Min. 85% at Full Load
3.2.6.		
	fully discharged battery	
3.2.7.		No
3.2.8.	Type of Cooling	Natural Convection or forced
		cooling using redundant fans
3.3.	BATTERY	
3.3.1.	Туре	VRLA
3.3.2.	Quantity for each set of UPS	1 Set.
3.3.3.	Battery configuration	1x100%

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3.3.4.	Design Margin	10%
	Battery Backup time	60 min
	State of charge factor	1.0
	Ageing factor	1.25
	Min. Ambient for Battery Sizing	10°C
3.3.9.	Type of mounting	On Mild steel stand/racks
3.3.10	End Cell Voltage	10.5V for 12V battery at 27°C
	_	(Bidder to indicate)
3.3.11	Single cell Nominal voltage	12V
3.4.	STATIC SWITCH	
3.4.1.	Short time rating/Overload Capacity	125% of rated kVA for 2 min.
3.4.2.	Normal Voltage	230V
3.4.3.	Transfer time between inverter & bypass	
	in synchronized mode	
3.4.4.	Conditions of Load transfer from inverter	
	to bypass	
a)	Allowable Range of Stabilizer output	
	voltage	
b)	Allowable Range of mains bypass	
	frequency	
3.4.5.	Output voltage regulation of stabilizer	
	bypass for complete range of load	
3.5.	MANUAL BYPASS SWITCH	
3.5.1.	Short time rating/Overload Capacity	125% of rated kVA for 15 min
		and 150% for 60sec
3.5.2.	Voltage	600V
3.6.	BY PASS VOLTAGE STABILIZER	
3.6.1	Туре	Servo controlled type
3.6.2	Output voltage regulation	±1% for 0-100% load variation
		and full range of input supply
		variation over the entire power
		factor range.

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18. BOQ Details:

Sl.	Description	Unit	Quantity
No			
1.	Complete UPS System package of 3 kVA with &	Set	1
	1x100% VRLA battery & its associated items as		
	specified in the technical enquiry		
	(Material Code: PY9755263012)		
2.	Lump sum Price for supervision of E&C of (1)		
	above (Material Code:PY9855263022)		
	Above material code has following sub parts		
2(a)	OEM Services for supervision of E&C including loadging & boarding (1 Set = 5 mandays)	Set	1
2(b)	Travel Charges (To & fro) (1 Set = 1 Visit)	Set	1

The payment shall be as per actual services based on site certification. The No. of mandays, visits or both may change based on site requirements. The above prices mentioned at Sl. No. (2(a) & 2(b)) will be considered for deriving the cost of actual services for payment purpose.

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RECORD OF REVISIONS

	RECORD OF REVISIONS				
	Rev. No.	Date	Revision Details	Revised	Approved
	00	11/07/2017	Original issue		Sd/- (J K Pattanaik)
	01	24/01/2018	Revised due to change in project details & no. of feeders in UPS ACDB.	Sd/- (Ch Mahesh)	Sd/- (G Seshu Kiran)
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information					
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वा एय है ए	STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT [FORMAT TO BE FILLED-UP BY THE SUPPLIER]					
VENDORS HAVE TO OFFER THEIR TERMS IN THE ALLOTED COLUMN AND SHALL IDENTIFY DEVIATIONS DISTINCTLY.						
S/N	BHEL Standard Terms	Supplier Confirmation	Deviation			
01	Terms of Delivery:					
(a)	Indigenous Supplies: FOR - Destination means FOR - B.H.E.L. Hyderabad stores. (Packing & Forwarding, Freight & Insurance are in Supplier's scope i.e. included in the quoted prices). Ex-works is not acceptable.					
(b)	Foreign Supplies: Foreign supplies have to be made on Incoterm CIF basis (i.e. Inclusive of Sea/Air worthy packing and inclusive of all freight and Insurance upto Mumbai Sea Port. Foreign supplies will be loaded with 2.1% towards inland freight & insurance from Mumbai to BHEL Hyderabad stores for tender evaluation purpose. Notes: Notes:					
(c)	ii)Trans-shipment strictly not permitted, please refer instructions point no:K-2 in this regard. In case,any shortage is noticed viz-viz PO requirement in the main equipment/spares, such shortage shall be replenished by supplier on FOR destination					
()	basis without any cost implication to BHEL i.e. Custom Duty and freight charges etc.upto destination for such short supplies shall be borne by the supplier. Please also note that any short supply will attract imposition of penalty on the total P.O. value. (Supply+Installation).					
02	Delivery Period:					
	The Bidder should quote their earliest schedule for Supply and Installation against the schedule indicated in the Tender schedule of the NIT. Bidder should quote time period separetely for "Supply", "Installation" of equipment. BHEL, however, reserves the right not to accept an offer not meeting the NIT schedule.					
	The supply period indicated by bidder should include reasonable time required for approval of drawings and other inputs from BHEL. Relevant Drawings & QAP shall be submitted within 10 days of issue of PO, for BHEL approval. Manufacturing shall be started only after getting approval from the BHEL.					
	Any offer beyond the "max.acceptable delivery period" shall be rejected. All offers which do not confirm to the specified delivery period mentioned in tender schedule, but are within the "max. acceptable delivery period" shall be loaded for the delayed delivery beyond 'X' @ 0.5% per week or part thereof subject to a maximum of 10% of the supply value.					
03	Payment Terms & CEBG Clause: Offer with deviations to BHEL Payment Terms will be loaded as under.a)Bench Mark Prime Lending Rate (BPLR) of SBI as applicable on the scheduled date of Tender Opening +2%, for the amount and period of relaxation sought by the bidder.b)On account of payment through LC, if insisted by bidder, bank charges shall also be loaded for the deviation in i)opening of LC by BHEL ii)period and amount of LC w.r.t NIT norms, as per the prevailing bank rates. Offers with non-acceptance of CEBG Clause and insistence of advance payment are liable to be rejected. In no case BHEL shall accept liability towards interest. Payment terms mentioned here under for Indigenous and Imported Offers.					
(a)	Terms of payment for Indigenous Offer:(Supply and E&C to be done by vendor)					
	80% payment of supply value will be made on 45th day from the date of receipt of material at BHEL (date of goods receipt (GR)). Balance 20% of supply value + 100% Installation portion of P.O. value will be paid after successful commissioning of the equipment and subjected to submission & acceptance of Performance Bank Guarantee of 10% of contract value valid for 30 days beyond the guarantee/Warranty period.					
(b)	Terms of Payment for Foreign Offers:(Supply and E&C Only)					
(i)	Total supplies are to be from Foreign Source. Where the payments are through L.C (L.C opening charges are to be loaded) payment of supply value shall be 80% on dispatch and 20% on issue of Installation certificate.Payment of Installation value shall be made against Installation certificate issued by BHEL. Installation certificate shall be issued on satisfactory completion of Erection, Commissioning, Job proving, Performance tests, Training to operators etc. as envisageed in PO. The L.C. shall be opened by BHEL as per the following. 1) Within 30 days of receipt of acceptable CEBG, an irrevocable unconfirmed L/C will be opened for30% of the payment towards supply, due on shipment i.e. 24% of the supply value of the P.O.(30% of 80%). Not earlier than 60 days before the shipment date, the value of this irrevocable unconfirmed L/C would be enabnced from 24% to 80% of the supply value of the P.O. The above L/C can be negotiated after the shipment against submission of B/L or AWB, and such other documents, as mentioned in the P.O. or L/C and submission of Pre Dispatch Inspection Report of BHEL. This L/C will be valid for a period extending 21 days beyond the shipment date for negotiation of documents.					

