

ANNEXURE-A

BUYER ADDED BID SPECIFIC ADDITIONAL TERMS AND CONDITIONS

1. PRE QUALIFICATION CRITERIA

JOB	Supply & installation of IP based PA system loudspeakers, including all necessary hardware & accessories for interconnectivity, software and licenses, etc. which shall be used for Safety Control and monitoring of following projects:- i) 1x800 MW NTPC Sipat Thermal Power Plant, PO-Ujjawal Nagar, Sipat, Distt-Bilaspur, Chhattisgarh, PIN-495555 ii) 2X800 MW DVC KODERMA, BHEL SITE Office, Koderma Power Project, Banjhedih, PO-Jhumri Telaiya, Koderma, Jharkhand, PIN-825409
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SL. NO	CRITERIA
1.0	FINANCIAL CRITERIA
	<p>A. BIDDER SHOULD HAVE AVERAGE MINIMUM ANNUAL FINANCIAL TURNOVER OF RS. 12.00 LACS DURING THREE CONSECUTIVE FINANCIAL YEARS 2021-22, 2022-23 AND 2023-24 AND SHOULD SUBMIT THEIR AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT IN SUPPORT OF THE SAME.</p> <p>B. IN CASE AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT HAS NOT BEEN SUBMITTED FOR THAT THREE CONSECUTIVE YEARS INDICATED ABOVE, THEN THE APPLICABLE FINANCIAL AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE YEARS WILL BE AVERAGED FOR THREE YEARS.</p> <p>C. IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTERED ACCOUNTANT.</p>
2.0	TECHNICAL CRITERIA
	<p>BIDDER MUST HAVE SUPPLIED IP BASED ANNOUNCEMENT /PA SYSTEM IN LAST SEVEN (07) YEARS AS ON LATEST DATE OF BID SUBMISSION, BIDDER SHALL FURNISH DOCUMENTARY EVIDENCE IN SUPPORT OF THE SAME. THE SUBMITTED DOCUMENTS IN SUPPORT OF PAST EXPERIENCE CRITERIA SHALL BE VERIFIED FROM THE ISSUING AUTHORITY.</p> <p>BIDDER SHALL HAVE TO SUBMIT RELEVANT DOCUMENTS IN SUPPORT OF THE SAME.</p>

GENERAL

1	CONSORTIUM/JV BIDDING IS NOT ALLOWED.
2	IN CASE THE JOB IS UNDER EXECUTION/ ONGOING JOB, THE VALUE OF EXECUTED PORTION OF THE JOB SHALL AT LEAST CORRESPOND TO THE RESPECTIVE VALUES SPECIFIED ABOVE, EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.
3	BIDDER SHOULD SUBMIT VALID PERMANENT ACCOUNT NUMBER (PAN).
4	THE SUPPLIED QUANTITY MAY BE CONSIDERED AGAINST SINGLE/MULTIPLE PO TO MEET THE

	ABOVE PQ REQUIREMENT.
5	AFTER SATISFACTORY FULFILLMENT OF ALL THE ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION AND PARTICIPATION AS PER NIT AND ALL OTHER TERMS OF THE TENDER.

Chapter-I : Project Information

Proposed for common tender for Sipat STPP STAGE-III (1x800MW) & DVC Koderma Ph-II projects for scope of Works and Technical Specifications & Tentative Technical Details.

1	NTPC Sipat	BHEL Site Office, (1x800 MW) Sipat Supercritical Thermal Power Project (STPP) - Stage-III, P.O. Ujjwal Nagar, Sipat, Distirct – Bilaspur, Chhatisgarh - 495555
2	DVC Koderma	BHEL Site Office, (2x800MW) Koderma Power Project, Bnajhedih, P.O. Jhumri Telaiya, District- Koderma, Jharkand, PIN - 825409

Sl. No.	Description	Details
1	Project Title	1 X 800MW Sipat Super Thermal Power Station, Stage-II
2	Customer	National Thermal Power Corporation Limited (NTPC Limited)
3	Location	The project is located in Bilaspur district of Chhattisgarh State. The project is located South-East of Bilaspur town near village Sipat. NTPC Sipat Thermal Power Plant, PO-Ujjwalnagar, Sipat, DISTT. - Bilaspur, Chhattishgarh, PIN - 495555
4	Nearest Railway Station	Jairamnagar (on Nagpur-Raipur-Kolkata main line), approximately 3 km from the project site
5	Nearest Airport	Raipur Airport, approximately 150 km from the project site
6	Access By Road/Major Cities	The project site is approximately 20 Km from Bilaspur city and is approachable via Bilaspur – Baloda State Highway which passes through Sipat
7	Temperature	The annual daily max. temperature is 42.4°C and annual daily minimum temperature is 13.8 °C
8	Seismic Zone	As per Technical Specification of DVC, Section-VI, Part-B, Sub-Section-D-1-12 (E), Civil Works Seismic Design Criteria. (Copy Attached)
9	Wind Speed	As per Technical Specification of DVC, Section-VI, Part-B, Sub-Section-D-1-12 (D), Civil Works Wind Design Criteria. (Copy Attached)
10	Address	Project Director, BHEL Site Office 1x800 MW NTPC SIPAT STPP STAGE-III PO-Ujjwal Nagar, Sipat, Dist – Bilaspur, Chhattisgarh 495555

