

Bharat Heavy Electricals Ltd.,
Electronics Division,
Mysore Road, Bangalore – 560 026

Tender Document for " Supply and E&C Support services for Large Video Screen System for Ennore 2X660MW Project (Ref. NKR0000225)

| | |
|--|---|
| TENDER REFERENCE DOC | NKR0000225 |
| TENDER DOCUMENT AVAILABLE FROM | Refer eprocurement system (EPS) website |
| LAST DATE AND TIME FOR SUBMISSION OF TENDER | Refer eprocurement system (EPS) website |
| DATE AND TIME FOR TENDER OPENING | Refer eprocurement system (EPS) website |
| SUBMISSION OF TENDER | Bidder to submit tender in E-procurement site : https://bheleps.buyjunction.in/ . Refer instructions give in tender document for offer submission of bid in E-procurement site. Service provider: M-junction |

This Tender Document Contains documents as per below index:

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| Contact Person at BHEL: | | ISAAC K T - DGM/PURCHASE(CE-MM-PR) Ph: 080-26998901 Email - isaac@bhel.in SAVITHA B - DGM/PURCHASE(CE-MM-PR) Ph: 080-26998653 Email - savitha@bhel.in |
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REQUEST FOR QUOTATION

BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division
PB No. 2606, Mysore Road Bangalore - 560026
INDIA

RFQ NUMBER: NKR0000225
RFQ DATE: REFER EPROCUREMENT SYSTEM
RFQ DUE DATE: REFER EPROCUREMENT SYSTEM

(for all correspondence)
Purchase Executive : Nilmani Kumar
Phone :080- 26998663
Fax : 00918026989227
E-mail: nilmanikumar@bheledn.co.in

| Sl No. | Material Code | Description | Qty | Unit |
|--------|---------------|--|-----|------|
| 1 | PR0900008044 | LVS for Ennore 2 x 660 MW- LVS system for Ennore 2 x 660 MW-unit as per PSPEC PS4042758 | 2 | Set |
| 2 | PR0900008036 | LVS for Ennore 2 x 660 MW-Common LVS system for Ennore 2 x 660 MW-Common as per PSPEC PS4042758. | 1 | Set |
| 3 | PR0900008028 | LVS for Ennore 2 x 660 MW-spare LVS system for Ennore 2 x 660 MW-Spare as per PSPEC PS4042758 | 1 | Set |

- i). This is only RFQ not an order.
- ii). In all correspondence quote RFQ No. & due date.
- iii). Quotation should remain valid for a minimum period of 120 days from due date.
- iv). In case of non-receipt of Quotation or regret letter for 4 consecutive RFQs you are liable to be removed from our vendors list.

Pre-Qualification Requirements (PQR) of Bidders for LVS System Integration, as a part of Offer:

| PRQ clause | Documentary evidence | Vendor compliance (yes/no/remarks) |
|--|---|--|
| 1. The vendor shall be an Original Equipment Manufacturer (OEM) or their authorized dealers in India. 2. An authorized Representative/Dealer in India cannot quote for the same equipment from more than one OEM. | 1. An authorization letter from OEM to be submitted in case of authorized dealer. | 1. Authorization letter attached as part of PQC (yes / no) 2. Make Quoted: ----- |
| 3. The offer shall be only for Standard Catalog Items from the manufacturer and not custom-made. | Standard Catalogs and Datasheets of the manufacturer for all the items in line with specification to be provided as part of technical offer. | Documentary evidence provided as part of technical offer (yes / no) |
| 4. Offer shall be for new equipment and not for any refurbished / used equipment. All the parts used shall also be new and not used / refurbished | A declaration to the this effect to be furnished | Declaration letter provided as part of PQC (yes/no) |
| 5. Foreign OEM shall have Authorized India dealer(s) / representative(s) for after sales service and support | The authorization letter for the dealer/representative shall be provided | Authorization letter attached as part of PQC (yes / no) |
| 6. The vendor or their authorized service representatives shall have trained engineers in India for commissioning and service for the offered equipment and shall be in a position to provide prompt after sales services and spares support for our installations | | Compliance to the PQC clause (Yes/ No) |
| 7. The vendor shall be in a position to undertake AMC or provide service support for the equipment supplied, after the expiry of the warranty / guarantee period either directly or through a service representative. | | Compliance to the PQC clause (Yes/ No) |
| 8. The vendor/OEM shall have experience of LVS system consisting of LVS screens and display controllers for any major project (Industry- Power/Process) in India during last 5 years prior to the date of this RFQ/tender. | Submit reference list of Projects wherein offered system is supplied & commissioned, along with details and Year of Commissioning of the LVS system. Also copies of purchase order and dispatch | a) Provided PO copies, dispatch documents and commissioning/installation certificate/MoM as proof of commissioning for three similar completed supplies as per PQC clause 8 a) (Yes/ No) |

| | | |
|---|---|--|
| <p>Minimum any one of the following criteria is to be satisfied.</p> <p>a) Three similar completed supplies equivalent to 40% of this tender quantity (in this case, video walls consisting of minimum 6 video screens/LVS and 1 controller).</p> <p>b) Two similar completed supplies equivalent to 50% of this tender quantity (in this case, video walls consisting of minimum 7 video screens/LVS and 1 controller).</p> <p>c) One similar completed supplies equivalent to 80% of this tender quantity (in this case, video walls consisting of minimum 11 video screens/LVS and 2 controllers).</p> | <p>documents should be mandatorily furnished for proof of the above</p> | <p>Or</p> <p>b) Provided PO copies, dispatch documents and commissioning/installation certificate/MoM as proof of commissioning for two similar completed supplies as per PQC clause 8 b). (Yes/ No)</p> <p>Or</p> <p>c) Provided PO copies, dispatch documents and commissioning/installation certificate/MoM as proof of commissioning for one similar completed supplies as per PQC clause 8 c) (Yes/ No)</p> |
|---|---|--|

Before submission of offer for Technical/commercial clarification, please contact/discuss with BHEL-Engg(080-26998075)/MM(080-26998663) Department for clarification.

Note:

Makes approved by customer are Delta, Barco and Planar. On quoting any other make, Vendor has to submit credentials along with Pre- qualification bid for onward submission to M/s TANGEDCO for their review and approval. Offer shall be technically acceptable based on Make approval from customer and technical scrutiny/evaluation of the offer.



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Purchase Specification Large Video Screen for ENNORE (2 X 660 MW)

PS4042758

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PROJECT : ENNORE SEZ (2 X 660 MW)
CUSTOMER : M/s TANGEDCO
CONSULTANT : M/s DESEIN
EQUIPMENT : LARGE VIDEO SCREEN (LED BASED)

TITLE
Purchase Specification
Large Video Screen for
ENNORE (2X660MW)

Dept
Code
404

DRN.

NAME

SIGN

DATE

PREPARED

ARCHANA A T

22.01.2018

CHECKED

BIRENDER
NATH SHARMA

22.01.2018

APPROVED

PRAKASH D

22.01.2018



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REVISION HISTORY SHEET

| REV No. | DATE | NATURE OF CHANGE | REASON | PREPARED BY | CHECKED BY | REVIEWED BY |
|---------|------------|------------------|--------|-------------|------------|-------------|
| 00 | 22.01.2018 | FIRST ISSUE | --- | ATA | BNS | DP |
| | | | | | | |
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1. General:

Large Video Screen (LED Based) complete with projector, screen, Master Controller, Matrix Switcher and associated accessories shall be supplied for 2 Units and common system as per the following specifications:

- | | | |
|---|---|--|
| 1.1 Project | : | Ennore SEZ (2 x 660 MW) |
| 1.2 Location | : | 2 x 660 MW ENNORE SEZ Supercritical Thermal Power Project at Ash Dyke of North Chennai TPS |
| 1.3 Make of Equipment | : | Should be sourced from principals of Bidder |
| 1.4 No of LVS | : | 6 Nos (arranged as (5 X 1 + 1 x 1) arranged as a single video wall) in unit 2 Nos (arranged as a single Video wall) for Common System in Unit control room. |
| 1.5 Application | : | Display of Process Mimics/CCTV/Flame Camera's pictures etc |
| 1.6 DCS | : | Valmet DNA |
| 1.7 Control Room LAN | : | 100 MBPS/1 GBPS Ethernet, redundant media, hybrid Star network |
| 1.8 Operating System for LVS Workstations | : | Microsoft Windows 10 Enterprise IoT Edition, 64 bit |

2. Specification of Rear Projection module

| Specification | Remarks Yes/No or Deviation if any |
|---|--|
| The rear projection modules are based on Single Chip DLP Rear Projection technology 3 separate colour (Red, Green & Blue) LED lit, without any color wheel. | |
| The light source shall be LEDs of 3 different primary colors; Red, Green & Blue and not a single lamp using the LED as a light source. | |
| Shall have the scalability and upgradeability to be made up of multiple rear projection modules stacked up in rows and columns to achieve a display wall for better viewing ability in linear or curved configuration. | |
| Each Rear Projection Module shall be with a native resolution of 1400 X 1050 pixels and shall offer 16.7 million colors. It shall be rear serviceable to avoid the operator distraction | |
| The Visual Display Unit / Rear Projection Modules shall have in-built redundancy in LEDs, LED driver (power supply) and ensures redundancy at the light source level without any mechanical movement. | |
| In case an LED shorts or LED driver (power supply) fails, system shall ensure the image without any primary color loss | |
| a) The life of LED > 60,000 hrs. | |
| b) The brightness uniformity shall not be less than 95% ANSI 9. | |
| c) The contrast ratio shall be min. 1,600:1 or higher. | |
| d) The Aspect Ratio of each of projection module shall be 4:3. | |
| e) The projector brightness shall be 700 ANSI Lumens. The luminance on each rear projection module is 250 cd/m2. | |
| f) The screen shall have low inter screen gap to give seamless viewing experience. It shall be <0.2 mm | |
| g) During the useful lifetime of the illumination unit, there shall be real-time automatic color and brightness alignment of different projectors to a common target, resulting in a uniform display wall. The auto calibration system shall measure the hue of the color and adjust by the use of an internal spectrometer to measure the complete spectrum of each primary color, in order to derive the chromaticities | |

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with the highest accuracy

h) The real-time automatic color (brightness of color as well as hue) and brightness alignment shall be done in the background, without any downtime or temporary loss of content and need of external calibration devices.

i) The Projector shall support 2x DVI/Display Port/HDMI in and 1 x DVI out to have a flicker free image on the Large Screen Graphics Wall and support content redundancy.

j) The pixel clock shall be > 162 MHz on both the inputs.

k) Each cube shall have its own IP address to have the access from a standard web page from any WORK STATIONS over the Ethernet and shall communicate to a viewer via ethernet and it's IP address in star architecture to prevent communication loss. It shall have it's own webpage with status, health and configuration.

l) Power consumption for each Visual Display Unit / Rear Projection Modules shall be less than 250 watts in the economy mode.

m) As the LED lifetime drops by 50% if the LED junction temperature increases with 10°C, The LED cube shall have suitable and proven cooling Technology in order to guarantee the advertised lifetime.

3. Functions of LVS

| Specification | Remarks Yes/No or Deviation if any |
|--|---------------------------------------|
| a) Display of important data, graphics coming from the PC, Workstation, Video, SCADA, images from CCTV, IP camera etc in real time. | |
| b) To provide real time clear luminous view to share information to operators and visitors | |
| c) The 6 nos. Large Screen Graphics Wall of 84/80" diagonal size (5x1 + 1x1) shall be installed in the Control Room. The overall screen size shall be approx. 10000 mm (W) x 1500 mm (H). Design of LVS shall be in such a manner, that it can be installed in linear or curvature setup. | |
| d) The overall resolution of the 6 nos. graphics wall (5x1 + 1x1) shall be min. 8400mm x 1050mm pixels or better. | |
| e) The whole screen of the Large Screen Graphics Wall should behave as a single logical screen and the control of the same should be from a dedicated Graphical Control Unit (Controller) having a Keyboard & mouse. However it should be possible to control & monitor the each Graphics Wall from the WORK STATIONS on DDCMIS/DCS System LAN having Windows 10 OS. DDCMIS/DCS software shall be compatible to display the two graphics simultaneously i.e one on OWS monitor and other on LVS. | |
| f) The complete system shall be interfaced on 10/100/1000 MBPS redundant LAN. Also LVS shall be integrated with the RGB, Video signals available in the Control Room by providing extra input cards. | |
| g) The Large Screen System should have the functionality to pre configure and save various display layouts to be accessed at any given point of time with a simple mouse click. | |
| h) The system should be possible to show the mirror images of operator workstations running on WINDOWS 10 & sitting on data highway | |
| i) The system should be configured such that any of the operators sitting on the same Ethernet should be able to work on the Large Screen sitting at his own position with his local keyboard & mouse. | |
| j) The offered system should be able to work in 24/7 days environment and is of industrial nature. | |

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4. Specification of Master Control Unit

LVS cubes shall be connected to workstations (supplied by BHEL/EDN) through a Matrix Switcher. LVS cubes shall also be connected through the Master Controller. The indicative configuration is shown in Annexure – I. OWS with mouse & keyboard shall be placed on the operator desk. The LVS controller shall be placed below the mechanical structure/Rack behind LVS. The keyboard & mouse of LVS controller is to be kept on operator desk, which will be around 20 meters away from the LVS.