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
(ii)	When ever there is an Indian Agent to represent a Supplier, it is essential to give the details of services to be rendered by Indian Agent and / or the details of agreement between Supplier and Agent. Supplier to indicate the Agency Commission payable. Indian Agency Commission will be paid only in Indian Rupees, calculated at the rate of exchange prevailing on the date of the tender opening. This is payable on satisfactory completion of the contract. Note: In order to maintain sanctity of the tender system, it is essential that one Agent cannot represent two Suppliers or quote on their behalf in a particular tender enquiry. If any Agent represents more than one Suppliers, all the offers associated with the Agent will be rejected.		
(iii)	The second irrevocable & unconfirmed letter of credit for 20% & Installation Charges will be opened 15 days prior to the scheduled and confirmed arraival of the technicans of supplier with their names The validity of this L/C would be sufficient to cover the period required for the completion of Installation + 21 days as negotiation period. This L.C can be negotiated i)after completion of the Installation of the equipment in BHEL. This is subject to the submission of Performance Bank Guarantee for 10% of contract value valid for 30 days beyond the Guarantee / Warranty period of 24 months from the date of commissioning. The bank guarantee is to be attested by Indian Embassy & to be registered in India. PBG confirmation charges shall be borne by vendor.		
4	CONTRACT EXECUTION BANK GUARANTEE(CEBG) The successful vendor shall have to furnish a CONTRACT EXECUTION BANK GUARANTEE(CEBG) for 10% (TEN percent) of the Total PO value in the prescribed format within 30 days from the date of PO but before LC opening. CEBG shall be from the one of the consortium banks of BHEL or from a reputed bank and confirmed by any consortium banks of BHEL. All bank charges on account of issuance and confirmation of CEBG whether incurred in India or outside India will have to be borne by the vendor. CEBG shall be kept valid until 30 days after the date of Installation certificate, which will be issued on completion of Installation of equipment which includes Erection, Commissioning, Job proving, Performance tests, Training to operators etc. as prescribed in PO.Under all circumstances, CEBG shall be kept valid, till the PBG becomes operational. If the supplier fails to submit the CEBG even within 60 days from the date of PO, BHEL reserves the right to cancel the PO and forfeit EMD given by the supplier. In addition, in such case, action will be initiated in line with extant guidelines for Suspension of Business Dealings with suppliers.		
i	CEBG may be given in the form of Cash/Demand Draft, to be deposited in favour of BHEL Ramachandrapuram		
ii	Note: In case of non submission of CEBG within two months, BHEL shall charge @ 1.5% per month on the CEBG amount for the delayed period portion beyond 2 months and deduct the same in the final bill.		
5	Warranty / Guarantee Period: Equipments shall be guaranteed against workmanship, materials used, design and performance should be for a period of 24 months from the date of Commissioing of the equipment, unless otherwise stipulated in the specification.		
	Loading Factor for non-acceptance of Guarantee Period: Less than 12 months from commissioning will attract loading of AMC charges for difference of quote with warranty / guarantee period. Example: If a Supplier provides 6 months guarantee period, in place of 12 months, then the difference of 6 months will be loaded with AMC charges of 4% per annum for difference period of 6 months i.e. 2 % of total cost will be loaded for evaluating lowest bidder.		
6	Penalty for Delay in "Supply" & "Installation": of penalty for delay in "Installation" of the equipment, the duration will be reckoned from the date of intimation by BHEL to vendor for readiness of site. Penalty for Delay in "Supply" and / or "Installation" will be applicable for the delays attributable to vendor. Penalty will be considered separately for "Supply" & "Installation". Rate of penalty for delayed supply shall be at the rate 0.5% per week of delay of total PO value (supply + Installation) in supply subject to max. of 10% of total PO value (supply + Installation). The Rate of penalty for delayed Installation shall be at the rate 0.5% per week of delay of total PO value (supply + Installation) in Installation subject to max. of 10% of total PO value (supply + Installation). Max. penalty for delay in "Supply" & "Installation" together shall be limited to 15% of total PO value (supply + Installation). In case PO includes more than one machine, the penalty shall be at the rate 0.5% per week of delay on total PO value (supply + Installation) for the delayed machine. Loading on account of non acceptance of penalty for delayed supply and / or Installation, the offer the bidder shall be loaded to the extent to which it is not agreed by the bidder.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
	Loading Factor for non-acceptance of Penalty Clause: It will attract maximum 10% loading on the offer and accordingly proportionate percentage will be loaded for accepting less percentage of penalty clause. Example: If the Supplier has accepted for maximum 5% penalty clause, then balance 5% will be loaded on supply value for evaluating lowest bidder. Penalty amount so determined along with applicable GST thereon shall be recovered.		
7	Performance Bank Guarantee (PBG): The Supplier shall submit a PBG for 10% of the contract value valid for 30 days beyond Warranty / Guarantee period. Please refer clause: H of Instructions. Offers with non-acceptance of Performance Bank Guarantee caluse are liable to be rejected. Offers with less acceptance of PBG than the specified period		
	and or value shall be loaded proportionately, during evaluation of the lowest bidder.		
8	Erection & Commissioning (Installation) Schedule: Supplier to specify clearly the time period for erection & commissioning of the equipment starting with date of intimation by BHEL regarding site readiness. The bidders should quote their earliest schedule against the schedule indicated in the NIT(Tender Schedule)		
9	Erection & Commissioning (Installation) Charges: Erection & Commissioning value will include services to be rendered at BHEL like Erection, Commissioning, Job proving, perfomance testing, training to opertors etc. Installation value should be quoted separately by bidders. Only in case where quoted value is less than the value (in %) specified in the NIT or separate Installation values are not mentioned in the offer, value for Installation portion shall be deemed to be considered as the value indicated in NIT and accordingly supply value will be adjusted from that quoted value and balance will be released as Installation payment.		
10	Essential / Mandatory Spares: Supplier to specify clearly the charges of Essential / Mandatory Spares in the form of Extra only (Itemized breakup shall be given). Requirement of technical specification need to be complied with.		
11	Validity: Supplier to mention clearly the validity of the offer [Minimum 180 days from tender opening date].		
12	Risk Purchase: If the vendor fails to deliver the goods beyond penalty period specified in the Purchase Order, BHEL will be entitiled to terminate the contract and to purrchase elsewhere at the risk and cost of the supplier either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the delivery period mentioned in the Purchase Order. BHEL reserves the right not to consider offers from vendors not accepting the above Risk Purchase terms.		
13	Reverse Auction: BHEL intends to Finalize the Tender through Reverse Auction. Please furnish the details as requested below along with the confirmation to RA. BHEL reserves the right to decide the tender through Reverse Auction (RA) route. BHEL will decide (after technical bid opening), at its discretion, to process the tender through Reverse Auction or by opening price bids. Vendors are advised not to quote higher prices in price bid, presuming that there will be an opportunity to reduce the same during Reverse Auction. In case BHEL decides to process the tender by opening the price bids instead of Reverse Auction, there is no provision for revising the quoted prices and vendors may lose the opportunity in view of the higher prices, if any, quoted by them. BHEL reserves right to reject the offers not accepting for RA.		
13.1	Name of the Representative participating in the RA:		
13.2	Address of the Company:		
13.3	Landline No.:		
13.4	Fax No.:		
13.5	Mobile No.:		
13.6	E-Mail Id		
14	DECLARATION: VENDORS SHALL GIVE A DECLARATION THAT PARTICULAR COLUMNS GIVEN IN THE NIT DOCUMENTS HAVE NOT BEEN ALTERED BY THEM		
15	PDI inspection: PDI Invitation shall be given before the Purchase order delivery date and PDI shall be completed 15 days before the P.O. delivery date. Vendor to Confirm.		