Chapter-I : Project Information

Sl. No.	Description	Details
1	Project Title	2X800MW KODERMA THERMAL POWER STATION (KTPS) PHASE-II
2	Customer	Damodar Valley Corporation (DVC)
3	Location	<p>The Koderma Thermal Power Station project is located near Benjhidi Village of Koderma District in Jharkhand. National Highway NH-19, which is referred to Delhi–Kolkata highway is about 25 Km from the Site. The nearest National Highway NH- 20 is about 8 Km from the site.</p> <p>The Site is located at latitudes of 24°23'00" N and longitudes of 85°33'15" E respectively.</p> <p>The Site can be approached from District Head Quarters through National Highway NH-20 and thereafter the internal road of the town</p> <p>Town/City</p> <p>Nearest Town Koderma- About 7 Km</p> <p>District Head Quarters Koderma Collectorate -About 16 Km</p> <p>Nearest Major Town Hazaribagh- About 60 Km</p> <p>Nearest Major City Gaya About 115 Km</p>
4	Nearest Airport	<p>The nearest airport is Gaya Airport at Bodh Gaya at about 108 Km from the project site.</p> <p>Other Important Commercial Airport is Birsa Munda International Airport Ranchi at about 170 Km from the project site.</p>
5	Access By Road/Major Cities	National Highway NH-19, which is referred to Delhi–Kolkata highway is about 25 Km from the Site. The nearest National Highway NH- 20 is about 8 Km from the project.
6	Temperature	Climatological data from nearest observatory is placed as a Annexure-II, as per Technical Specification of DVC, Section-VI Part-A (Copy Attached)
7	Seismic Zone	As per Technical Specification of DVC, Section-VI, Part-B, Sub-Section-D-1-12 (E), Civil Works Seismic Design Criteria. (Copy Attached)
8	Wind Speed	As per Technical Specification of DVC, Section-VI, Part-B, Sub-Section-D-1-12 (D), Civil Works Wind Design Criteria. (Copy Attached)

Chapter-II : Scope of Works and Technical Specifications & Tentative Technical Details

Scope of Work:

Supply & installation of IP based PA system loudspeakers, including all necessary hardware & accessories for interconnectivity, software and licenses, etc. which shall be used for Safety Control and monitoring of following projects.

1. 1X800MW NTPC Sipat Thermal Power Plant, PO-Ujjwalnagar, Sipat, DISTT. - Bilaspur, Chhattishgarh, PIN - 495555.
2. DVC , Koderma 2 x 800 MW, BHEL Site Office, Koderma Power Project, Bnabhedi, P.O. Jhumri Telaiya, District- Koderma, Jharkhand, PIN – 825409

Delivery location

1. 1X800MW NTPC Sipat Thermal Power Plant, PO-Ujjwalnagar, Sipat, DISTT. - Bilaspur, Chhattishgarh, PIN - 495555.
2. DVC , Koderma 2 x 800 MW, BHEL Site Office, Koderma Power Project, Bnabhedi, P.O. Jhumri Telaiya, District- Koderma, Jharkhand, PIN – 825409

One (1) set at each location as mentioned in BOQ

Safety Control Room and Equipment:

24/7 Safety Control room is envisaged for monitoring safety in plant area. The Contractor shall provide all hardware and software **loudspeakers**- BOQ as attached.

Safety Analytics:

- **Safety violation shall be alerted through IP based announcement system.**
- Any over speeding of vehicle shall be warned through speakers automatically.

Safety Control Room:

Contractor shall supply and install IP based **IP based announcement system** which shall be used for monitoring safety during construction from Safety control room. **It shall be possible to make announcements to alert the workers whenever required.** The system should be stable in nature and should maintain the uptime as per SLA. PA system loudspeaker installation distance from control may vary from 1KM to 2 KM.

Delivery Schedule:

- a. Delivery and Installation of the system shall be done by the agency after obtaining clearance from BHEL engineer at site.
- b. All items to be delivered at site within 30 days from the date of Purchase order or as instructed by site concerned. Dispatch clearance to be obtained from site before supply.
- c. Commissioning to be completed within 30 days from the date of site confirmation.
- d. Site may ask to install the system in phases. In that case installation time is 30 days from date of confirmation depending on clearance of work front.