| Specification | Remarks Yes/No or Deviation if any |
|--|---------------------------------------|
| Industrial 19" rack mounted casing based on below configuration <ul style="list-style-type: none"> Intel Xeon E5-2600 series v4 or higher 8 cores, min 2.1 GHz dual Processor 24 GB RAM 3nos. X 600GB, SAS Hot Pluggable hard disks with RAID 5 implementation Graphics card with 1 GB RAM Dual hot pluggable power supplies/fans Ethernet cards 10/100/1000 Mbps -2 nos. DVD +/- RW drive USB keyboard and USB Optical mouse Min 4 nos USB ports Windows 2012 server R2 standard OS with license and media | |
| Supplied with a Keyboard and mouse with min. 20 m cable extension. | |
| Min. 1 to 8 Graphics Output to be connected to 5-rear projection modules in unit; Min. 1 to 8 Graphics Output to be connected to 1-rear projection modules in unit(For Siemens STG); Min. 1 to 8 Graphics Output to be connected to 2-rear projection modules in common system | |
| The system shall have future expansion possibilities. | |
| As no full hardwired backup has been envisaged, the plant LVS shall ensure control/operation of the plant in case of total failure of all operator stations. Hence Complete DDCMIS/DCS HMI & Operation software shall also be loaded on display/master controller. | |
| There shall be possibility of connecting the various types of analog and digital sources using single multi standard input card in freely scalable and moveable windows on the graphics wall. It shall support : <ul style="list-style-type: none"> - SDTV analog PAL, NTSC, SECAM (Composite, S-Video, Component) - HDTV 720p, 1080i, 1080p (Component) - RGB analog up to 1920x1200 (up to 165 MHz pixel clock) - DVI up to 1920x1200 (up to 165 MHz pixel clock) | |
| Shall have full range scaling capability from finger print size to full wall size | |
| The controller shall provide integrated hardware accelerated streaming video decoding using streaming video decoder cards. The Display/master controller shall be capable of supporting integrated streaming video input cards to achieve a seamless integration between potential future IP networks and the display wall. The streaming video card shall provide IP interfacing and hardware decoding of the streaming video input locally on the card, and shall not require any additional processing power from the CPU of the main base unit for this task. The integrated hardware decoding shall be independent from a large set of current encoder suppliers. The manufacturer shall publish his encoder interoperability list. | |
| The decoder card shall have a dual 10/100 Base-T failover Ethernet interface | |
| The decoder card shall support IGMP multicasting | |
| The decoder card shall support MPEG-2, MPEG-4, MJPEG & H.264 compression protocols. | |
| The decoder card shall allow implementing other compression protocols via a firmware upgrade | |

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The decoder card shall decode up to four (4) channels simultaneously

Display/master controller shall have suitable cards for interfacing with Video signals, to receive & project pictures from CCTV, Employer's live camera, VCP/VCD player/DVD player, SCADA, Input signals like DVI – D, DVI-I, Video input (PAL, NTSC, SECAM), HD signals & DDCMIS. The system shall also accept IP stream from CCTV camera with suitable IP input cards. The Remote unit for switching between video signal & MMI signal, selecting the video signal channel (live camera no./ location typically) shall be provided.

5. Wall Management Software:

Wall management software provides a visual environment to control the entire wall layout.

With Wall management Software, windows on the video wall can be opened, placed, moved and sized. Layouts can be saved and recalled. The Wall management Software interface dynamically adjusts to display whatever type of source is connected to the controller and the software's interface complies with the familiar Windows design standards making it intuitive and easy to learn.

| Specification | Remarks Yes/No or Deviation if any |
|--|---------------------------------------|
| Wall management software allows full control and monitoring of the display wall and its content – both locally and/or remotely using unique Client-based architecture | |
| Supports multiple clients and multiple operating systems | |
| Multiple wall layouts or wall configurations can be saved for quick recall whenever desired or upon an event | |
| Levels of Authentication & Permission system (User accounts, Permissions for functionality & Roles) | |
| Work Space creation | |
| The LVS Software will have the following specifications: The software shall be able to pre configure various display layouts and access them at any time with a simple mouse click or based on the timer. | |
| The software shall enable the users to see the desktop of the graphics display wall remotely on any work station connected with the Display/master Controller over the Ethernet and change the size and position of the various windows being shown. | |
| The software shall enable various operators to access the display wall from the local keyboard and mouse of their workstation connected with the Display/master Controller on the Ethernet. | |
| The software shall copy the screen content of the workstations connected on the Ethernet with the Display/master Controller to be shown on the Display wall in scalable and moveable windows in real time environment. | |
| The LVS software shall allow switching the video streams. | |
| The LVS software shall allow display of video/data windows inside other graphic windows and it shall be possible to configure the video/data windows to always remain on top while the operator works on the windows below. | |
| The LVS software shall support open APIs to enable system integrators to integrate it with their Software. | |
| The LVS Diagnostic software shall perform health monitoring that allows timely detection of faults. i) Wall health ii) Cube health iii) Cube IP-address iv) LED hours worked v) Native Brightness target & actual brightness vi) Native Color (white, red, green, blue) & actual color vii) Selected inputs and presence of sources on either input | |

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LVS Diagnostic Software shall allow commands on wall level or cube level or a selection of cubes :

- i) Switching the entire display wall on or off.
- ii) Setting all projection modules to a common brightness target, which can be either static (fixed) or dynamic to always achieve maximum (or minimum) common brightness between projection modules.
- iii) Switching to either Eco or Normal operation mode.
- iv) Changing the active input (of the two present DVI inputs).
- v) Fine tune color of each cube

The integrated view shall provide a database that

- i) records all events
- ii) can record full status at given time intervals
- iii) can be exported to excel/html
- iv) Show internal patterns

6. Technical Specification:

| Sl. No | Description | Specification | Vendor Confirmation |
|--------|--|---|---------------------|
| 1 | Individual Screen Size (Diagonal) | 80 inch / 84 inch | Yes/No |
| 2 | Type | LED Illuminated Digital Light Processing (DLP) technology with rear projection configuration | Yes/No |
| 3 | Resolution of each screen | Minimum 1400 X 1050 pixels; LVS shall support an aspect ratio of 4:3 | Yes/No |
| 4 | Configuration of LVS | Single tier with screens seamlessly combined with provision of expansion of one screen on each side. Input to be considered in LVS Controller. (as per Annexure - I) | Yes/No |
| 5 | Illumination level | 250 cd / m ² | Yes/No |
| 6 | Degree of viewing in horizontal & vertical | Horizontal viewing angle at half gain = 36° Vertical viewing angle at half gain = 23° | Yes/No |
| 7 | Cube Feature | Each cube should be capable of taking two inputs. Facility of projecting a particular display on a selectable area of the screen upon activation of a predefined event shall be provided. | Yes/No |
| 8 | LVS Operating Temperature | Shall be able to operate at around 25°C | Yes/No |
| 9 | Input Signal Interface | Interfacing with video signals to receive & project pictures from CCTV, Employer's live cameras, VCP, Flame Camera. This Video signals shall be connected to video wall through master controller Signal types: SDTV analog PAL, NTSC, SECAM (Composite, S-Video, Component) - HDTV 720p, 1080i, 1080p (Component) - RGB analog up to 1920x1200 (up to 165 MHz pixel clock) - DVI up to 1920x1200 (up to 165 MHz pixel clock) No. of Input channels:16 No. of Output channels:4 Output of the Video Switcher will be connected to video wall through Master Controller. | Yes./No |
| 10 | Master Control Unit | Master Control unit shall be provided for controlling the entire video wall in unit control room LVS. It shall be capable of projecting HMI displays over a part a part of screen to multiple screens. Any configuration of windows shall be possible. Facility for overlay shall | Yes/No |

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| | | | |
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| | | be provided. Remote unit for switching between video signal & HMI signal, selecting the video signal channel shall be provided. | |
| 11 | Matrix Switcher | A matrix switcher shall be provided used for connecting the OWS to video wall. No. of Inputs: 8 Nos. No. of Outputs: 8 Nos. | Yes/No |
| 12 | LVS Panel | Complete LVS system (LVS with mechanical structure) shall be fully wired with necessary provision for convenience outlets, internal lighting, grounding, and ventilation | Yes/No |
| 13 | Make of Equipment | Barco / Planar / Delta / equivalent* LVS and controller should be from same source. | Yes/No |

***- Subject to approval of Make from M/s TANGEDCO. Necessary credentials viz., list of supplied/installed projects, performance certificate, PTR, etc. to be submitted along with technical offer for onward submission to customer for their scrutiny.**

Notes on Technical Specification:

| Sl. No | Description | Vendor Confirmation |
|--------|---|---------------------|
| 1 | Screen shall be flicker free and there shall not be any screen burn in due to display of same information for a long time. LVS shall be designed for continuous viewing (24 hours in a day) under normal room ambient lighting without any need to darken the room. Suitable darkening of the projection screen for light absorption shall be provided for this purpose. | Yes/No |
| 2 | For 24x7 viewing, suitable darkening of the projection screen for light absorption shall be provided | Yes/No |
| 3 | Supplier to confirm that quoted model is latest and will not be obsolete at the time of supply | Yes/No |
| 4 | Projection and other components shall be factory adjusted | Yes/No |
| 6 | Provision for auto brightness & color adjustment between each screen should be available | Yes/No |
| 7 | Facility for Interfacing with video signals to receive and project pictures from CCTV, Live Camera, Furnace camera, PSSS system etc. should be provided | Yes/No |
| 8 | In the event of failure of any LVS, any of the other LVS shall be capable of being used in place of the failed LVS. The supplier shall provide a suitable network / switching facility for this purpose. | Yes/No |
| 9 | The LVS & its accessories shall be designed in such a way that the brightness in the center of the screen and the edges of the screen is uniform and there is no perceivable difference in the quality of the picture on the center and on the edges of the screen. If any extra hardware has to be provided for achieving the above features, same shall be provided by the supplier | Yes/No |
| 10 | Video wall expansion, horizontally or vertically on each side should be possible | Yes/No |
| 11 | The stands below the LVS screen should be covered. The height of the stand shall be such that operator's vision of the LVS shall not be cut due to monitor kept on the operator desk | Yes/No |
| 12 | Angle of curvature between two screens will 6° OR 8° | Yes/No |
| 13 | Software: All associated software and drivers for the said LVS to run on Windows 10 Enterprise IoT 2015 and Windows 2012 server R2 standard. They should be supplied with original license in CD / DVD Media. | Yes/No |
| 14 | In case of failure of the master controller, LVS shall be able to project images through OWS. | Yes/No |

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7. Scope of supply and services for unit and common:

| Sl. No. | Description | Quantity | | | | |
|---------|---|--------------------|---------|----|---------|--------|
| | | U1 | U1 (TG) | U2 | U2 (TG) | Common |
| 1 | LVS (80" /84" Diagonal), Rear Projection System complete with projection engine, mirrors and LED Illumination Unit | 5 | 1 | 5 | 1 | 2 |
| 2 | Master Controller with keyboard, mouse extension cable and Interface card with min. 1 to 8 Graphics Output to meet display requirement as mentioned in this specification. | 1 | 1 | 1 | 1 | 1 |
| 3 | Matrix Switcher with required accessories to meet the requirement as mentioned in this specification | 1 | - | 1 | - | - |
| 4 | Video Matrix switcher 16 x 4 | 1 | - | 1 | - | - |
| 5 | Mechanical structure (Basement) of enclosed type | 5 | 1 | 5 | 1 | 2 |
| 6 | Mounting accessories as per supplied standards | 1 Set | | | | |
| 7 | Set of interface, power, and communication cables as required (Power cable plugs should be suitable for Indian sockets) | 1 Set | | | | |
| 8 | DVI-DVI cable – a. 20 meters (to connect Operator stations with Matrix switcher) with DVI to DP adaptor at Operator station end b. 20 meters (for Operator stations to LVS connectivity for common system) with DVI to DP adaptor at Operator station end | 8 | - | 8 | - | 2 |
| 9 | DVI-DVI cable – 10 meters (for LVS to Matrix switcher connectivity) with suitable adaptor | 5 | - | 5 | - | - |
| 10 | DVI-DVI cable – 10 meters (for LVS to Controller connectivity) with suitable adaptor | 5 | 1 | 5 | 1 | 2 |
| 11 | Other interfacing cables if any | As required | | | | |
| 12 | Video cable-10 meter (to connect Video switcher to Controller) | 4 | - | 4 | - | - |
| 13 | Accessories - including remote for switching brightness and contrast control as applicable, etc. required for complete system as per supplier standards | 5 | 1 | 5 | 1 | 2 |
| 14 | Remote unit for switching between video signal and HMI signal, selecting the video signal channel | 1 | - | 1 | - | - |
| 15 | Erection and commissioning at site | 1 | | 1 | | 1 |
| 16 | Original Software and drivers with DVD / CD Media and License | 1 Set | | | | |
| 17 | Any other items required (whether specially mentioned in specification or not) for proper functioning of LVS and meeting display requirements | As per requirement | | | | |

8. Scope of Supply for Mandatory Spare common for all units:

| Sl. No | Item Description | Quantity |
|--------|--|--------------------------------|
| 1 | LED lamps | 3 Sets. |
| 2 | LVS Filters | 50% of total qty or 6 nos. min |
| 3 | Power Supply Modules of each type for LVS | 3 Nos. |
| 4 | Electronic cards of each type for LVS a. Video BD assembly / input box b. DVI output card c. Video input card | 3 Nos each. |

Vendor Compliance with Signature and Seal

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A4-10

Purchase Specification Large Video Screen for ENNORE (2 X 660 MW)

PS4042758

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| | | |
|---|--|------------------------------|
| | d. Universal input card e. DVI input card f. IP streams decoding input card | |
| 5 | Interfacing cables 1. DVI-DVI cable – 20 meters (for Operator stations to Matrix switcher) with DVI to DP adaptor at Operator station end 2. DVI-DVI cable – 10 meters (for LVS to Matrix switcher connectivity) with suitable adaptor 3. DVI-DVI cable – 10 meters (for LVS to Controller connectivity) with suitable adaptor 4. Video cable-10 meter (to connect Video switcher to Controller) 5. Other interfacing cables if any | 2 sets of each type and size |
| 6 | Cooling modules of each type for LVS | 3 Nos. |
| 7 | LVS controller with 1 to 8 Graphics Output to meet display requirement as mentioned in this specification. | 2 nos |

Notes on Scope of Supply

- All items listed in spares shall be of same make as in main supply.
- Provide a list of items, cables and accessories with quantity as scope of supply.
- All cables required as per LVS configuration (Annexure – I) is under vendor's scope.
- Offer shall include:
 - Breakup prices of items with part number and quantity.
 - Details of Assembling, installation and commissioning at site.
 - All cables (control, power and interconnecting) are included in the scope.
 - Training on operation and maintenance for BHEL and Customer (End User).