S/N	BHEL Standard Terms	Supplier Confirmation	Deviation
16	Price, invoicing and payment:-		
	The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the		
	place specified by the purchaser and are exclusive of all applicable taxes, duties etc., except for those specifically agreed by the Purchaser. Invoices shall		
	be submitted bearing the Purchase Order number & date, item number/s and supporting documents as called for in the Purchaser order.		
	The direct payments (including LC/documents through Bank on collection basis), shall be made by E-payment mode and not by cheque /bank drafts except		
	in special circumstances. Vendors shall furnish the E-payment particulars in the prescribed formats duly authenticated by their respective Bankers, If not		
	got registered earlier with the Buyer.		
	. Invoice has to be raised quoting HSN Code of Goods or Accounting Code of Services. Invoice should mention BHEL-HPEP-HYDERABAD GSTIN:		
	36AAACB4146P1ZG or GSTIN of BHEL Nodal Agency as mentioned in PO.		
17	Taxes & Duties (RATE TO BE INDICATED by the bidder against the space provided)		
i	Indigenous Purchase:		
ii	The Taxes as applicable shall be quoted in the following manner.		
iii	IGST/CGST/SGST/UTGST: Rate of Tax to be quoted as extra in %		
iv	Vendor to indicate HSN of Goods or SAC of Services.		
V	NOTE: Bidders to ensure correct applicability of IGST/CGST/SGST/UTGST based on the Inter / Intra state movement of goods.		
vi	Taxes prevalent on the contractual delivery date or the actual delivery date (incase of delay) which ever is lower shall be applicable paid.		
••	In case Bidder has opted for GST Composition Scheme, the same may be stated explicitly both in their technical and price bids.		
	The date blader has opice for our position our cine, the same may be stated explicitly south in their technical and price stas.		
vii	Any other taxes & duties not covered anywhere above may be indicated separately.		
viii	Taxes deducted at source:		
ix	TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates,		
	the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		
х	Foreign Purchase (Imports):		
хi	The offered price shall be inclusive of all the Taxes and duties as applicable in country of bidder / country of dispatch for the quoted CIP price.		
xii	Taxes deducted at source:		
xiii	TDS as per the extant statute shall be recovered. In case vendor does not provide PAN details/concessional certificates, the TDS deduction		
	shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.		
18	RIGHT OF REJECTION (NON- PLACEMENT OF PO:		
i	BHEL reserves the right to accept or reject any or all bid/s in full or part without assigning any reason whatsoever		
19	If Bidder is distributor/dealer of the OEM (Original Equipment Manufacturer), please enclose valid Authorisation letter issued by the OEM in the techno-	Vandar to Englace & write Englaced	
19			
	commercial bid.	(If Bidder is OEM, write "Not	
		Applicable-OEM" here)	
20	Un-Priced Bid	Vendor to Enclose enclose Un-Priced	
		bid and shall write "Enclosed" here	
		15.1	
21	Address on which PO is to be relased	Vendor to specify the compelte	
		Address along with the Land line	
		number and Fax number	
22	Contact Details	Vendor to furnish the name, E-mail	
		ID and mobile number of the person	
		for correspondance	
23	EMD & TENDER FEE	Vendor to enclose the Xerox copies	
		of DDs of Tender Fee & EMD along	
		with the Original DDs. In case of SSI	
		/NSIC regsitered Units, Bidders shall	
		enclose relevant certificates.	
	Note : The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection. Also refer		
	Annexure -A for important general instructions and also do's & don'ts before submitting the offer.		

INSTRUCTIONS TO BE COMPLIED BY THE SUPPLIER STANDARD TERMS & CONDITIONS FOR PROCUREMENT OF CAPITAL EQUIPMENT

A QUOTATIONS:

BHEL's requirement is for capital use. Signed & Sealed offers are invited for the Scope of Supply of goods and Services or both as detailed in the enquiry. Relevant enclosures/supporting documents / catalogue, if any shall be enclosed to the technical offer. Bidder can also submit offer through email at their own risk. The offer is to be submitted in two parts. Technical offer to be submitted to mail ID technicalbid_hyd@bhel.in, and price bid to be submitted to mail ID pricebid_hyd@bhel.in as an attachment only. Interchanging the information in the mails may lead to rejection of the offer. Supplier shall have no claim on email offers sent on any other e-mail ID. In case of e-mail offers, the mail subject should contain Enquiry No. Due date and Supplier name, Supplier address including contact details shall be mentioned in the content of the mail. Without these details offer is liable for rejection.