9. Features of Equipment: Vendor to furnish details of following features along with offer:

| Sl. No. | Details | Vendor Confirmation |
|---------|--|---------------------|
| 1 | Mechanical Features of Display Unit like – Image diagonal, width & height, Cube depth, height and weight | Yes/No |
| 2 | Display Update Time on LVS | Yes/No |
| 3 | Viewing Angle (angle of observation) from the operator desk. | Yes/No |
| 4 | Enclosure details including protection clauses applicable | Yes/No |
| 5 | On Screen Display Settings/Diagnostics available | Yes/No |
| 6 | Mounting/ Erection details | Yes/No |
| 7 | Total power consumption & Heat Dissipation for the LVS configuration | Yes/No |
| 8 | Details of Safety standard, Emission, Noise and EMC standards applicable | Yes/No |
| 9 | Provision & usage of remote controller for setting and adjustment | Yes/No |
| 10 | Illumination Unit details and options | Yes/No |
| 11 | LED Life | Yes/No |
| 12 | Brightness output and homogeneity | Yes/No |
| 13 | Operating and storage temperature & humidity | Yes/No |

10. Quality Assurance:

Following routine tests shall be included in the Quality plan for LVS system:

| Sl. No. | Details | Vendor Confirmation |
|---------|---|---------------------|
| 1 | Healthiness of all modules | Yes/No |
| 2 | Healthiness ,functional check for Peripherals | Yes/No |
| 3 | Verification of System configuration | Yes/No |

Vendor Compliance with Signature and Seal



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Purchase Specification Large Video Screen for ENNORE (2 X 660 MW)

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| | | |
|---|--|--------|
| 4 | Environmental Stress Screening test | Yes/No |
| 5 | Diagnostic tests | Yes/No |
| 6 | Check for brightness, sharpness, color/contrast adjustments, lamp life counter | Yes/No |

Note on Quality Assurance:

| Sl. No. | Details | Vendor Confirmation |
|---------|--|---------------------|
| 1 | This is an indicative list of tests/checks. The manufacturer is to furnish a detailed quality plan indicating the standard practices and procedures adopted along with relevant supporting documents | Yes/No |

11. Warranty, site support and service conditions

| Sl. No. | Details | Vendor Confirmation |
|---------|--|---------------------|
| 1 | Warranty : 3 years Comprehensive On – Site Warranty | Yes/No |
| 2 | Packaging : 1. Weatherproof packing with sufficient cushioning to avoid transit damage, Secured Packing of the system [No loose items or tied with a string]. 2. Vendor to provide a detailed packing list of the items packaged in each section and there should be a direct correlation of the items in packing list to the items mentioned in the main BOM. This is for the purpose of verifying that all the line items mentioned in the BOM are supplied during dispatch from Vendor works and while receiving the items at site | Yes/No |
| 3 | Storage requirement at site should be specified | Yes/No |
| 4 | Any mechanical damaged part should be replaced at site free of cost | Yes/No |
| 5 | The screen offered should not bend due to transport, storage, ambient temperature etc. or during installation. In case bend is observed in screen during or after installation, the same shall be replaced by supplier at free of cost. | Yes/No |
| 6 | All services required for assembly, installation & commissioning of LVS shall be provided at site | Yes/No |
| 7 | All requirements of installation & specific material required shall be provided by supplier, as required by control room designer | Yes/No |
| 8 | Vendor to mention the agency for maintenance support in India with complete contact details | Yes/No |

12. Documents to be given along with Technical Proposal

| Sl. No | Details | Vendor Confirmation |
|--------|---|---------------------|
| 1 | Bill of Material [List of items, part no, make and quantity] | Yes/No |
| 2 | Technical Write – up with configuration diagram showing workstation and LAN, with explanation, how the offer system will meet our requirement | Yes/No |
| 3 | Data Sheet of Models Proposed | Yes/No |
| 4 | Deviations, if any, with respect to the specifications and technical justification of alternate offer. | Yes/No |
| 5 | Point – wise compliance against each clause given in this specification | Yes/No |
| 6 | Complete details of Display/master Controller Unit with its associated software | Yes/No |
| 7 | Layout arrangement drawings – 6 LVS are to be arranged in single row for unit 1 / 2 and Common- 2 LVS in single row | Yes/No |
| 8 | Dimensional details of LVS unit and Display Wall with Mechanical Structure | Yes/No |
| 9 | Recommendation on light, color of room, ergonomic arrangement with respect to operator desk and control room. | Yes/No |
| 10 | List of Service Centers in India. | Yes/No |

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Purchase Specification Large Video Screen for ENNORE (2 X 660 MW)

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13. Documents to be submitted for approval [Manufacturing Clearance] after placement of order

| Sl. No. | Details | Vendor Confirmation |
|---------|--|---------------------|
| 1 | Configuration Diagram (as per Annexure - I) | Yes/No |
| 2 | Dimensional drawings (including cutout details for LVS) – GA drawing of the video wall | Yes/No |
| 3 | Bill of Materials of all items | Yes/No |
| 4 | Quality Plan (As per section 9) | Yes/No |
| 5 | Test Protocol, Test Instruction, and Test Reports | Yes/No |
| 6 | Datasheet of Models being supplied | Yes/No |
| 7 | Any other relevant documents | Yes/No |

14. Documents to be given along with equipment

| Sl. No. | Details | Vendor Confirmation |
|---------|--|---------------------|
| 1 | Manual of the individual equipment involved in making the total system as well as the documents for the total system to be supplied | Yes/No |
| 2 | Installation and commissioning Instruction manuals | Yes/No |
| 3 | Licensed Software and drivers along with original media | Yes/No |
| 4 | List of Equipment | Yes/No |
| 5 | List of service centers close to location with contact person name, phone and address | Yes/No |
| 6 | Test Certificates, should include following among others, wherever applicable <ol style="list-style-type: none"> Visual Inspection Report. GA, BOM, layout. Dimensions. Alignment Details. Component Rating / Make / Type. Wiring details. | Yes/No |

15. Acceptance Criteria

- 11.1 Completeness of supplies and documentation as per specification.
11.2 Test certificates.

16. Training

| Sl. No. | Details | Vendor Confirmation |
|---------|---|---------------------|
| 1 | Training shall be provided in operation & maintenance of equipment to BHEL and Customer personnel during and after commissioning at site. | Yes/No |

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A4-10

Purchase Specification Large Video Screen for ENNORE (2 X 660 MW)

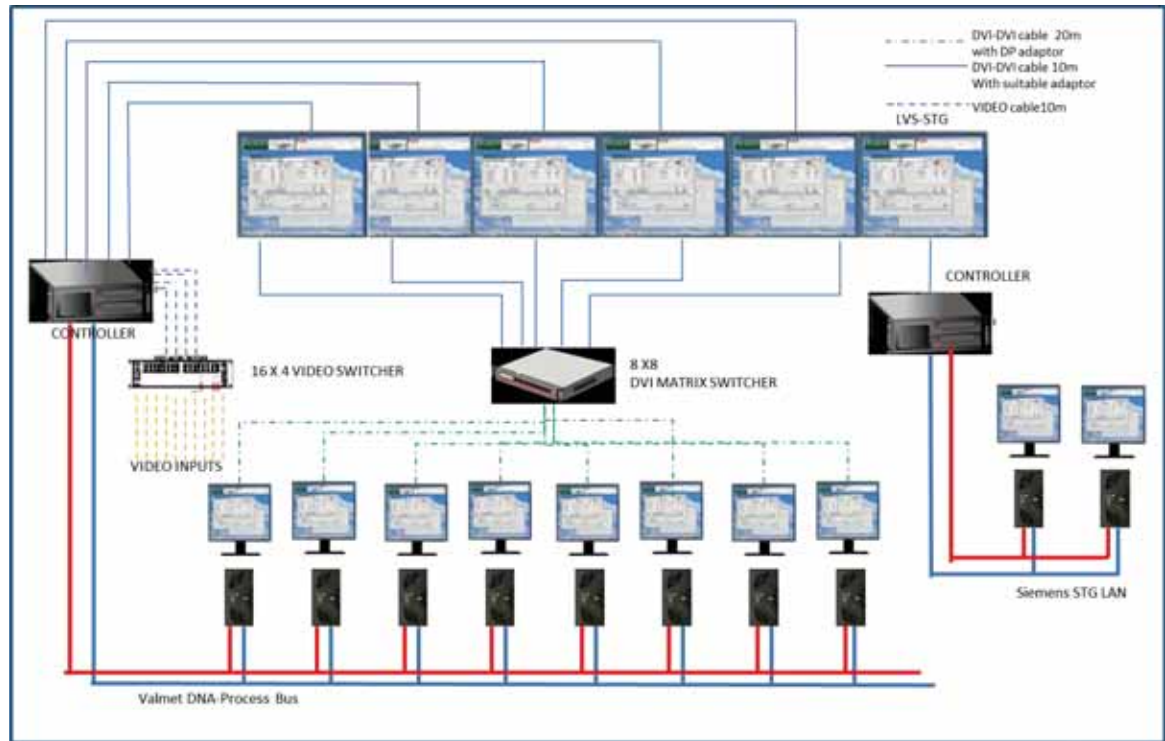
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Annexure – I

LVS CONFIGURATION FOR EACH UNIT-2 SETS



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Purchase Specification Large Video Screen for ENNORE (2 X 660 MW)

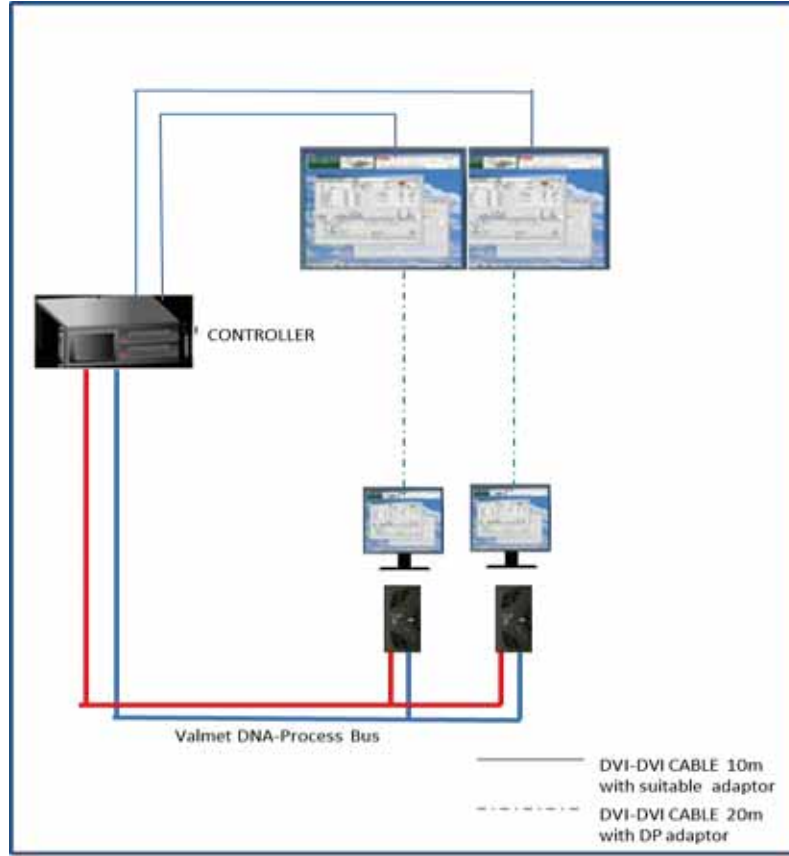
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LVS CONFIGURATION FOR COMMON SYSTEM- 1SET



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| PRICE BID FORMAT | | | | | | | | | | | |
|------------------|---|----------|--------------------|----|---------|------------------|---|-----------------------------------|--------------------|------------------|---------------------------------------|
| Sl. No. | Description | Quantity | | | | Unit Rate in INR | Total Value in INR for one Unit (FOR 1 SET AS PER EPS PORTAL) | Total Value in INR FOR UNIT 1 & 2 | Quantity | Unit Rate in INR | Total Value in INR FOR COMMON PACKAGE |
| | | US | U1 (T6) | US | U2 (T6) | | | | | | |
| 1 | LVS (80" /84" Diagonal) Rear Projection System complete with projection engine, mirrors and LED Illumination Unit | 5 | 1 | 5 | 1 | | | | Common | 2 | |
| 2 | Master Controller with keyboard, mouse extension cable and interface card with min. 1 to 8 Graphics Output to meet display requirement as mentioned in this specification. | 1 | 1 | 1 | 1 | | | | 1 | | |
| 3 | Matrix Switcher with required accessories to meet the requirement as mentioned in this specification. | 1 | - | 1 | - | | | | - | | |
| 4 | Video Matrix switcher 16 x 4 | 1 | - | 1 | - | | | | - | | |
| 5 | Mechanical structure (Baseament) of enclosed type | 5 | 1 | 5 | 1 | | | | 2 | | |
| 6 | Mounting accessories as per supplied standards | | 1 Set | | | | | | 1SET | | |
| 7 | Set of interface, power, and communication cables as required (Power cable plugs should be suitable for Indian sockets) | | 1 Set | | | | | | 1SET | | |
| 8 | DVI-DVI cable – a. 20 meters (to connect Operator stations with Matrix switcher) with DVI to DP adaptor at Operator station end b. 40 meters (for Operator stations to LVS connectivity for common system) with DVI to DP adaptor at Operator station end | 8 | - | 8 | - | | | | 2 | | |
| 9 | DVI-DVI cable – 10 meters (for LVS to Matrix switcher connectivity) with suitable adaptor | 5 | - | 5 | 0 | | | | - | | |
| 10 | DVI-DVI cable – 10 meters (for LVS to Controller connectivity) with suitable adaptor | 5 | 1 | 5 | 1 | | | | 2 | | |
| 11 | Other interfacing cables if any | | As required | | | | | | As required | | |
| 12 | Video cable-10 meter (to connect Video switcher to Controller) | 4 | - | 4 | - | | | | - | | |
| 13 | Accessories - including remote for switching brightness and contrast control as applicable, etc. required for complete system as per supplier standards. | 5 | 1 | 5 | 1 | | | | 2 | | |
| 14 | Remote unit for switching between video signal and HMI signal, selecting the video signal channel | 1 | - | 1 | - | | | | - | | |
| 15 | Erection and commissioning at site | | 1 | | 1 | | | | 1 | | |
| 16 | Original Software and drivers with DVD / CD Media and License | | 1 Set | | | | | | 1SET | | |
| 17 | Any other items required (whether specially mentioned in specification or not) for proper functioning of LVS and meeting display requirements. | | As per requirement | | | | | | As per requirement | | |
| | UNIT RATE To be Entered in EPS price bid Portal | | | | | | X | 2X | | | Y |

Mandatory Spares

| Sl. No. | Item Description | Quantity | Unit Rate in INR | Total Value in INR |
|---------|--|--------------------------------|------------------|--------------------|
| 1 | LED lamps | 3 Sets. | | |
| 2 | LVS Filters | 50% of total qty or 6 nos. min | | |
| 3 | Power Supply Modules of each type for LVS | 3 Nos. | | |
| 4 | Electronic cards of each type for LVS | 3 Nos each. | | |
| | a. Video BD assembly / input box | | | |
| | b. DVI output card | | | |
| | c. Video input card | | | |
| | d. Universal input card | | | |
| | e. DVI input card | | | |
| 5 | Interfacing cables | 2 sets of each type and size | | |
| | 1. DVI-DVI cable – 20 meters (for Operator stations to Matrix switcher) with DVI to DP adaptor at Operator station end | | | |
| | 2. DVI-DVI cable – 10 meters (for LVS to Matrix switcher connectivity) with suitable adaptor | | | |
| | 3. DVI-DVI cable – 10 meters (for LVS to Controller connectivity) with suitable adaptor | | | |
| | 4. Video cable-10 meter (to connect Video switcher to Controller) | | | |
| | 5. Other interfacing cables if any | | | |
| 6 | Scrolling modules of each type for LVS | 3 Nos. | | |
| 7 | LVS controller with 1 to 8 Graphics Output to meet display requirement as mentioned in this specification. | 2 nos | | |
| | UNIT RATE To be Entered in EPS price bid Portal | | | Z |

Value in cell highlighted in Yellow only is to be put in EPS portal price bid for supply portion



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड
 Bharat Heavy Electricals Ltd.,
 (A Government of India undertaking)
 Electronics Division
 PB 2606 , Mysore Road Bangalore , 560026 INDIA

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CE: PR: 003- Rev 00

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

Reference is brought to BHEL's Instructions to Bidders (Document Ref: CE: PR: 001- Rev 00) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 00). These two documents along with Special Conditions of Contract annexed to this RFQ will form an integral part of the contract as and when the RFQ culminates into a Purchase Order / Contract.

RFQ No: NKR0000225

RFQ Date: As per EPS

Due Date: AS PER EPS

Project: Ennore 2X660MW

Item Description: LARGE VIDEO SCREEN SYSTEM

Purchase Executives: In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand, the offers are to be handed over to either of the following Purchase Officers: Mr. Nilmani Kumar, Engineer, CE-MM-PR or Mr. H. D. CHANDRAIAH, Sr. Manager, CE-MM-PR

E-mail IDs: In case offers are sent through E-mail, please send the offers to both of the following email IDs: nilmanikumar@bheledn.co.in & ponuguru@bheledn.co.in

E-tendering: Applicable / ~~Not Applicable~~

Type of Bid: Three part Bid system (Refer clause B of ITB)

Reverse Auction: ~~Not Applicable~~ / Will be intimated during commercial clarifications to technically acceptable vendors.
 In case BHEL does not resort to Reverse Auction, the price bids and price impacts (if any) shall be opened as per BHEL's standard practice.

Splitting of tendered quantity to MSE vendors: The tendered quantity will / will not be split to MSE vendors subject to submission of relevant documents by vendors. ~~Refer clause H of Instructions to Bidders for conditions applicable and for information on documents to be submitted.~~

Destination : a) For indigenous supply Items are to be directly despatched to BHEL's Site Office or Stores/Customer's Stores of respective site located at/near **Chennai, Tamilnadu**. Road Permit, if applicable, will be issued by BHEL along with Despatch Clearance.

b) For Import supply – Port of discharge will be any port in India and port of delivery will be ICD-Bangalore

Project Benefits:

Indigenous scope of supply:

- **Imported scope of supply:**

a) **Merit duty is applicable**

b) ~~Project is Mega Power Project or Ultra Mega Power Project: Eligible for "NIL" Customs Duty.~~

c) ~~Physical Export project: Eligible for complete exemption of Customs Duty.~~

Terms of Delivery:

Indicate station of despatch:

Indicate place of manufacturing (wherever applicable): _____

- **Indigenous scope of supply:** Ex-works (including Packing & Forwarding charges but excluding Taxes & Duties): _____
- **Imported scope of supply:** F.C.A. (for air consignments) / ICD-Bangalore. (for sea consignments) (including Packing, Forwarding, Handling, Ancillary charges like processing of Sight Draft/ Letter of Credit, negotiation of bank documents, Export declaration, Country of Origin etc): _____

| Sl. NO. | TERMS | BHEL ACCEPTABLE TERM | BIDDER'S CONFIRMATION | DEVIATION IF ANY |
|---------|---|--|---|------------------|
| 01 | Validity | The offer will be valid for a period of 120 days from the date of technical bid opening. | AGREE | |
| 02 | Delivery Period | Within 08 weeks from the date of issue of approved documents or manufacturing clearance by BHEL, whichever is later. | AGREEWeeks | |
| 03 | Guarantee/ Warranty | 36 months from the date of delivery of goods or 30 months from the date of commissioning of goods, whichever is earlier. | AGREE | |
| 04 | Inspection agency | Materials will be inspected by : <ul style="list-style-type: none"> BHEL Customer/Consultant/BHEL nominated Third Party Inspection Agency (TPIA) | AGREE | |
| 05 | Terms of Payment at the time of material supply | <p>90 % of basic value + 100% of taxes, duties and freight charges with 45 days credit with 10% original PBG and 15% additional Bank Guarantee (BG) for one year initially, extendable up to completion of commissioning. Balance 10 % basic amount payable with 30 days credit of receipt of materials at site against consignee certificate.</p> <p>E&C charges will be paid in 15 days from the date of submission of invoice along with proof of completion of E&C.</p> <p>Imported Scope:</p> <p>90 % of basic value + 100% of taxes, duties and freight charges with 45 days credit with 10% original PBG and 15% additional Bank Guarantee (BG) for one year initially, extendable up to completion of commissioning against usance draft of 45 days, from the date of AWB/BOL on submission of complete set of documents.</p> <p>Balance 10 % basic amount payable with 30 days credit of receipt of materials at site against consignee certificate.</p> <p>E&C charges will be paid in 15 days from the date of submission of invoice along with proof of completion of E&C.</p> <p>Note: Kindly indicate if High Sea Sales will be operated. If yes, confirm submission of relevant documents as per Annexure V.</p> | <p>AGREE</p> <p>YES / NO</p> <p>CONFIRMED</p> | |
| 06 | Performance Bank Guarantee (PBG) | PBG will be applicable for a period of 36months + claim period of 6 months for a value equal to 10% of the basic value of the purchase order. (Refer sl. no.6 for warranty/guarantee period). ABG (BG) will be as per payment term. Validity of 15% additional Bank Guarantee (BG) will be for one year initially, extendable up to completion of commissioning. Refer Clause "G" of Instructions to Bidders. | AGREE | |
| 07 | Terms of Payment not related to material supply | <p>For Training:</p> <p>100% will be paid in 45 days from the date of completion of Training or 15 days from the date of submission of complete set of documentation, whichever is later. Separate invoice shall be submitted for Training charges along with documentary evidence.</p> <p>For Engineering & Documentation Charges:</p> <p>100% will be paid in 45 days from the date of approval of final documents or 15 days from the date of submission of invoice,</p> | AGREE | |

| | | | | |
|----|--|---|------------------|---|
| | | whichever is later. Separate invoice to be submitted for Engineering & documentation charges. | | |
| 08 | Mode of despatch | <p>Indigenous Scope: By Road on Door Delivery Consignee Copy attached basis through your approved transporter (unless otherwise indicated in Despatch Instructions), only on receipt of Despatch Clearance from BHEL.</p> <p>Imported Scope: By Air/Sea through BHEL approved Consolidator/Freight Forwarder, only on receipt of Despatch Clearance from BHEL.</p> | AGREE | |
| 09 | Despatch Documents | <p>Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to BHEL directly. Depending upon the project/customer demands, despatch documents may include one or more documents from the following: GST Invoice, Lorry Receipt (L/R), Packing List, Air Way Bill (AWB), Country of origin certificate, Warranty Certificate, Insurance Intimation letter, NIL Short Shipment Certificate, Original Performance Bank Guarantee (directly from issuing bank to BHEL), POD (Proof of Delivery) on original L/R, Disclaimer Certificate (as per BHEL format attached as Annexure XI) along with ER-1 form & attested excise invoice (as per project demands like Nuclear Power plant) etc.</p> <p>Apart from the above list, further despatch documents needed, for a particular project will be specified in the Purchase Order.</p> <p>One set of Invoice, Packing List and L/R or AWB shall be e-mailed/faxed immediately to BHEL-EDN after despatch.</p> | AGREE | |
| 10 | O & M Manuals | <p>As built Drawings, O & M Manuals and other approved documents shall be furnished in required no. of sets as per Specification/Purchase Order.</p> <p>Note: Supply of above documents (O&M) in required no. of sets along with material shall be indicated in packing list. If not mentioned BHEL may insist for submission in required sets once again.</p> | AGREE | |
| 11 | Quantity Tolerance | If applicable, indicate Quantity tolerance for each of the line item. For Impulse/seamless/ GI pipes one random length applicable for each variety of pipes. | CONFIRMED | Quantity Tolerance % Per Variety |
| 12 | Evaluation criteria for tendered item | Items will not be split on item wise lowest offer. All the items in the tender will be evaluated and procured as a SINGLE package i.e., ordering will be done on Single L1 vendor. | AGREE | |
| 13 | Integrity Commitment | Integrity commitment will be applicable in the tender process and execution of contracts as mentioned in clause "I" of Instructions to Bidders. | AGREE | |

Makes approved by customer are Delta, Barco and Planar. On quoting any other make, Vendor has to submit credentials along with Pre- qualification bid for onward submission to M/s TANGEDCO for their review and approval. Offer shall be technically acceptable subject to Make approval from customer and technical scrutiny/evaluation of the offer. In the event of customer not approving the quoted make, offer with these make will be rejected.

With this, it is inferred that vendor has understood and accepts all terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 00) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 00).

VENDOR'S SIGNATURE WITH SEAL

NOTE: The above filled-in and signed document shall be uploaded in EPS as part of Part-I Bid without fail. If no deviations are brought, it will be treated as if all terms and conditions of this enquiry are accepted by vendor without any deviation.



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भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division
PB 2606 , Mysore Road Bangalore , 560026 INDIA

CE: PR: 002- Rev 00

GENERAL COMMERCIAL CONDITIONS FOR CONTRACT

These 'General Commercial Conditions for Contract for Purchase' hereinafter referred to as GCC apply to all enquiries, tenders, requests for quotations, orders, contracts and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited and any of its units, regions or divisions (hereinafter referred to as "BHEL" or the Purchaser) or its projects / customers.

Any deviations from or additions to these GCC require BHEL's express written consent. The general terms of business or sale of the vendor shall not apply to BHEL. Acceptance, receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the vendor have been accepted.

Orders, agreements and amendments thereto shall be binding if made or confirmed by BHEL in writing. Only the Purchasing department of BHEL is authorized to issue the Purchase Order or any amendment thereof.


Definitions: Throughout these conditions and in the specifications, the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.

- 'The Purchaser' means Bharat Heavy Electricals Limited, Electronics division, Mysore road, Bangalore 560 026, a Unit of Bharat Heavy Electricals Limited (A Govt. of India Undertaking) incorporated under the Companies Act having its registered office at BHEL House, Siri Fort, New Delhi-110049, India and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
- 'The vendor' means the person, firm, company or organization on whom the Purchase Order is placed and shall be deemed to include the vendor's successors, representative heirs, executors and administrator as the case may be. It may also be referred to as Seller, Contractor or Supplier.
- 'Contract' shall mean and include the Purchase Order incorporating various agreements, viz. tender/ RFQ, offer, letter of intent / acceptance / award, the General Conditions of Contract and Special Conditions of Contract for Purchase, Specifications, Inspection / Quality Plan, Schedule of Prices and Quantities, Drawings, if any enclosed or to be provided by BHEL or his authorized nominee and the samples or patterns if any to be provided under the provisions of the contract.
- 'Parties to the Contract' shall mean the 'The Vendor' and the Purchaser as named in the main body of the Purchase Order.

Interpretation:

In the contract, except where the context requires otherwise:

- words indicating one gender include all genders;
- words indicating the singular also include the plural and words indicating the plural also include the singular;
- provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- "Written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record.


(S. V. Rao)

Applicable Conditions:

1. **Price Basis:** All prices shall be firm until the purchase order is executed / completed in all respects. No price variations / escalation shall be permitted unless otherwise such variations / escalations are provided for and agreed by BHEL in writing in the purchase order.
2. **Validity:** The offer will be valid for a period of 120 days from the date of technical bid opening date. Validity beyond 120 days, if required, will be specified in the SCC (special conditions of contract).
3. **Ordering and confirmation of Order:** Vendor shall send the order acceptance on their company letter head within two weeks from the date of Purchase Order or such other period as specified / agreed by BHEL. BHEL reserves the right to revoke the order placed if the order confirmation differs from the original order placed. The acceptance of goods/services/supplies by BHEL as well as payments made in this regard shall not imply acceptance of any deviations.
The purchase order will be deemed to have been accepted if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by BHEL) from the date of the purchase order.

4. **Documentation:** After receipt of Purchase Order, vendor should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report , O & M Manuals and/or any other relevant documents as per Specification/Purchase Order, as and when required by BHEL/Customer.