Offers addressed to DGM/CMM, Vendor Complex, BHEL, Hyderabad must be sent in a sealed cover on which tender enquiry number and the due date shall be super subscribed and sent by appropriate mode to above address or dropped in tender box located at vendor complex on or before the specified time and date of submission of offers, preferably in the bidder's envelope. For e-mail offers please follow the procedure: Two part bid consisting of i)Techno-commercial Bid - (Part-I), with all technical specification & scope including bill of material etc., EMD (where applicable) and unpriced bid with all applicable Commercial Terms and Conditions, rates of agency commission , duties, taxes and other charges, except the price, super scribing enquiry No. (Techno-Commercial Bid) and due date Signed and Stamped Terms and conditions of contract, if any is required to be attached along with Techno-commercial Bid - (Part-1) AND ii) Price Bid (Part-II), containing ONLY the price (including agency commission, if any) and the applicable duties/taxes/other charges shall be kept in a separate sealed cover super subscribing Enquiry no. (Price bid) & due date. Both these covers shall be kept in a Third cover super subscribing Enquiry no. & due date. All techno commercial terms & conditions mutually agreed prior to price bid opening shall prevail and supersede any terms and conditions specified otherwise in price bid.

- Cover I TENDER COST AND E.M.D.:Tender Cost & EMD, as specified in the tender schedule and if called for are to be deposited in the form of Cash*(as permissible under Income Tax Act)/Demand Draft/Pay Order, in favour of M/s. Bharat Heavy Electricals Ltd., Ramachandrapuram, Hyderabad 502 032 for value of tender document & EMD along with a covering letter. These are to be submitted in a sealed cover. D.D. towards Tender Cost is non-refundable. In case of foreign bidders e-payment for EMD/tender cost is acceptable i)EMD by the tenderer will be forfeited as per the tender document s(schedule), if the successful bidder/vendor refuses to honor the order after award of the same on him and/or withdraws his bid and/or unilaterally changes the offer and/or any of its terms& conditions within the validity period or fails to submit CEBG even within 60 days from the date of PO. ii)EMD given by all unsuccessful tenderers shall be refunded on acceptance of award/LOI/PO by successful tenderer.EMD of successful bidder shall be returned after submission of Contract Execution Bank Guarantee.(CEBG).iii)EMD shall not carry any interest.*Cash shall be submitted by prspective vendor only at BHEL-RC Puram cash office and receipt shall be kept in the envelop.
 - a) Central / State PSUs / Government departments(Only EMD is exempted, Tender Cost to be submitted)
 - b) Micro and Small Enterprises (Tender documents cost & EMD are exempted)

NOTE: All MSME/SSI Units are exempted from the payment of EMD & Tender documents cost. MSME/SSI units shall enclose in their Techno-Commercial bid a) attested Valid NSIC Certificate (or) b) attested Enterpreneurs Memorandum (EM) part II certificate (with deemed validity of five years from the date of issue of acknowledgement in EM II) (or) c) attested EM II certificate with Chartered Accountant certificate applicable for the year, certifying that investment in Plant & Machinery is within the permissible limits as per MSME act for relavant status (Micro or Small), where the deemed validity of EM II is over. If Bidder fails to submit/enclose above specified certificates, their Offer will be considered as non MSME/SSI unit and failure to non-submission of DD towards EMD & Tender cost will leads to rejection of their Offer.

**Beneficiary Name:Bharat Heavy Electricals Ltd. Beneficiary Address:Ramachandrapuram,Hyderabad, 502032, Beneficiary Ph. No:(+91 40)23182235, Name Of the Bank:State Bank of Hyderabad, Branch Address::Ramachandrapuram,Hyderabad, 502032,Branch Code:075,A/C No:00000062048154115, A/C Type:Current Account, IFSC No(For NEFT & RTGS):SBIN0020075,MIRC:500002370, Bank's Telephone No:(+91 40)23022210, Bank's Fax No:(+91 40)23022210

Soft copy of the DD towards EMD and Tender Fees shall be uploaded in e-tender portal and hard copy shall be submitted to Dy.GM/CMM-Pur, Admin building 4th floor ,BHEL Ramachandrapuram,Hyderabad, 502032

- 3 Cover II (Part-I): TECHNICAL-CUM-COMMERCIAL AND UN-PRICED BID:
- (a) This consists of complete technical details, catalogues, drawings and all commercial terms. Money values must not be indicated i.e. **un-priced bid**. These are to be submitted in a sealed cover.

- (b) The following formats / documents are to be filled up and submitted:
 - (i) Filled in Technical Specification (Format enclosed), (ii) Filled in Standard Terms & Conditions for Procurement of Equipment (Format enclosed), (iii) Un-Priced Bid [In the formats of Technical Specification / Scope and typical Annexures, confirming that the prices are quoted in price bid], (iv) Declaration with regard to Registration with BHEL (Supplier Registration Form to be filled and submitted online through our website www.bhel.com), (v) The rating of the company by an international credit rating agency (As per point no 3 of important instructions while preparing techno-commercial), (vi) All relevant enclosures of above documents / formats, (vii) Complete technical / commercial details along with catalogues / instructions and (viii) Shipping weight and cubage (length, width & height) size of packing.
- 4 | Cover III (Part-II) : PRICE BID:
- (a) Prices are to be indicated as per Un-Priced Bid as per detail as well as in conformity with terms as submitted in Part-I. Bidders are required to quote as per enclosed format. All applicable taxes and duties are to be indicated clearly in the offer. The comparison between indigenous and foreign bids shall be done based on landed (FOR DESTINATION) price basis. Processing of any optional item is at the discretion of BHEL. Offer with any preconditions for price will be rejected.
- (b) The bidders should submit their best price at this stage itself. They will not be allowed to revise the price during validity period.

B GUIDELINES:

- 1 Soft copy of DD superscribing TENDER FEE & EMD along with Tender Number, Tender Due Date & Name of the Supplier. and technical part, including all commercial terms (except price) and un-priced bid.
- The cost of tender documents as well as techno-commercial bid, will be opened first. Non-receipt of D.D. for the tender cost and EMD will lead to rejection of offer.
- The Technical-cum-Commercial offer will be discussed, finalised and only then the price bid of the technically acceptable offers will be opened.
- If a Supplier submits only one soft copy containing either techno-commercial bid or price bid or one combined soft copy bid i.e. techno-commercial bid & price bid together, the offer is liable be rejected. Non-receipt of D.D., for tender cost & EMD is likely to lead for rejection of the offer.
- If a Supplier is not interested to participate in a tender for which enquiry was either forwarded or purchased by them, supplier has to inform the same through a "REGRET LETTER" before opening date, by e-mail or letter. If not complied the concerned Supplier may not be considered for future requirements.
- 6 BHEL reserves its right to reject / load any offer which is having deviations to BHEL Specifications, Standard Terms & Conditions.
- 7 All the bidders are to submit their offers by filling in the format of the BHEL tender documents.
- 8 Tenders should be duly signed and stamped and free from Corrections and Erasures. Corrections, if any, must be attested.
- 9 Tenderers are to know the applicable laws of Government of India and applicable taxes and duties.
- 10 In case of price bid, price break-up should be in line with technical specification / scope of the tender.
- In case of Technical-Cum-Commercial bid, un-priced bid has to be used to indicate relevant commercial implications without indicating price. Terms & Conditions of Letter of Credit (L/C) are indicated herein for acceptance.
- The equipment offered shall be strictly conforming to the specification and for complete unit including accessories (if any) and spares as per Tender.
- 13 No offer for individual accessories or part of equipment will be accepted.
- 14 Supplier shall bear the L/C confirmation charges in case of confirmed L/C amended on his request.
- 15 Bank charges out side India are to the Supplier's account.
- In case of L/C extension caused by delays, attributable to the Supplier, the L/C extension charges are to be borne by the Supplier.
- Any free replacement due to short supply or warranty replacement will attract customs duty etc. All such extra expenditure to BHEL will be recovered from Supplier. Otherwise the same will be recovered from 20% balance payment, from agency commission, etc.