At any stage within the contract period, the vendor shall notify of any error, fault or other defect found in BHEL's documents /specifications or any other items for reference. If and to the extent that (taking account of cost and time) any vendor exercising due care would have discovered the error, fault or other defect when examining the documents/specifications before submitting the tender, the time for completion shall not be extended. However if errors, omissions, ambiguities, inconsistencies, inadequacies or other defects are found in the vendor's documents, they shall be corrected at his cost, notwithstanding any consent or approval.

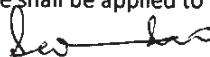
5. **Penalty:**

For delay in documentation: In the event of delay in submission of complete set of documents ((like drawings, bill of materials, datasheets, catalogues, quality plan etc. as called in tender specifications including soft copies wherever applicable) in required sets beyond three weeks (or as agreed/indicated in the Purchase Order) from the date of Purchase Order, penalty at 0.5% (half percent) per week or part thereof, limited to a maximum of 5% (five percent) of the basic material value of the Purchase Order will be applicable.

For delay in delivery: In the event of delay in agreed contractual delivery as per Purchase Order, penalty @ 0.5 % (half percent) per week or part thereof but limited to a max of 10% (ten percent) value of undelivered portion (basic material cost) will be applicable. Delivery will commence from the date of document approval by customer / BHEL or date of issue of manufacturing clearance, whichever is later. The date for which Inspection call is issued by vendor along with test certificates / test reports / Certificate of Conformance / calibration reports, as proof of completion of manufacturing will be treated as date of deemed delivery for penalty calculation. In the absence of furnishing such document indicated above as proof of completion of manufacturing along with inspection call, actual date of inspection will be considered as date of deemed delivery and BHEL will not be responsible for delay in actual date of inspection.

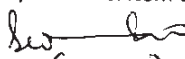
Penalty for delayed documentation/delayed delivery, if applicable, shall be deducted at the time of first payment. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted.

6. **Contract variations (Increase or decrease in the scope of supply):** BHEL may vary the contracted scope as per requirements at site. If vendor is of the opinion that the variation has an effect on the agreed price or delivery period, BHEL shall be informed of this immediately in writing along with technical details. Where unit rates are available in the Contract, the same shall be applied to such additional work. Vendor shall not


(Sivas)

perform additional work before BHEL has issued written instructions / amendment to the Purchase Order to that effect. The work which the vendor should have or could have anticipated in terms of delivering the service(s) and functionality (i.e.) as described in this agreement, or which is considered to be the result of an attributable error on the vendor's part, shall not be considered additional work.

7. **Reverse Auction:** BHEL reserves the right to follow REVERSE AUCTION PROCEDURE (ONLINE BIDDING ON NETWORK) before finalising the Purchase order on technically competent bidders, as per the guidelines given in Annexure III. In case BHEL does not resort to Reverse Auction, the price bids and price impacts (if any) already submitted and available with BHEL shall be opened as per BHEL's standard practice.
8. **Inspection:** Prior written notice of at least 10 days shall be given along with internal test certificates / COC and applicable test certificates. Materials will be inspected by BHEL-EDN-QS/CQS or BHEL nominated Third Party Inspection Agency (TPIA) or BHEL authorized Inspection Agency or Customer / Consultant or jointly by BHEL & Customer / consultant. All tests have to be conducted as applicable in line with approved Quality plan or QA Checklist or Purchase specification and original reports shall be furnished to BHEL-EDN, Bangalore for verification / acceptance for issue of dispatch clearance.
All costs related to inspections & re-inspections shall be borne by vendor. Whether the Contract provides for tests on the premises of the vendor or any of his Sub-contractor/s, vendor shall be responsible to provide such assistance, labour, materials, electricity, fuels, stores, apparatus, instruments as may be required and as may be reasonably demanded to carry out such tests efficiently. Cost of any type test or such other special tests shall be borne by BHEL only if specifically agreed to in the purchase order.
9. **Transit Insurance:** Transit insurance coverage between vendor's works and project site shall be to the account of BHEL, unless specifically agreed otherwise. However, vendor shall send intimation directly to insurance agency (as mentioned in dispatch instructions issued by BHEL) through fax/courier/e-mail, immediately on dispatch of goods for covering insurance. A copy of such intimation sent by vendor to insurance agency shall be given to BHEL along with dispatch documents. Dispatch documents will be treated as incomplete without such intimation copy. BHEL shall not be responsible for sending intimations to insurance agency on behalf of the vendor.
10. **High Sea Sales (HSS):** Customs clearance of the consignment landed on Indian Sea / Air ports will be done by BHEL based on the original HSS documents provided by vendors.
Any delay in submission of complete / correct HSS documents to BHEL may incur demurrage charges. All demurrage charges on account of incomplete / incorrect HSS documents submission by vendor will be to vendor's account and all such charges will be recovered from any of the available vendor bills with BHEL.
11. **Packaging and dispatch:** The Seller shall package the goods safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea / Air / Rail / Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures / hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.
The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Any Imported/Physical Exports items packed with raw / solid wood packing material should be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary / Fumigation certificate. If safety information sheets (MSDS – Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.
Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (L x B x H) and Seller's name. Packing list of goods inside each package with PO item number and quantity must also be fixed securely outside the box to indicate the contents of each box. Total number of packages in the consignment must also be indicated.
Separate packing & identification of items should be as follows.
 1. Main Scope - All items must be tagged with part no. & item description.
 2. Commissioning spares - All items must be tagged with part no. & item description.
 3. Mandatory spares - All items must be tagged with part no. & item description.


(Svr Rao)

12. Assignment of Rights & Obligations; Subcontracting: Vendor is not permitted to subcontract the delivery or any part thereof to third party or to assign the rights and obligations resulting from this agreement in whole or in part to third parties without prior written permission from BHEL. Any permission or approval given by the BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.
13. Progress report: Vendor shall render such report as to the progress of work and in such form as may be called for by the concerned purchase officer from time to time. The submission and acceptance of such reports shall not prejudice the rights of BHEL in any manner.
14. Non-disclosure and Information Obligations: Vendor shall provide with all necessary information pertaining to the goods as it could be of importance to BHEL. Vendor shall not reveal confidential information that may be divulged by BHEL to Vendor's employees not involved with the tender/ contract & its execution and delivery or to third parties, unless BHEL has agreed to this in writing beforehand. Vendor shall not be entitled to use the BHEL name in advertisements and other commercial publications without prior written permission from BHEL.
15. Cancellation / Termination of contract: BHEL shall have the right to completely or partially terminate the agreement by means of written notice to that effect. Termination of the Contract, for whatever reason, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.
BHEL shall have the right to cancel/foreclose the Order/ Contract, wholly or in part, in case it is constrained to do so, on account of any decline, diminution, curtailment or stoppage of the business.
16. Risk Purchase Clause: In case of failure of supplier, BHEL at its discretion may make purchase of the materials / services NOT supplied / rendered in time at the RISK & COST of the supplier. Under such situation, the supplier who fails to supply the goods in time shall be wholly liable to make good to BHEL any loss due to risk purchase.
In case of items demanding services at site like erection and commissioning, vendor should send his servicemen /representatives within 7 days from the service call. In case a vendor fails to attend to the service call, BHEL at its discretion may also make arrangements to attend such service by other parties at the **RISK & COST** of the supplier. Under such situation the supplier who fails to attend the service shall be wholly liable to make good to BHEL any loss due to risk purchase / service including additional handling charges due to the change.
17. Shortages: In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages shall be made good within a reasonable time that BHEL may allow from such intimation and free of cost. In case BHEL raises an insurance claim, the cost of material limited to insurance settled amount less handling charges will have to be reimbursed by the Supplier.
Transit Damages: In the event of receipt of goods in damaged condition or having found them so upon opening of packages at site, Supplier shall make good of all such damages within a reasonable time from such intimation by BHEL. In case BHEL raises an insurance claim, the cost of material limited to insurance settled amount less handling charges will be reimbursed.
18. Remedial work: Notwithstanding any previous test or certification, BHEL may instruct the vendor to remove and replace materials/goods or remove and re-execute works/services which are not in accordance with the purchase order. Similarly BHEL may ask the vendor to supply materials or to execute any services which are urgently required for any safety reasons, whether arising out of or because of an accident, unforeseeable event or otherwise. In such an event, Vendor shall provide such services within a reasonable time as specified by BHEL.
19. Indemnity Clause: Vendor shall comply with all applicable safety regulations and take care for the safety of all persons involved. Vendor is fully responsible for the safety of its personnel or that of his subcontractor's men / property, during execution of the Purchase Order and related services. All statutory payments including PF, ESI or other related charges have to be borne by the vendor. Vendor is fully responsible for ensuring that all legal compliances are followed in course of such employment.

(Signature)
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20. Product Information, Drawings and Documents: Drawings, technical documents or other technical information received by Vendor from BHEL or vice versa shall not, without the consent of the other party, be used for any other purpose than that for which they were provided. They may not, without the consent of the Disclosing party, otherwise be used or copied, reproduced, transmitted or communicated to third parties. All information and data contained in general product documentation, whether in electronic or any other form, are binding only to the extent that they are by reference expressly included in the contract.

Vendor, as per agreed date/s but not later than the date of delivery, provide free of charge information and drawings which are necessary to permit and enable BHEL to erect, commission, operate and maintain the product. Such information and drawings shall be supplied in as many numbers of copies as may be agreed upon.

All intellectual properties, including designs, drawings and product information etc. exchanged during the formation and execution of the Contract shall continue to be the property of the disclosing party.

21. Intellectual Property Rights, Licenses: If any Patent, design, Trade mark or any other intellectual property rights apply to the delivery (goods / related service) or accompanying documentation shall be the exclusive property of the Vendor and BHEL shall be entitled to the legal use thereof free of charge by means of a non-exclusive, worldwide, perpetual license. All intellectual property rights that arise during the execution of the Purchase Order/ contract for delivery by vendor and/or by its employees or third parties involved by the vendor for performance of the agreement shall belong to BHEL. Vendor shall perform everything necessary to obtain or establish the above mentioned rights. The Vendor guarantees that the delivery does not infringe on any of the intellectual property rights of third parties. The Vendor shall do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of any (alleged) claims by third parties. The Vendor shall indemnify BHEL against any (alleged) claims by third parties in this regard and shall reimburse BHEL for any damages suffered as a result thereof.

22. Force Majeure: Notwithstanding anything contained in the purchase order or any other document relevant thereto, neither party shall be liable for any failure or delay in performance to the extent said failures or delays are caused by the "Act of God" and occurring without its fault or negligence, provided that, force majeure will apply only if the failure to perform could not be avoided by the exercise of due care and vendor doing everything reasonably possible to resume its performance.

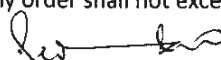
A party affected by an event of force majeure which may include fire, tempest, floods, earthquake, riot, war, damage by aircraft etc., shall give the other party written notice, with full details as soon as possible and in any event not later than seven (7) calendar days of the occurrence of the cause relied upon. If force majeure applies, dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused.

Notwithstanding above provisions, in an event of Force Majeure, BHEL reserves for itself the right to cancel the order/ contract, wholly or partly, in order to meet the overall project schedule and make alternative arrangements for completion of deliveries and other schedules.


23. Guarantee / Warranty: Wherever required, and so provided in the specifications / Purchaser Order, the Seller shall guarantee that the stores supplied shall comply with the specifications laid down, for materials, workmanship and performance. Unless otherwise specified, guarantee / warranty period shall be 30 months after the date of delivery of goods or 24 months from the date of commissioning of goods whichever is earlier. The guarantee / warranty period as described above shall apply afresh to replaced, repaired or re-executed parts of a delivery. Unless otherwise specifically provided in the Purchase Order, Vendor's liability shall be co terminus with the expiration of the applicable guarantee / warranty period.

24. Limitation of Liability: Vendor's liability towards this contract is limited to a maximum of 100% of the contract value and consequential damages are excluded. However the limits of liability will have no effect in cases of criminal negligence or wilful misconduct.

The total liability of Vendor for all claims arising out of or relating to the performance or breach of the Contract or use of any Products or Services or any order shall not exceed the total Contract price.


(S. V. Rao)


25. Liability during guarantee / warranty: Vendor shall arrange replacement / repair of all the defective materials / services under its obligation under the guarantee / warranty period. The rejected goods shall be taken away by vendor and replaced / repaired. In the event of the vendor's failure to comply, BHEL may take appropriate action including disposal of rejections and replenishment by any other sources at the cost and risk of the vendor.
In case, defects attributable to vendor are detected during first time commissioning or use, vendor shall be responsible for replacement / repair of the goods as required by BHEL at vendor's cost. In all such cases expiry of guarantee / warranty will not be applicable.
26. Liability after guarantee / warranty period: At the end of the guarantee / warranty, the Vendor's liability ceases except for latent defects (latent defects are defects / performance issues notices after the guarantee / warranty has expired). The Contractor's liability for latent defects warranty for the plant and equipment including spares shall be limited to a period of six months from the end of the guarantee / warranty period of the respective plant and equipment including spares or first time commissioning whichever is later but not later than 3 (three) years from the date of shipment.
27. Compliance with Laws: Vendor shall, in performing the contract, comply with all applicable laws. The vendor shall make all remittances, give all notices, pay all taxes, duties and fees, and obtain all permits, licences and approvals, as required by the laws in relation to the execution and completion of the contract and for remedying of any defects; and the Contractor shall indemnify and hold BHEL harmless against and from the consequences of any failure to do so.
28. Settlement of Disputes: Except as otherwise specifically provided in the Purchase Order, decision of BHEL shall be binding on the vendor with respect to all questions relating to the interpretation or meaning of the terms and conditions and instructions herein before mentioned and as to the completion of supplies/work/services, other questions, claim, right, matter or things whatsoever in any way arising out of or relating to the contract, instructions, orders or these conditions or otherwise concerning the supply or the execution or failure to execute the order, whether arising during the schedule of supply/work or after the completion or abandonment thereof. Any disputes or differences among the parties shall to the extent possible be settled amicably between the parties thereto, failing which the disputed issues shall be settled through arbitration. Vendor shall continue to perform the contract, pending settlement of dispute(s).
29. Arbitration Clause: In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred by either party to the sole arbitration of an Arbitrator appointed by the Executive Director/ General Manager of the purchasing unit/ region/ division of BHEL. Vendor shall have no objection even if the Arbitrator so appointed is an employee of BHEL or has ever dealt/ had to deal with any matter relating to this Contract.
Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. It is a term of contract that the party initiating arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The venue for the arbitration shall be Bangalore, India. The award of the arbitrator shall be a speaking award and shall be final, conclusive and binding on all parties to this contract.
The cost of arbitration shall be borne equally by the parties. Notwithstanding the existence of any dispute or difference or any reference for the arbitration, the vendor shall proceed with and continue without hindrance the performance of the work under the contract with due diligence and expedition in a professional manner.
30. Applicable Laws and Jurisdiction of Courts: Prevailing Indian laws both substantive and procedural, including modifications thereto, shall govern the Contract. Subject to the conditions as aforesaid, the competent courts in BANGALORE alone shall have jurisdiction to consider over any matters touching upon this contract.


(Srdas)

31. General Terms: That any non-exercise, forbearance or omission of any of the powers conferred on BHEL and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents.

That the headings used in this agreement are for convenience of reference only.

That all notices etc., to be given under the Purchase order shall be in writing, type script or printed and if sent by registered post or by courier service to the address given in this document shall be deemed to have been served on the date when in the ordinary course, they would have been delivered to the addressee.


(Sv Rao)

32. Fraud Prevention Policy: The bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.



ಭಾರತ್ ಹವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड

Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

PB 2606 , Mysore Road Bangalore , 560026 INDIA

CE: PR: 001- Rev 00

INSTRUCTIONS TO BIDDERS (Common for all RFQs)

Bidder is requested to read the instructions carefully and submit their quotation covering all the points:

A. GENERAL INSTRUCTIONS:

1. Any Purchase Order resulting from this enquiry shall be governed by the Instructions to Bidders (document reference: CE: PR: 001 – Rev 00), General Conditions of Contract (document reference: CE: PR: 002 - Rev 00) and Special Conditions of Contract, if any, of the enquiry.
2. Any deviations from or additions to the “General Conditions of Contract” or “Special Conditions of Contract” require BHEL’s express written consent. The general terms of business or sale of the bidder shall not apply to this tender.
3. Bidders (also includes the term suppliers / contractors wherever used in this document) are instructed to quote their most competitive price and best delivery, etc. in the offer. Prices should be indicated in both figures & words. **(Please also refer clause 11 under section B)**
4. Regret letter (either through post or by mail) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender. If a bidder fails to respond against 3 consecutive tenders for the same item, he will be liable for removal as a registered vendor of BHEL.
5. Procurement directly from the manufacturers shall be preferred. However, if the OEM / Principal insist on engaging the services of an agent, such agent shall not be allowed to represent more than one manufacturer / supplier in the same tender. Moreover, either the agent could bid on behalf of the manufacturer / supplier or the manufacturer / supplier could bid directly but not both. In case bids are received from the manufacturer / supplier and his agent, bid received from the agent shall be ignored.
6. Consultant / firm (and any of its affiliates) shall not be eligible to participate in the tender/s for the related goods for the same project if they were engaged for consultancy services for the same project.
7. If an Indian representative / associate / liaison office quotes on behalf of a foreign based bidder, such representative shall furnish compulsorily the following documents:
 - a. Authorization letter to quote and negotiate on behalf of such foreign-based bidder.
 - b. Undertaking from such foreign based bidder that such contract will be honored and executed according to agreed scope of supply and commercial terms and conditions.
 - c. Undertaking shall be furnished by the Indian representative stating that the co-ordination and smooth execution of the contract and settlement of shortages / damages / replacement / repair of imported scope till system is commissioned and handed over to customer will be the sole responsibility of the Indian representative / associates / agent / liaison office.
 - d. Refer **Annexure X** on “Guidelines for Indian Agents”.
8. In case of imported scope of supply, customs clearance & customs duty payment will be to BHEL account after the consignment is received at Indian Airport / Seaport. Bidders must provide all original documents required for completing the customs clearance along with the shipment. Warehousing charges due to

incomplete or missing documentation will be recovered from the supplier's bill. All offers for imported scope of supply must be made from any of the gateway ports (within the country) indicated. **(Refer Annexure I)**

9. The offers of the bidders who are on the banned list and also the offers of the bidders, who engage the services of the banned firms, shall be rejected. The list of the banned firms is available on BHEL website: **www.bhel.com**
10. Business dealings with bidders will be suspended if they are found to have indulged in any malpractices / misconduct which are contrary to business ethics like bribery, corruption, fraud, pilferage, cartel formation, submission of fake/false/forged documents, certificates, information to BHEL or if they tamper with tendering procedure affecting the ordering process or fail to execute a contract, or rejection of 3 consecutive supplies or if their firms / works are under strike / lockout for a long period.

B. GUIDELINES FOR PREPARATION OF OFFER:

1. Quotation shall be submitted in Single Part Bid, Two Part Bid or Three Part Bid, as called for in the tender:
 - **SINGLE PART BID:** Technical and Commercial Bid with prices along with price summary & filled in BHEL Standard Commercial terms and conditions in a single sealed envelope.
 - **TWO PART BID:** Unpriced offer i.e. "Techno-commercial Bid" with filled in BHEL Standard Commercial terms and conditions in a sealed envelope **along with the copy of the "Price Bid" without the prices** should be enclosed in one cover and the cover must be super scribed "**Techno-commercial offer**) and Priced offer i.e. "Price Bid" containing price summary in a separate sealed envelope and must be super scribed "**Price Bid**". Both these envelopes shall be enclosed in a single sealed envelope super scribed with enquiry number due date of tender and any other details as called for in the tender document.
 - **THREE PART BID:** Pre-qualification Bid (Part-I), Techno Commercial Bid with filled in BHEL Standard Commercial terms and conditions (Part-II), and Price Bid (Part-III). All three envelopes shall be enclosed in a single sealed envelope super scribed with enquiry number due date of tender and any other details as called for in the tender document.

If any of the offers (Part I, Part II or Part III) are not submitted before the due date and time of submission or if any part of the offer is incomplete the entire offer of the bidder is liable for rejection.

2. Supplier shall ensure to super scribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the envelope whether it is "Techno Commercial Bid" or "Price Bid" or "Pre-Qualification Bid". Please ensure complete address, department name and purchase executive name is mentioned on the envelope (before dropping in the tender box or handing over) so that the tender is available in time for bid opening.
3. BHEL standard Commercial Terms and Conditions (duly filled, signed & stamped) must accompany Technical-Commercial offer without fail and should be submitted in original only. Xerox copy will not be accepted.
4. Any of the terms and conditions not acceptable to supplier, shall be explicitly mentioned in the Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if all terms and conditions of this enquiry are accepted by the supplier without deviation.
5. Deviation to this specification / item description, if any, shall be brought out clearly indicating "DEVIATION TO BHEL SPECIFICATION" without fail, as a part of Techno-Commercial Bid. If no deviations are brought out in the offer it will be treated as if the entire specification of this enquiry is accepted without deviation.
6. Suppliers shall submit one set of original catalogue, datasheets, bill of materials, dimensional drawings, mounting details and / or any other relevant documents called in purchase specification as part of Technical Bid.
7. "Price Bid" shall be complete in all respects containing price break-up of all components along with all

applicable taxes and duties, packing & forwarding charges (if applicable), freight charges (if applicable) etc. Once submitted no modification / addition / deletion will be allowed in the "Price Bid." Bidders are advised to thoroughly check the unit price, total price to avoid any discrepancy.

8. In addition, bidder shall also quote for erection & commissioning charges (E&C charges), documentation charges, service charges, testing Charges (type & routine), training charges, service tax, etc. wherever applicable. The price summary must indicate all the elements clearly.
9. Vendors should indicate "lump sum" charges (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for Supervision of Erection, Commissioning and handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist and service tax (if any).
10. Wherever bidders require PAC (Project Authority Certificate) for import of raw materials, components required for Mega Power Projects, Export Projects or other similar projects wherein supplies are eligible for customs duty benefits, lists and quantities of such items and their values (CIF) has to be mentioned in the offer. Prices must be quoted taking into account of such benefits.
11. All quotations shall be free from corrections /overwriting. Corrections if any should be authenticated with signature and seal. Any typographical error, totaling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure II** "Guidelines for dealing with Discrepancy in Words & Figures – quoted in price bid". BHEL decision will be final.

C. GUIDELINES FOR OFFER SUBMISSION:

1. Offers / Quotations must be dropped in tender box before 13.00 Hrs. on or before due date mentioned in RFQ. The offers are to be dropped in the proper slot of the Tender Box kept in our reception area with caption "CE, SC&PV, DEFENCE." Tenders are opened on 3 days in a week (Monday/Wednesday/Friday). Tender must be deposited in the slot corresponding to the day (Monday - Box no.4/Wednesday - Box no. 6 /Friday - Box no.8) while depositing the offer. **(This clause will not be applicable for e-tenders)**
2. E-Mail / Internet / EDI offers received in time shall be considered only when such offers are complete in all respects. In case of offers received through E-mail, please send the offer to the email ID specified in the SCC of the tender. (Refer to SCC document of tender)
3. In cases where tender documents are bulky, or due to some reasons tender documents are required to be submitted by hand or through posts/couriers, the offers are to be handed over either of the two officers whose names are mentioned in the RFQ. (Refer to SCC document of tender)
4. Tenders will be opened on due date, time and venue as indicated in the RFQ in the presence of bidders at the venue indicated in the RFQ. In case of e-procurement, bidders can see tender results till seven days after due date and time.
5. Vendor will be solely responsible:
 - a. For submission of offers before due date and time. Offers submitted after due date and time will be treated as "Late offers" and will be rejected.
 - b. For submission of offers in the correct compartment of the tender box based on the day of due date (Monday/Wednesday/Friday). Please check before dropping your offer in the correct tender box.
 - c. For depositing offers in proper sealed condition in the tender box. If the bidder drops the tender in the wrong tender box or if the tender document is handed over to the wrong person BHEL will not be responsible for any such delays.
 - d. For offers received through email etc., suppliers are fully responsible for lack of secrecy on information and ensuring timely receipt of such offers in the tender box before due date & time.
 - e. In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, etc. will be the sole responsibility of the vendor. Wherever assistance is

needed for submission of e-tenders, help line numbers and executives of service provider of BHEL may be contacted.

Service provider: M-junction

Website address: <https://bheleps.buyjunction.in/>

Helpline no.: 033-66106426/6217/6013/6046/6176 (9:30 am to 5:30 pm)

9163348283/9163348284/9163348285/9163348286/8584008116 (5:30 pm to 8:30 pm)

Purchase Executive / BHEL will not be responsible for any of the activities relating to submission of offer.

D. PROCESSING OFFERS RECEIVED:

1. Any discount / revised offer submitted by the supplier on its own shall be accepted provided it is received on or before the due date and time of offer submission (i.e. Part-I bid). The discount shall be applied on pro-rata basis to all items unless specified otherwise by the bidder.
2. Changes in offers or Revised offers given after Part-I bid opening shall not be considered as a part of the original offer unless such changes / revisions are requested by BHEL.
3. In case there is no change in the technical scope and / or specifications and / or commercial terms & conditions, the supplier will not be allowed to change any of their bids after Technical bids are opened (after the due date and time of tender opening).
4. In case of changes in scope and/ or technical specifications and/ or commercial terms & conditions by BHEL and it accounts for price implications from vendors, all techno-commercially acceptable bidders shall be asked by BHEL (after freezing the scope, technical specifications and commercial terms & conditions) to submit the impact of such changes on their price bid. Impact price will be applicable only for changes in technical specification / commercial conditions by BHEL. The impact price must be submitted on or before the cut-off date specified by BHEL and the original price bid and the price impact bid will be opened together at the time of price bid opening.
5. BHEL EDN reserves the right to adopt Reverse Auction or standard Price Bid Opening procedure for price evaluation, at its discretion. This will be decided after completion of technical evaluation of tender. **(Refer Annexure III for Guidelines for Reverse Auction).**
6. Un-opened bids (including price bids) will be returned to the respective bidders after release of PO and receipt of order acknowledgement from the successful bidder.
7. After receipt of Purchase Order, supplier should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report , O & M Manuals and / or any other relevant documents as per Specification / Purchase Order, as and when required by BHEL / Customer.
8. Any deviation to the terms and conditions not mentioned in the quotation by supplier in response to this enquiry will not be considered, if put forth subsequently or after issue of Purchase Order, unless clarification is sought for by BHEL EDN and agreed upon in the Purchase Order.
9. Evaluation shall be on the basis of delivered cost (i.e. "Total Cost to BHEL").
 "Total Cost to BHEL" shall include total basic cost, packing & forwarding charges, taxes and duties, freight charges, insurance, service tax for services, any other cost indicated by vendor for execution of the contract and loading factors (for non-compliance to BHEL Standard Commercial Terms & Conditions). Benefits arising out of Nil Import Duty on Mega Projects, Physical Imports or such 100% exemptions (statutory benefits), customer reimbursements of statutory duties (like Excise Duty, CST, VAT) will also be taken into account at the time of tender evaluation. (wherever applicable and as indicated in SCC document of tender)

10. For evaluation of offers in foreign currency, the exchange rate (TT selling rate of SBI) shall be taken as under:

Single part bids: Date of tender opening
Two/three part bids: Date of Part-I bid opening
Reverse Auction: Date of Part-I bid opening

In case of Performance Bank Guarantee (PBG) also, exchange rate will be considered as mentioned above for converting foreign currency to Indian currency and vice versa.

If the relevant day happens to be a bank holiday, then the exchange rate as on the previous working day of the bank (SBI) shall be taken.