- Quotation for recommended spare parts as per O&M with break-up for two years should be indicated in the offer as essential spares. In order to arrive at the lowest offer, BHEL will include cost of essential spares in the total cost unless specified otherwise in Technical Specification / Approved Scope.
- 19 In the event that if any essential spares are not quoted though the same has been asked for and subsequent it is found that this is required, then BHEL reserves its right to recover any consequential loss due to the machine failure during 2 years from the Equipment Supplier.
- 20 Supplier will have to ensure deputation of their Engineers for Erection & Commissioning or for attending to any complaint during warrantee / guarantee period within 15 days' of intimation. In case of delay BHEL reserves the right to get the job completed at the risk and cost of the Supplier. This does not amount to breach in contract clause by BHEL.
- 21 BHEL reserves its right to reject an offer due to unsatisfactory past performance during tender finalisation / execution of a contract at any of BHEL projects / units. BHEL will do the performance evaluation as mentioned at Clause:13 in the Standard Format.
- 22 Income tax which is to be deducted at source on E & C Charges / Services Charges / Technical Fees are to be borne by the Supplier / Service Provider.
- BHEL will have the option to pre-inspect the machine / equipment at Supplier's works by BHEL's own inspector or by third party agency appointed by BHEL but that does not absolve the Supplier from giving the performance as agreed upon. The final inspection will, however, be carried out at BHEL's works at Hyderabad.
- Pre inspection & Training to BHEL Staff: Travel & other local stay cost for the Engineers sent by BHEL will be to BHEL account. Any training charges either at Suppliers' works or any other place will be borne by the Suppliers.
- 25 The manufacturing progress will have to be furnished to BHEL periodically in the form and manner required by BHEL.
- Supplier must submit with their offer, list of Customers [with their full address including detail of contact person with phone no., fax no. & e-mail ID (if any)] to whom they have supplied same / similar machine in the past five years. The date of supply should also be indicated. This is applicable unless specified otherwise in Technical Specification.
- The quotation should be valid at least for a period of 180 days from the tender opening date. Price quoted should be on firm price basis. Price Variation Clause within this period will not be entertained.
- 28 The quotations including the price bids of technically qualified tenderers will not be returned back under any circumstances.
- 29 Tenders will be received upto 11.00 Hours on the said due date and will be opened on the same day at 13.00 Hours.
- 31 Tenders received after due date and time of tender opening shall be treated as LATE tenders (irespective of the mode of dispatch) and will not be considered for evaluation.
- 32 | Five (5) sets of Operation & Maintainance Manual shall be supplied along with the equipment.
- Complete Technical-cum-Commercial offer should be submitted in two sets, one original and another copy. The offer should invariably contain Signature & Office Stamp of the Supplier.
- The Suppliers are resposible for design of the foundation and ensuring correctness of the foundation prior to Erection & Commissioning of the equipments.

C BASIS OF EVALUATION OF LOWEST BIDDER:

Evaluation of lowest bidder will be made considering the price of the basic equipment, cost of accessories, essential spares, training charges, erection and commissioning charges, component prove-out charges, CIF charges (if any), applicable taxes and duties, applicable freight and insurance charges (Insurance upto BHEL Hyderabad) and charges associated with any other items / services mentioned specifically in the tender. Optional items / services will not be considered for the purpose of evaluation unless or otherwise these are mentioned / communicated to the participating qualified Suppliers.

- 2 For the purpose of comparing prices, tender prices shall be converted to Indian rupees . For evalution, exchange rate (TT Selling Rate of SBI) as on scheduled date of tender opening (Part I bid in case of two part bid) shall be considered. This exchange rate will be followed till placement of order.
- 3 Placement of order will be considered only for lowest offer on Total Cost to BHEL basis.
- With respect to conformance to BHEL's tender document, if any Supplier's offer is found to be incomplete in respect of quoting against any items / services, BHEL will have the option of loading such offer with the highest quote submitted by other participating Supplier in the tender. For example, if the offer of a Supplier does not include cost for Spares / FOB Charges / Training Charges, etc., highest price offered by others will be loaded to evaluate the lowest bidder. But the order will be placed on the price quoted by the party without affecting the scope of supply.

D TERMINATION CLAUSES:

- 1 BHEL has a right to cancel the order for delay in supply beyond penalty period without any monetary or legal obligations.
- Obtaining the Export Licence, if required, is the responsibility of the Supplier. In case of delay in supplying the equipment in time, due to this reason, BHEL has a right to cancel the order without any monetary / legal obligation. To this extent Supplier has to give the undertaking and BHEL has a right to encash Contract Execution Bank Guarantee(CEBG).

E INDIAN AGENT:

- BHEL shall deal directly with foreign vendors, wherever, for procurement of goods, However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines which require mandatory submission of an Agency Agreement.
- 2 It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time
- The Agency Agreement should specify the precise relationship between the foreign OEM/foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- Tax deduction at source is applicable to the agency commission paid to the Indian agent as per prevailing reles.
- In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives/ associate/ consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- The "Guidelines for Indian Agents of Foreign Suppliers" enclosed.
 - The supply and execution of the Purchase Order(including indigenous supplies/service) shall be in the scope of the OEM/ foreign principal. The OEM/foreign principal should submit their offer inclusive of all indigenous supplies/services and evaluation will be based on 'total cost to BHEL'. In case OEM/foreign principal recommends placement of order(s) towards indigenous portion of supplies/services on Indian supplier(s) agent on their behalf, the credentials/ capacity/capability of the indian supplier(s)/agent to make the supplies/services shall be checked by BHEL before opening of the price bids as per teh extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. It will be the responsibilty of the OEM/foreign principal to get acquainted with the evaluation requirement of Indian supplier/agent as per SEARP available on www.bhel.com.