11. Ranking (L-1, L-2 etc.) shall be done only for the techno-commercially acceptable offers.

E. INFORMATION ON PAYMENT TERMS:

1. All payments will be through Electronic Fund transfer (EFT). Vendor has to furnish necessary details as per BHEL standard format (**Refer Annexure IV**) for receiving all payments through NEFT. (Applicable for Indian vendors only)
2. In case of High Sea Sales transaction, customs clearance of the consignment landed on Indian Sea / Air ports will be done by BHEL based on the original HSS documents provided by vendors. All warehousing charges due to delay in submission of complete and or correct HSS documents to BHEL will be to suppliers account only. Such recovery will be made out of any of the available bills. (**Refer Annexure V**).
3. Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case vendor does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act. (Applicable for Indian vendors only).
Foreign vendors shall submit relevant details of their bankers like Swift Code, Banker's Name & Address etc.
4. Vendors must submit bills & invoices along with required supporting documents in time. Incomplete documentation / delayed submission of invoice / documents will result in corresponding delay in payment.

F. STANDARD PAYMENT TERMS OF BHEL-EDN

Purchase Orders for indigenous procurement

Refer Annexure-XII for Highsea sales payment

(a) SUPPLY WITH E&C:

- 1) 85% of basic value (excluding E&C charges) + 100% of taxes, duties and freight charges will be paid in 45 days from the date of dispatch or 15 days from the date of submission of complete set of documentation whichever is later.
- 2) 15% of basic value (retention money), (excluding E&C charges) will be paid in 15 days from the date of submission of documents against supplementary invoice with proof of completion of E&C along with E & C charges (if any)

(b) SUPPLY WITH SUPERVISION OF E&C:

- 1) 90% basic value (excluding E&C charges) + 100% of taxes, duties and freight charges will be paid in 45 days from the date of dispatch or 15 days from the date of submission of complete set of documentation whichever is later.
- 2) 10% of basic value (retention money), (excluding E&C charges) will be paid in 15 days from the date of completion of erection and commissioning against supplementary invoice with proof of completion of E&C along with supervision charges (if any)

(c) SUPPLY ONLY:

- 1) 100% of PO value with taxes, duties and freight will be paid in 45 days from the date of dispatch or 15 days from the date of submission of complete set of documentation whichever is later.

Purchase orders for import procurement:**(d) SUPPLY WITH E&C:**

- 1) 85% of the basic value (excluding E&C charges) will be paid in 45 days, against usance draft of 45 days, from the date of AWB/BOL on submission of complete set of documents.
- 2) 15% of basic value (retention money), (excluding E&C charges) will be paid in 15 days from the date of completion of E&C along with E & C charges against supplementary invoice with proof of completion of E&C (if any).

(e) SUPPLY WITH SUPERVISION OF E&C:

- 1) 90% of the value of the order will be paid on the 45th day, against usance draft of 45 days, from the date of AWB/BOL on submission of complete set of documents.
- 2) 10% of basic value (retention money) will be paid in 15 days from the date of completion of erection and commissioning against supplementary invoice with proof of completion of E&C along with supervision charges (if any).

(f) SUPPLY ONLY:

- 1) 100% of PO value will be paid against usance draft of 45 days from the date of dispatch or 15 days from the date of submission of complete set of documents whichever is later.

LOADING FACTORS FOR PAYMENT TERMS:

- 1) For offers received with requests for negotiation of documents through bank loading will be 15% of basic value (all bank charges to be borne by the seller).
(This loading factor is applicable only for purchase orders for indigenous supply).
- 2) In all cases where credit period is 30 days but not in line with the above mentioned standard payment terms offered loading applicable will be 5% of basic value.
(This loading factor is applicable only for purchase orders for indigenous supply).
- 3) For offers received with Letter of Credit payment term in place of sight draft payment term, loading applicable will be 5% of basic value. Additional loading of 5% will be applicable for payment terms as Letter of Credit with usance of less than 45 days.
(This loading factor is applicable only for purchase orders for imported supply).
- 4) For offers received with Sight Draft payment terms with usance of less than 45 days, loading of 5% will be applicable.
(This loading factor is applicable only for purchase orders for imported supply).
- 5) All payment terms with credit period of less than 30 days for indigenous supply and any other variation of payment terms are liable for rejection.
- 6) Standard payment terms indicated in para F (a), (b), (c), (d), (e) and (f) will not attract any loading.

Note 1: Basic value of Purchase Order mentioned above will include all components of the purchase order and will exclude only taxes, duties, freight and E&C charges (wherever applicable).

Wherever the Purchase Order is split into import portion and indigenous portion of supply the retention money will be 15% or 10% (as applicable) of both purchase order values put together.

Note 2: *If the E&C could not be completed till the end of the Warranty period due to reasons not attributable to the supplier, BHEL may consider releasing the retention money to the supplier against Bank Guarantee for equivalent value valid for an initial period of one year.*

G. Bank guarantee (BG) / Performance bank guarantee (PBG):

1. Bank guarantee (BG) / Performance bank guarantee (PBG) will be applicable as called in the tender documents refer SCC. Such PBG shall be valid for a period as called in SCC for a value equal to 10 % of the basic value of the purchase order. No deviation for the duration of PBG / BG will be permitted.
 - a. PBG shall be from any of the BHEL consortium of bankers (**refer Annexure VI**).
 - b. PBGs from nationalized banks are also acceptable.
 - c. PBG should be sent directly by the bank to the dealing executive mentioned in the purchase order located at the address mentioned in the purchase order. PBG should be in the format indicated. (**Refer annexures VII & VIII respectively**). No deviation to these formats will be allowed.
 - d. Confirmation from any of the BHEL consortium of banks or any of the Indian Public Sector Banks is essential for the acceptance of PBGs issued by foreign banks (located outside India).
 - e. Expired BGs / PBGs will be returned only after expiry of the claim period or on completion of the contractual obligation.
 - f. **Non acceptance for submission of PBG will attract loading as indicated below**
 - i. Loading will be equal to the percentage of value for which BG / PBG is not provided. (Ex: if PBG / BG is given for 3 % of the basic value against 10% specified, loading applicable will be 7% (10 – 3 = 7 %). This value will be added to the quoted price while evaluating the lowest offer.

H. PROVISIONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)

Vendors who qualify as MSE vendors are requested to submit applicable certificates (as specified by the Ministry of Micro, Small and Medium Enterprises) at the time of vendor registration. Vendors have to submit any of the following documents along with the tender documents in the Part I / Technical bid cover to avail the applicable benefits.

- a. Valid NSIC certificate or
- b. Entrepreneur's Memorandum part II (EM II) certificate (deemed valid for 2 years).
- c. EM II certificate with CA certificate (**in the prescribed format given in Annexure IX**) applicable for the year certifying that the investment in plant and machinery of the vendor is within permissible limits as per the MSME Act 2006 for relevant status where the deemed validity is over.
- d. Documents submitted for establishing the credentials of MSE vendors must be valid as on the date of part I / technical bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Documents submitted after the Part I / Technical bid opening date will not be considered for this tender.

PURCHASE PREFERENCE FOR MSE VENDORS:

- e. MSE vendors quoting within a price band of L1 + 15% shall be allowed to supply up to 20% of the requirement against this tender provided
 1. The MSE vendor matches the L1 price
 2. L1 price is from a non MSE vendor
 3. L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking MSE vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).
 4. 20% of the 20% (i.e. 4% of the total enquired quantity) will be earmarked for SC/ST owned MSE firms provided conditions as mentioned in (1) and (2) are fulfilled.

5. In case no vendor under SC / ST category firms are meeting the conditions mentioned in (1) and (2) or have not participated in the tender, in such cases the 4% quantity will be distributed among the other eligible MSE vendors who have participated in the tender.
6. Serial no. 1 to 5 will not be applicable wherever it is not possible to split the tendered quantity / items on account of customer contract requirement, or the items tendered are systems. Such information that tendered quantity will not be split will be indicated in the SCC.

I. INTEGRITY COMMITMENT IN THE TENDER PROCESS, AND EXECUTION OF CONTRACTS:

1. Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the Tender process and execution of the Contract. BHEL will, during the tender process, treat all bidder / suppliers in a transparent and fair manner, and with equity.

2. Commitment by Bidder(s)/ Contractor(s):

- a. The Bidder(s)/ Contractor(s) commit(s) to take all measures to prevent corruption and will not directly or indirectly try to influence any decision or benefit which he is not legally entitled to.
- b. The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding or any actions to restrict competition.
- c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant Acts. The Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or document provided by BHEL as part of business relationship.
- d. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to the relevant guidelines issued from time to time by Government of India/ BHEL.

If the Bidder(s) / Contractor(s), before award or during execution of the Contract commit(s) a transgression of the above or in any other manner such as to put his reliability or credibility in question, BHEL is entitled to disqualify the Bidder(s) / Contractor (s) from the tender process or terminate the contract and/ or take suitable action as deemed fit.

PURCHASE EXECUTIVE

ANNEXURE - I
LIST OF INTERNATIONAL GATEWAY AIRPORTS

For airbased consignment, terms of delivery will be on FCA basis from following listed airports only.
This list is valid from 01.03.2013 to 28.02.2015. Vendors are requested to verify this list for use after 28.02.2015.

| SCHEDULE NO | COUNTRY | CURRENCY CODE | AIRPORT |
|-------------|--------------|---------------|---|
| D01 | UK | GBP | LONDON (HEATHROW) |
| D02 | UK | GBP | NEW CASTLE |
| D03 | UK | GBP | OXFORD. CHETLAM |
| D04 | UK | GBP | BRISTOL. WELLINGBOROUGH |
| D05 | UK | GBP | BIRMINGHAM |
| D06 | UK | GBP | EAST MIDLANDS |
| D07 | UK | GBP | MANCHESTER |
| D08 | UK | GBP | LEEDS |
| D09 | UK | GBP | GLASGOW |
| D10 | FRANCE | EURO | PARIS (ROISSY) & LYON |
| D11 | SWEDEN | EURO | STOCKHOLM |
| D12 | SWEDEN | EURO | GOTHENBERG & MALMO |
| D13 | ITALY | EURO | ROMA, MILAN |
| D14 | ITALY | EURO | TURIN, BOLOGNA, FLORENCE |
| D15 | NETHERLANDS | EURO | AMSTERDAM, ROTTERDAM |
| D16 | AUSTRIA | EURO | VIENNA, LINZ, GRAZ |
| D17 | BELGIUM | EURO | ANTWERP, BRUSSELS |
| D18 | DENMARK | DKK | COPENHAGEN |
| D19 | JAPAN | JPY | TOKYO, OSAKA |
| D20 | SINGAPORE | SGD | SINGAPORE |
| D21 | CANADA | CAD | TORONTO |
| D22 | CANADA | CAD | MONTREAL |
| D23 | USA | USD | NEW YORK, BOSTON |
| D24 | USA | USD | CHICAGO |
| D25 | USA | USD | SAN FRANCISCO, LOS ANGELES |
| D26 | USA | USD | ALANTA, HOUSTON |
| D27 | GERMANY | EURO | MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG, STUTTGART, DAMSTADT, MANIHIEM, NURUMBERG |
| D28 | GERMANY | EURO | FRANKFURT |
| D29 | GERMANY | EURO | BERLIN |
| D30 | SWITZERLAND | SFR | BASLE, ZURICH, GENEVA |
| D31 | SPAIN | EURO | BARCELONA |
| D32 | AUSTRALIA | AUD | SYDNEY |
| D33 | AUSTRALIA | AUD | MELBOURNE |
| D34 | AUSTRALIA | AUD | PERTH |
| D35 | CZECH | EURO | PRAGUE |
| D36 | HONG KONG | HKD | HONG KONG |
| D37 | NEW ZELAND | NZD | AUCKLAND |
| D38 | RUSSIA | USD | MOSCOW |
| D39 | SOUTH KOREA | USD | KIMPO INTERNATIONAL, INCHEON |
| D40 | FINLAND | EURO | HELSINKI |
| D41 | ROMANIA | EURO | BUCHAREST |
| D42 | NORWAY | EURO | OSLO |
| D43 | IRELAND | EURO | DUBLIN |
| D44 | ISRAEL | USD | TEL AVIV |
| D45 | UAE | USD | DUBAI |
| D46 | OMAN | USD | MUSCAT |
| D47 | EGYPT | USD | CAIRO |
| D48 | TAIWAN | USD | TAIPEI |
| D49 | UKRAINE | USD | KIEV |
| D50 | CHINA | USD | SHANGHAI, SHENZHEN |
| D51 | PHILIPINES | USD | MANILA |
| D52 | MALAYSIA | USD | KUALALUMPUR, PE NANG |
| D53 | CYPRUS | USD | LARNACA |
| D54 | SOUTH AFRICA | USD | JOHANNESBERG, DURBAN |
| D55 | SLOVAKIA | EURO | BARTISLOVA |
| D56 | SAUDI ARABIA | SAR | RIYADH |
| D57 | TURKEY | EURO | ISTANBUL |
| D58 | THAILAND | USD | BANGKOK |
| D59 | BRAZIL | USD | SAO PAULO, RIO DE JANEIRO |

ANNEXURE – II
DISCREPANCY IN WORDS & FIGURES – QUOTED IN PRICE BID

Following guidelines will be followed in case of discrepancy in words & figures-quoted in price bid:

(a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of the purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

(d) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date upto which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of the purchaser, the bid is liable to be ignored.

ANNEXURE-III
GUIDELINES FOR REVERSE AUCTION PROCEDURE

Against this enquiry for the subject item/ system with detailed scope of supply as per enquiry specifications, BHEL may resort to "REVERSE AUCTION PROCEDURE" i.e., ON LINE BIDDING (THROUGH A SERVICE PROVIDER). The philosophy followed for reverse auction shall be English Reverse (No ties).

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate.
2. Those bidders who have given their acceptance for Reverse Auction (quoted against this tender enquiry) will have to necessarily submit "online sealed bid" in the Reverse Auction. Non-submission of "online sealed bid" by the bidder for any of the eligible items for which techno-commercially qualified, will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.
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. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. Business rules like event date, time, bid decrement, extension etc. also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form before start of Reverse auction. Without this, the bidder will not be eligible to participate in the event.
7. In line with the NIT 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 and loading factors (for non-compliance to BHEL standard Commercial terms & conditions) for each of the bidder to enable them to fill-in the price and keep it ready for keying in during the Auction.
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 auction portal.
10. The lowest bidder has to fax/e-mail the duly signed and filled-in prescribed format for price breakup including that of line items, if required, as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. 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.
12. Bidders shall be required to read the "Terms and Conditions" section of the auctions site of Service provider, using the Login IDs and passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the "Business Rules of Reverse Auction", which will be communicated before the Reverse Auction.
13. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped/ aborted.
14. The Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for reverse auction, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

16. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

*The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. **The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.***

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com)."

As a reminder to the bidders, system will flash following message (in RED Color) during the course of 'online sealed bid':

"Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL"

ANNEXURE - IV
Electronic Funds Transfer (EFT) OR
Paylink Direct Credit Form

Please Fill up the form in **CAPITAL LETTERS** only.

TYPE OF REQUEST(Tick one): ☐ CREATE ☐ CHANGE

| | |
|--------------------------------|--|
| BHEL Vendor / Supplier Code: | |
| Company Name : | |
| Permanent Account Number(PAN): | |
| Address | |
| | |
| | |

| | | |
|-------|---------|-------|
| City: | PINCODE | STATE |
|-------|---------|-------|

| | |
|-------------------|--|
| Contact Person(s) | |
| Telephone No: | |
| Fax No: | |
| e-mail id: | |

| | |
|---|--------------------------------|
| 1 Bank Name: | |
| 2 Bank Address: | |
| | |
| 3 Bank Telephone No: | |
| 4 Bank Account No: | |
| 5 Account Type: Savings/Cash Credit | |
| 6 9 Digit Code Number of Bank and branch appearing on MICR cheque issued by Bank | |
| 7 Bank IFSC Code(applicable for NEFT) | |
| 8 Bank IFSC code(applicable for RTGS) | (Indian Financial System Code) |

- A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.
- B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transferring Bank responsible.
- C This authority remains in full force until BHEL, EDN, Bangalore receives written notification requesting a change or cancellation.
- D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:

Designation:

Telephone No. with STD Code

Company Seal

Bank Certificate

We certify that _____ has an Account No _____ with us and we confirm that the bank details given above are correct as per our records.

Date: _____ (.....)
Place: _____ Signature

Please return completed form **along with a blank cancelled cheque or photocopy** thereof to:

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call concerned purchase executive.

ANNEXURE - V
PRESENT PROCEDURE FOR SALE IN TRANSIT (HIGH SEA SALES)

In case of High Sea Sales, vendor should submit following documents:

1. ORIGINAL HIGH SEA SALES AGREEMENT

- Sale agreement (on Rs. 200/- non-judicial stamp paper & notarised with 2 witnesses with identity) has to be signed between BHEL and the Party importing material. The date of the sale documents should be in between the date of House Air Way Bill / Bill of Lading and before landing of the goods in Indian origin.
- The date of the stamp paper should be prior to the Air Way Bill / Bill of Lading date.
- Following shall be included in the High Sea Sales Agreement:
“THE BUYER ALSO UNDERTAKE DISCHARGES, THE OBLIGATION AND FULFILLMENT OF CONDITIONS, IF ANY, ATTACHED TO THE IMPORTATION, ASSESSMENT AND CLEARANCE OF THE GOODS IN TERMS CUSTOMS TARIFF ACT 1975, THE CUSTOMS ACT 1962 & RULES & REGULATIONS MADE THERE UNDER AND OTHER RELEVANT ACTS, ORDERS, NOTIFICATIONS”.

2. ORIGINAL INVOICES: INDIGENOUS RUPEE INVOICE & FOREIGN CURRENCY INVOICE

- Prices should be C.I.F., designated airport/seaport basis.
- I.E.C., C.S.T., K.S.T. Nos. to be mentioned.
- Description of item (Nomenclature), Unit & Quantity in both the Foreign Currency & the Indigenous Invoice in Rupee shall be exactly as per Purchase Order Description of item, Quantity and Unit. The Indigenous Invoice value shall be exactly as per Purchase Order value.
- Seller should give Foreign Currency Invoice from the original consignor. The Foreign Currency Invoice value should be at least 2% (two per cent) less than the Indigenous Rupee Invoice value in equivalent foreign currency.

4. ORIGINAL HOUSE AIR WAY BILL/ BILL OF LADING

- The sale agents should duly endorse House Air Way Bill (HAWB) for air shipments or original Bill of Lading (O.B.L.) for sea shipments and Foreign Currency Invoice in favour of BHEL-EDN.

5. ORIGINAL CARGO ARRIVAL NOTICE FROM FORWARDER.

6. ORIGINAL DELIVERY ORDER ISSUED IN NAME OF BHEL-EDN.

7. ORIGINAL PACKING LIST.

8. A LETTER TO THE COMMISSIONER OF CUSTOMS FOR EFFECTING ABOVE SALE.

9. A LETTER TO THE DEPUTY ASSESSOR (OCTROI) FOR EFFECTING ABOVE SALE IN FAVOUR OF BHEL.

REMARKS: In case vendor needs any clarifications on the above, the same may be sought in writing.

Annexure-VI
BHEL MEMBER BANKS (LIST OF CONSORTIUM BANKS)

BANK GUARANTEE (BG) SHALL BE ISSUED FROM THE FOLLOWING BANKS ONLY:

| | | | |
|----|---------------------------|---------------|---|
| | Nationalised Banks | | Nationalised Banks |
| 1 | Allahabad Bank | 19 | Vijaya Bank |
| 2 | Andhra Bank | | Public Sector Banks |
| 3 | Bank of Baroda | 20 | IDBI |
| 4 | Canara Bank | | Foreign Banks |
| 5 | Corporation Bank | 21 | CITI Bank N.A |
| 6 | Central Bank | 22 | Deutsche Bank AG |
| 7 | Indian Bank | 23 | The Hongkong and Shanghai Banking Corporation Ltd. (HSBC) |
| 8 | Indian Overseas Bank | 24 | Standard Chartered Bank |
| 9 | Oriental Bank of Commerce | 25 | The Royal Bank of Scotland N.V. |
| 10 | Punjab National Bank | 26 | J P Morgan |
| 11 | Punjab & Sindh Bank | | Private Banks |
| 12 | State Bank of India | 27 | Axis Bank |
| 13 | State Bank of Hyderabad | 28 | The Federal Bank Limited |
| 14 | Syndicate Bank | 29 | HDFC Bank |
| 15 | State Bank of Travancore | 30 | Kotak Mahindra Bank Ltd |
| 16 | UCO Bank | 31 | ICICI Bank |
| 17 | Union Bank of India | 32 | IndusInd Bank |
| 18 | United Bank of India | 33 | Yes Bank |

Note:

- All BGs must be issued from BHEL consortium banks listed above.
- BHEL may accept BG from other Nationalised Banks also which are not listed above.
- BG will not be accepted from Scheduled Banks and Co-operative Banks.
- In case BG is issued from a bank located outside Indian territory and is issued in foreign currency, the BG must be routed through and confirmed by any one of the above mentioned consortium banks or any of the Indian Public Sector Banks.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.

ANNEXURE-VII

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited ¹ (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at _____ ² hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ----- (Rupees -----) without any demur, immediately on a demand from the Employer, .

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

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

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

This Guarantee shall remain in force upto and including.....⁶ and shall be extended from time to time for such period as may be desired by Employer.

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁷we shall be discharged from all liabilities under this guarantee thereafter.

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

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....⁸
- b) This Guarantee shall be valid up to⁹

c) Unless the Bank is served a written claim or demand on or before _____¹⁰ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ PROJECT/SUPPLY DETAILS

⁵ BG AMOUNT IN FIGURES AND WORDS

⁶ VALIDITY DATE

⁷ DATE OF EXPIRY OF CLAIM PERIOD

⁸ BG AMOUNT IN FIGURES AND WORDS.

⁹ VALIDITY DATE

¹⁰ DATE OF EXPIRY OF CLAIM PERIOD

ANNEXURE-VIII

Note for performance bank guarantee:

1. To be executed in Rs. 100/- Non-Judicial stamp paper.
2. To be submitted by issuing bank to Purchase Dept. directly. Please give BHEL address to banker.
3. Do not enclose with Bank document.
4. Modifications and additions/deletions to this BG format shall not be permitted.
5. **In Case of Bank Guarantees submitted by Foreign Vendors-**
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.
 - b. **From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)**
 - b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank (BHEL's Consortium Bank). It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.
 - b.2 **In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank** (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.
 - b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.
 - b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

Annexure - IX
Certificate by Chartered Accountant on Letter Head

This is to certify that M/s
.....(Hereinafter referred to as 'Company')
having its registered office at is registered under MSMED Act 2006,
(Entrepreneur Memorandum No (Part-II dtd
Category: (Micro/Small). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as
on date..... **as per MSMED Act 2006 is as follows:**

- 1. For Manufacturing Enterprises:** Investment in plant and machinery (i.e., original cost excluding land and building and the items specified by the Ministry of Small Industries vide its notification No.S.O.1722 (E) dated October 5, 2006:
- 2. For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:
Rs.Lacs.

The above investment of Rs. Lacs in within permissible limit of
Rs..... Lacs for.....Micro / Small (Strike off which is not
applicable) Category under MSMED Act 2006.

Date:

(Signature)

Name -

Membership Number -

Seal of Chartered Accountant

Guidelines for Indian Agents
ANNEXURE - X

- Definition of Indian Agent: An Indian Agent of foreign principal is an individual, a partnership, an association of persons, a private or public company, that carries out specific obligation(s) towards processing of BHEL tender or finalization or execution of BHEL's contract on behalf of the foreign supplier.

In case of yes, vendor to note the following and reply accordingly:

- i. BHEL shall deal directly with foreign vendors, wherever required, 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.
- ii. 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.
- iii. 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.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- vi. 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.
- vii. The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure - 'A' shall apply in all such cases.

- viii. 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 as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

The responsibility for successful execution of the contract (including indigenous supplies/ services) lies with the OEM/ foreign principal. All bank guarantees to this effect shall be in the scope of the OEM/ foreign principal.

--X--

Vendor's Signature with Seal

Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 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 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/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 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 given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. 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.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, 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.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above 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 a named sum.

Disclaimer Certificate For Deemed Export Benefits

I, (Name & Designation)on behalf of M/s. (Name and address of the supplier) hereby certify that we have supplied the following goods to M/s..... (Name and address of the recipient):

| S.No. | Inv. No. & date | Description of goods | Unit | Qty. | Value |
|-------|-----------------|----------------------|------|------|-------|
| | | | | | |
| | | | | | |

1. We are the manufacturer exporters/suppliers and are registered/not registered with Central Excise and have not availed and will not avail CENVAT facility in respect of the input/components used in aforesaid supplies. We have also not availed and will not avail rebate on the inputs/components used in aforesaid supplies.

OR

We are the suppliers and our supporting manufacturer(s) is/are registered/not registered with Central Excise and have not availed and will not avail CENVAT facility in respect of the inputs/components used in aforesaid supplies.

2. We also certify that we have not been issued any Advance Authorization/Duty Free Import Authorization in respect of the aforesaid supplied goods and have not availed any benefit thereon.

3. We further state that we have not drawn nor will draw any benefit for deemed export and we have no objection if M/s..... (Name and address of the recipient) draws the deemed export benefits on the supplies mentioned above. (Required to be given in case benefits are claimed by recipient of goods).

OR

We have not given disclaimer certificate to M/s..... (Name and address of the recipient) and will not give disclaimer certificate, in future, in respect of these supplies for claiming deemed export benefits (Required to be given in case benefits are claimed by DTA suppliers).

"Purchase Orders for HSS procurement

(a) SUPPLY WITH E&C:

85% basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation whichever is later. 15% of basic value (retention money), will be paid in 15 days from the date of completion of erection and commissioning against supplementary invoice with proof of completion of E&C

(b) SUPPLY WITH SUPERVISION OF E&C:

90% basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation whichever is later. 10% of basic value (retention money), will be paid in 15 days from the date of completion of Supervision of erection and commissioning against supplementary invoice with proof of completion of E&C

(c) SUPPLY ONLY:

100% basic value will be paid in 45 days from the date of signing of High Sea Sale agreement or 15 days from the date of submission of complete set of documentation whichever is later.

LOADING FACTORS FOR PAYMENT TERM:

*In all cases where credit period is 30 days with the above offered standard payment terms, loading applicable will be 5% of basic value.
All payment terms with credit period of less than 30 days and any other variation of payment terms are liable for rejection."*

Annexure-XII

High sea sales payment term:

GUIDELINES FOR QUOTING IN E-PROCUREMENT SYSTEM

- 1. Vendor has to mandatorily submit Break-up price for each item as per BOM along with price bid in attached price bid format. In case of difference in total as per Break-up price given and EPS portal price bid, price quoted in EPS portal price bid only will be final and considered for evaluation.**
2. Price quoted by vendors in the EPS portal price bid will be final and other price quoted anywhere else in the attachment will be deemed to be invalid.
3. Final comparative statement and ranking will be subject to evaluation considering the other price impacts like loading factor and tax credit available to BHEL.
4. Any technical or commercial clarification for this tender can be raised on or before 27.02.2018. No clarification will be entertained by BHEL after the given cutoff date.
5. Refer attached SCC for applicable special commercial condition for the tender. Vendors to quote commercial terms in EPS portal after referring attached SCC. Commercial terms quoted in EPS portal only will be final. Deviation, if any, should be clearly brought out in EPS portal.
6. Any additional commercial term or deviation in commercial term, if sought by any vendor, should be clearly brought out in EPS portal. Any additional commercial term or deviation in commercial term mentioned anywhere else shall be ignored and not be considered for evaluation.
7. If any vendor is not having Digital Signature Certificate (Signing + Encryption) and willing to participate in the tender, vendor needs to inform BHEL through email at least three days prior to the due date for tender submission and request BHEL for extension of due date. Vendor has to submit the proof of application for getting new DSC and the expected date of getting new DSC along with their request. Otherwise their request will not be considered. Based on the above BHEL will take suitable action. If any vendor is requesting for due date extension for getting fresh DSC and not quoting for the tender even after due date extension, it will be viewed seriously by BHEL and action will be taken as per BHEL policy and procedures.
8. Any tender document does not prohibit any vendor to submit their offer along with clause-wise deviation from the technical specification, commercial terms and any other tender condition. Changes in technical specification / Scope or any other tender condition etc. shall be informed to Participating bidders only.