F BANNED VENDORS

The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

G CONTRACT EXECUTION BANK GUARANTEE (CEBG):-

- The CEBG shall be for the due and faithful performance of the Contract and shall remain binding not withstanding such variations, alternations or extensions of time as may be made, given, conceded or agreed to between the Supplier / Vendor and BHEL under these Terms & Conditions or otherwise.
- The CEBG furnished by the tenderer will be subject to the terms and conditions of the Contract finally concluded between the parties and the BHEL will not be liable for payment of any interest on the CEBG or any depreciation thereof.
- 3 Non-acceptance of CEBG is liable to reject the offer. The successful bidder shall be required to furnishCEBG within two months of the acceptance of LOI/P.O.

Note: In case of non submission of CEBG within two months, BHEL shall charge @ 1.5% per month on the CEBG amount for the delayed period portion beyond 2 months and deduct the same in the final bill.

TheCEBG should be furnished as per proforma enclosed in Annexure-BG. The CEBG shall be in the currency of the purchase order. The CEBG from foreign suppliers should be from any Bank of international repute. same should be confirmed by our consortium bank in India and are payable in India.. The CEBG shall be refunded / bank guarantee released on application by contractor after commissioning of the equipment and after it has discharged all his obligations under the contract and produced a certificate from BHEL, certifying due completion of the work and submitted a 'No Demand Certificate'.

H PERFORMANCE BANK GUARANTEE:

- Performance Bank Guarantee should be as per proforma enclosed in Annexure-PG. The PBG shall be submitted along with joint protocol as per Annexure-V for effecting the balance 20% payment.
- 2 Performance Bank Guarantee of foreign suppliers should be confirmed by our consortium bank in India and are payable in India..
- 3 Performance bank guarantee shall be released on application by the Contractor after commissioning of the equipment and after he has discharged all his obligations under the Contract and produced a certificate from BHEL, certifying due completion of the work.

I GUIDELINES FOR ACCEPTING BANK GUARANTEES

- 1 As far as possible the Bank Guarantee should be from any of the BHEL Consortium Banks (Annexure-VI)
- 2 BGs of PSU Banks in addition to consortium banks only are acceptable for indigenous suppliers.
- 3 In case of BGs issued by non-consortium PSU Banks the same are to be enforceable at Hyderabad
- 4 In case of Bank Guarantees issued by Foreign Banks, the same should be confirmed by our consortium bank in India and are payable in India. In exceptional cases where no consortium Banks are available the Bank Guarantee should be attested by Indian Embassy and to be registered in India.
- Bank Guarantees to be submitted by the suppliers towards CEBG or performance bank guarnatee should be sent to BHEL, Hyderabad directly by the issuing Bank under Registered Post (A/D) only.

J TERMS & CONDITIONS FOR LETTER OF CREDIT (L/C):

- Signed Commercial invoice in quadruplicate, for a value not exceeding the draft amount, quoting the above import Licence No and certifying goods evidencing shipment / airfreight of the above merchandise are as per Applicant's Purchase Order. The amount of invoice after deducting Indian Agent's commission, if any, should not exceed the Credit amount. The Indian agent's commission, if any, is payable in India in Indian rupees only calculated based on the conversion rate on the date of opening the tender.
- 2 | Certificate of Country of Origin, issued by an independent third party like Chamber of Commerce.
- One set of Original and two sets of Non-negotiable copies of 'signed', 'clean on board' Ocean Bill of Lading of a Conference Line Vessel, showing Government of India Account M/s. Bharat Heavy Electrical Ltd, Unit:HPEP, Ramachandrapuram, Hyderabad as consignee (The opening bank should not be notified as consignee), marked freight prepaid / payable at destination, OR Airway Bills / Air consignment notes / House Airway Bills showing the applicant as the consignee and marked freight prepaid / payable at destination, indicating flight number and date.

- 4 Packing list in 4 copies in English, indicating dimensions of each case / bundle / piece shipped, with weight and number of items it contains.
- Certified copy of the cable / fax sent by the beneficiary to the applicant (Fax No. 0091-40-23183282) giving the following particulars of shipment, as the insurance is to be arranged by the Applicant in India: (a) Purchase Order number & date; (b) Bill of Lading No & date / Airway Bill No & dated and Flight no & date; (c) Name of vessel; (d) Port of Loading; (e) No of case / pieces and weight; (f) Invoice no, date and value (g) Purchase Order item number's despatched. The cable / fax is to be sent within 3 days of shipment.
- Beneficiary's certificate showing the relevant airmail / courier reference no and date that the following clauses have been complied with:
- 7 (a) Beneficiary should forward by Registered Airmail / Courier one complete set of original documents and one set of non-negotiable documents within 3 days of obtaining shipping documents to Regional Manager (ROD), Bharat Heavy Electricals Ltd, World Trade Centre, Cuffe Parade, Colaba, Mumbai 400 005, India (Fax No. 0091-22-22187850 / 22180748)
 - (b) Beneficiary should forward 3 copies of complete set of non-negotiable documents to the Officer who released the Purchase Order.
- 8 Declaration by the Supplier certifying that the contents in each case are not less than those entered in the invoices / packing list and that the invoicing for the supplies effected is strictly in accordance with agreed rates as stipulated in the Purchase Order.
- 9 Manufacturer's Inspection / Test certificate in triplicate.
- Manufacturer's Normal Guarantee / Warrantee certificate as per Purchase Order. The material should be guaranteed for a period of 24 months after putting into service.
- Certificate from Shipping company or its agent that carrying steamer is seaworthy and approved by Lloyds / Classification Societies / General Insurance Corporation of India from time to time.
- 12 Inspection / Test Certificate issued by M/s Lloyds Register of Industrial Services or as specified in the Purchase Order.

K | CONDITIONS FOR TRANSPORTATION:

- 1 All documents must show the Purchase Order No & Date, Import Licence No & Date, Letter of Credit No & Date.
- 2 Transhipment is Prohibited.
- 3 Loading on deck not permitted.
- A transport document which is produced or appearing to have been produced by reprographic, automated or computerised systems or as carbon copy will be accepted as an original document provided that it is marked as original and where necessary, appears to be signed.
- 5 The transport document must contain all the conditions of carriage on the original document.
- 6 The transport document must not indicate the place of destination as being different from the port of discharge.
- The transport document must not contain the indication 'intended' or similar qualification in relation to the vessel or other means of transport or port of loading or port of discharge.
- 8 The transport document must be issued by the carrier or his agent and not by any freight forwarder.
- 9 The transport document must not contain a provision that goods may be carried on deck.
- 10 Transport documents bearing reference by stamp or otherwise to costs additional to the freight charges are not acceptable.
- The Bills of Exchange must be dated and presentation of documents for negotiation must not be later than 21 days after the date of shipment / airfreight and in any case not later than the expiry date of the Credit.
- 12 Each case / bundle / piece should be painted with 4 " wide yellow colour strip around it for facilitating easy identification at port of discharge.
- 13 In case of consignments where individual items are listed in the packing list / Invoice, the price and values for each & every item should be indicated.
- L REVERSE AUCTION (RA) / ON LINE BIDDING ON INTERNET:

- 1 "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.". The General Terms & Conditions for RA are attached.
- 2 For the proposed reverse auction, technically and commercially accepted bidders shall be eligible to participate.
- 3 BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
- 4 BHEL will inform the Supplier in writing in case of reverse auction, the details of Service Provider to enable them to contact & get trained.
- Business rules like event date, time, Start price, bid decrement, extensions etc. also will be communicated through service provider for compliance.
- 6 Suppliers have to fax the Compliance form in the prescribed format (provided by Service provider) before start of Reverse auction. Without this, the vendor will not be eligible to Participate in the event.
- Based on the accepted commercial terms, BHEL will provide the calculation sheet (e.g., Excel sheet) which will help to arrive at "Total Cost to BHEL" like Packing & forwarding charges, Taxes and Duties, Freight charges, Insurance, Service Tax for Services, loading factors (for non-compliance to BHEL Standard Terms & Conditions), etc. for each of the Supplier to enable them to fill-in the price and keep it ready for keying in during the Auction. Suppliers have to confirm acceptance of the working sheet before the commencement of RA.
- 8 Reverse auction will be conducted on scheduled date & time.
- 9 At the end of Reverse Auction event, the lowest bidder value will be known on the network.
- The lowest bidder has to Fax the duly signed Filled-in prescribed format as provided on case-to-case basis to BHEL through Service provider within 24 hours of Auction without fail.
- Any variation between the on-line bid value and the signed document will be considered as sabotaging the tender process and will invite disqualification of Supplier to conduct business with BHEL as per prevailing procedure.
- 12 In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

M Arbitration & conciliation clause and Interest clause :

(I). 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, 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, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by head of the BHEL unit issuing the contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the parties. 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.

The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of clause 55, the courts at Sangareddy, Telangana State shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

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.

In case of contract with Public Sector Enterprise (PSE) or a Government Department, the following shall be applicable: In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be referred by either party for arbitration to the sole arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in—charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law and justice, Government of India. Upon such reference the dispute shall be decided by the Law secretary or the special Secretary or Additional secretary when so authorized by the Law secretary, whose decision shall bind the parties hereto finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the arbitrator.

(2) INTEREST CLAUSE:

"No interest shall be payable by BHEL on earnest money or security deposit or any money due to the contractor by BHEL."

N Force Majeure

The supplier shall not be considered in default if delay occurs due to causes beyond their control such as Acts of God, Natural calamities, Fire, Frost, Flood, Civil War, civil commotion, riot, Government Restrictions.

Only those causes that have duration of more than seven days shall be considered cause of force majeure.

Notification to this effect duly certified by local chamber of commerce/statutory authorities with supporting documents shall be given by the supplier to BHEL by registered letter/courier service immediately within 14 days time.

In the event of delay due to such causes the delivery schedule shall be extended for a length of time equal to the period of Force Majeure or at the option of BHEL the order may be cancelled. Such cancellation would be without any liability whatsoever on the part of BHEL.

In the event of such cancellation the supplier shall refund any amount advanced or paid to the supplier by BHEL and deliver back any material issued to him by BHEL and release facilities, if any provided by BHEL.

Note: The bidders should comply with the above Terms & Conditions. Non-adherence may lead to rejection. Framework Confidentiality Agreement Cum Undertaking as per Annexure II attached.

	Guidelines for Indian Agents of Foreign Suppliesrs
<u> </u>	Wherever the Indian representatives have communicated on behalf of their principals
	and the foreign parties have stated that they are not paying any commission to the
1.0	Indian agents, and the Indian representative is working on the basis of salary or as
	retainer, a written declaration to this effect should be submitted by the party
	(i.e.Principal) before finalizing the order.
2.0	Disclosure of particulars of agents/representative in India, if any
2.1	Tenders of Foreign nationality shall furnish the followign details in their offers:
	A. the Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of
	the agents/representatives in India if any and the extent of authorization and authority
2.1.1	given to commit the Principals. In case the agent /representative be a foreign company,
<u> </u>	it shall be confirmed wether it is existing company and details of the same shall be
	furnished.
212	B. The amount of commission/remuneration included in the quoted price(s) for such
2.1.2	agents/ representatives in India.
	C. Confirmation of the Tender that the commission/ remuneration, if any, payable to
2.1.3	his agent/ representatives in India, may be paid by BHEL in Indian Rupees only.
2.2	Tenders of India Nationality shall furnish the following details in their offers:
	A. The Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and adderss
	of the foreign principals, if any, indicatig their nationality as well as their status, i.e.
2.2.1	whether manufacturer or agents of manufacturer holding the Letter of Authority of the
	Principal specifically authorizing the agent to make an offer in India in response to
	tender either directly or through the agents/representatives.
222	B. The amount of commission/remuneration included in the price(S) quoted by the
2.2.2	Tenderer for himself.
	C.Confirmation of the foreign principals of the Tender that the
	commission/remuneration, if any, reserved for the Tenderer in the quoted price(s),
2.2.3	may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of
	the Project or suppliers of stores and spares in case of operation items.
	In either case, in the event of contract materializing, the terms of payment will provide
2.3	for payment of the commission/remuneraion, if any payable to the
	agents/representatives in India in Indian Rupees on expiry of 90 days after the
	discharge of the obligations under the contract.
	Failure to furnish corrrect and detailed information as called for in paragraph 1 above
2.4	will render the concerned tender liable to rejection or in the event of a contract
	materializing, the same liable to termination by BHEL. Besides this there would be a
	penalty of banning business dealings with BHEL or damage or payment of named sum.

This format is applicable only to Indian Suppliers/Agents supplying indigenous portion of * In all other cases, extant guidelines of SEARP,2010 are to be followed.

SEARP	
(SRF)	
Clause	
No	Detail
140	Name & address of the firm
1.0	Products/Systems/Services being considered for
2.0	General Information
2.2	Name of Chief Executive
2.3	Details of authorized signatory
3.0	Ownership Information
3.1	Type of firm
	Nature of Business
	1. Attach authorization letter and agency agreement from Principal (from whom
3.2	capital equipmet is procured)
	2. Attach copy of declaration from Foreign Principal for total guarantee/warranty of
	indigenous supplies
3.3	Year of establishment
3.4	Year of commencement of business
4.0	Registation particulars
4.1	Permanet Account No.
4.2/4.3	Sales Tax /Tin No
4.6	Service Tax No.(in case of E&C)
5.0	Organisation strength
6.0	Other particulars
6.1	If the company is already registered with other units
6.2	Directors/Partners, if related to any BHEL Employee
6.9	If any Ex BHEL Personnel employed by the Company
6.1	Details of pending legal issues with BHEL
6.1	Bank Account information
9.0	Financial information
9.6	Sales/Turnover details of last 3 years (or from the date of incorporation whichever is
0.0	less)

DO's & DON'T's (INDICATIVE LIST only)

Dos

1.	Dos	Consequence of non compliance
2.	Ensure that tender cost is submitted along with offer	Offer will be summarily rejected without notice.
3.	Sign on the covering letter	Offer will be treated as invalid and rejected
4.	Adopt the format given in the tender document for specification and commercial terms.	It will delay evaluation of tender and leads to a lot of avoidable correspondence
5.	Reference details, wherever sought, are to be given	This is very important for pre-qualification clause of the specification. Please ensure all related enclosures are attached.
6.	Use the format of Technical specification cum Compliance Certificate given in the tender documents only	May lead to wrong capture of document details. It may lead may also lead to rejection of the offer.
7.	Enclose Valid agency agreement copies along with the offer in case the foreign vendor wants to avail their services	Absence of / Invalid agency agreement will violate regulatory guidelines. Hence the offer will not be considered
8.	Submit the tender well with in the tender due date	Request for extension will be given at the sole discretion of BHEL.
9.	Accept Reverse Auction (RA) as it gives the vendor to fine tune their price offers	BHEL reserves the right to reject the offer, if RA is not accepted.
10.	Accept Standard BHEL commercial terms	Non acceptance will result in invocation of loading factors.
11.	All local vendors have to give statutory levies like ED/CST/VAT / Service tax/ Works contract tax clearly.	In the absence of these details vatable credits, which will have a bearing on tender priorities, will not be considered.
12.	Foreign vendors have to clearly understand the statutory levy clause in the commercial terms and conditions and note that Services rendered in India are subjected to service tax and Tax deduction at source clauses.	If the same is not accepted by vendor, it will be included in the

Dont's

1.	Dont's	Consequence of doing
2.		It will undermine bidder's competitive position and also affects transparency.
14	Don't enter into agency agreements with Indian agents after submission of offer.	Such agreements are invalid as per regulatory guidelines.
4.	market is acceptable, don't evaluate the technical offers of	Such correspondence will be perceived as litigatious in nature
		Optional items will not be considered for tender priority evaluation.

Important General Instructions:

- 1. Please read the instructions CAREFULLY.
- 2. BHEL <u>strongly believes</u> / prefers to <u>deal directly</u> with <u>OEM Vendors</u>. In the event prospective vendor desires to avail the services of Indian Agent, then the principal should ensure the compliance of regulatory guidelines, which require mandatory submission of

A copy of the agreement between principal and agent. (NOTE: In the absence of this agreement, Indian Agent status can not be accorded and the foreign vendor has to deal directly with BHEL).

Such agreement SHOULD fulfill the following:

- a. Agreement should be in place well before the enquiry date.
- b. It should clearly stipulate the services that are rendered and commercial consideration between them.
- c. It is the responsibility of principal to ensure that your Indian Agent is not representing any other Original Equipment Manufacturer (OEM) in this Tender i.e (Equipment) and to this extent they have to forward an undertaking. This is required because at any stage, if it is found, that your Indian Agent is employee of a banned agency or an employee of banned agent or representing more than one OEM in the same tender then your offer will be disqualified.
- d. Indian Agent will be paid in INR.

The above listed requirements are only indicative and any other conditions stipulated by regulatory agency will be sought while finalizing the tender. Only after meeting all the above requirement your Indian Agent will be recognised by BHEL. Or else it is not possible to accept any agent as your representative. And Correspondence will be directly held with you as far as this tender is concerned.

- 4. BHEL encourages prospective vendors to download the tender documents directly from the web as it is simple and time effective.
- 5. Please submit your offer well in time without SEEKING time extensions. As this enquiry is a part of tight schedule project (with monitoring by the ministry), tender due date extension will be an EXCEPTION & not a norm. Vendor has to give valid justification for their plea for extension and BHEL reserves the right to reject the request without any correspondence on the issue.
- 6. Tender due date extension / corrigendum, if any, will be published on the web-site of the company only. No separate communications will be sent to any body.
- 7. For any clarifications on the specifications or tender please email to :dsandeep@bhel.in.
- 8. Please accept BHEL commercial terms. In the event they are not acceptable please note that LOADING factors will be included in your price while finalizing tender priorities.

Important Instructions while preparing the techno commercial offer:

- 1. Please note that open tender is a two part enquiry and the techno commercial offer will be evaluated first.
- 2. Please note that Pre Qualification criteria are the most important clause in the specification cum compliance certification. Ensure that all details as sought in the said clause are given along with documentary proof wherever required. NOTE: BHEL will make independent verification with the information given under this clause.
- 3. Please forward a copy of Business Information Report incorporating the rating by an international credit rating agencies like DUN and Bradstreet or Credit Reform, which is a requirement under clause 11 of BHEL standard Terms and conditions for procurement of Capital Goods.
- 4. Please ensure that Page numbers are given to your offer and the covering letter is duly signed.
- 5. Please DO NOT give PRICE DETAILS in the techno commercial offer, as the offer will be liable for rejection.
- 6. Please ensure that offers to technical & commercial terms are given in the format given by BHEL only. Please do not make any changes in the format, but only give your offers in the "Supplier confirmation" column. Any remarks are to be given in "Deviations" column only.
- 7. If any changes are noticed subsequently to the format itself, the same shall be construed as derailing the tender process, and will be dealt accordingly.

ANNEXURE - VI

LIST OF CONSORTIUM BANKS:(OMI-219)

2. ABN Amro Bank N.V.			
3. Bank of Baroda			
4. Canara Bank			
5. Citi Bank N.A.			
6. Corporation Bank			
7. Deutsche Bank			
8. HDFC Bank Ltd.,			
9. The Hongkong and Shanghai Banking Corpora	tion Ltd.		
10, ICICI Bank Ltd.			
11. IDBI Ltd.			
12. Punjab National Bank			
13. Standard Chartered Bank			
14. State Bank of Travancore			
15. State Bank of Hyderabad			
16. Syndicate Bank.			
17. Allahabad Bank			
18. Andhra Bank			
19. Bank of India			
20. Bank of Maharastra			
21. Central Bank of India			
22. Dena Bank			
23. Indian Bank			
24. Indian Overseas Bank			
25. Oriental Bank of Commerce			
26. Punjab & Sind Bank			
27. UCO Bank			

30. Vijaya Bank

28. Union Bank of India29. United Bank of India

1. State Bank of India

31. State Bank of Bikaner & Jaipur

32. State Bank of Indore (merged with SBI)

33. State Bank of Mysore

34. State Bank of Saurastra