Payment Terms:

1. Initial 70% payment of contract value shall be made within 90 days (45 days for MSE, 60 days for Medium Enterprises) through NEFT/RTGS on submission of GST Tax invoice after completion of supply of all hardware and software required for the entire contract and acceptance by BHEL official.
2. Next 10% on successful (successful installation of PA system) of GST Tax invoice after completion of the installation and commissioning of the entire contract supply and acceptance by BHEL official. - within 90 days (45 days for MSE, 60 days for Medium Enterprises)
3. Balance 20% payable on quarterly basis (divided into 8 quarters equally) on production of successful service report. - within 90 days (45 days for MSE, 60 days for Medium Enterprises)
3. Income Tax and GST TDS shall be deducted at source from the running bills as per applicable rules and other statutory requirements from time to time.
4. No advance payment will be paid under any circumstances. (NEFT format shall be enclosed along with the bill). For payment purposes NEFT format duly verified by concerned bank official & cancelled cheque may be submitted along with the first bill.

Documents required to be submitted along with invoice

- a. Original invoice (with triplicate copy)
- b. Newness certificate
- c. Original GST Compliant Tax Invoice
- d. Warranty/ Guarantee Certificate.
- e. O&M Manual
- f. Demonstration MOM/ Installation Certificate (jointly signed)
- g. Store Receipt Voucher (SRV) – delivery challan.
- h. Test Certificates

Liquidated Damages:

- Late delivery: Delay in supply of the system may cause a penalty of 0.5 % of total contract value per week up to a maximum of 10% of total contract value.
- For installation LD is 0.5 % per week of total contract value. However total LD is maximum up to 10% of total contract value.

Service Level Agreement (SLA) & Downtime:

- a) Vendor has to maintain SLA of 98% uptime
- b) Downtime penalty is applicable for not fulfilling the SLA
- c) Penalty shall be calculated project-wise (value applicable for the site)
- d) Any breakdown call from site needs to be attended within 8 hours of reporting. If the call is not resolved within 8 hours, then the downtime shall be accounted as per the downtime clause.
- e) The vendor shall have to ensure all the PA system is in working condition for a minimum of 98% of the total working hours in a month. The total working hours will be calculated on the basis of 24 hours per day. The uptime will be calculated as follows:

Uptime (%)

$$= \frac{(\text{Total working hours in a month} - \text{Total downtime in hrs. for the month})}{\text{Total working hours in a month}} \times 100$$

Total working hours in a month = Total number of calendar days in a month x 24

$$\text{Penalty} = F \times (H \times D)$$

Where

F = Multiplication Factor as per Table-C given below.

H = Hourly service charges (i.e. Quarterly Service charges / Total number of hours in the quarter)

Service/AMC charges means – warrantee support or maintaining of SLA.

D = Downtime in hours

Table-C Multiplication Factor for downtime

Uptime	Multiplication Factor (F)
> 98.0%	0.00 (Zero)
97% - 98%	1.25
96% - 97%	1.50
95% - 96%	1.75
< 95%	2.00

- During warranty period if the system fails to maintain the SLA then the downtime penalty amount will be deducted first from the quarterly maintenance charges.
- Time of reporting of all calls shall be within normal office hours i.e. 9:00AM to 5:30PM. For calls reported after 12 Noon, reporting time shall be accounted from next working day for downtime calculations purpose. However, the vendor should try to rectify the issue at the earliest (working hours accounted from 9:00AM to 5:30PM, Sunday & National Holidays are excluded).
- System down due to physical damage (like Rat Bitten / Theft Cases / Damage / Burnt cases/ natural disaster) shall not come under vendor's service availability scope. Vendor has to restore the service within 2 days of reporting with assurance of restoration charges etc. Afterwards downtime shall be applicable. Any downtime other than above shall be accounted under vendor scope and penalty shall be applicable as per downtime clause.
- In case of Downtime deduction, the applicable GST shall also be recovered from vendor.

SECURITY DEPOSIT OR PERFORMANCE SECURITY: (APPLICABLE)

The successful bidder shall submit Security deposit or performance security of 5 % of the total order value within 30 days of placement of PO. As per GeM GTC, the PBG will be applicable for the duration of 3 months after the completion of the Warranty period. Total Period for PBG shall be 29 Months.

(A) MODE OF DEPOSIT OF SECURITY DEPOSIT OR PERFORMANCE SECURITY:

Security Deposit may be furnished in the following forms:

- (i) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.
- (ii) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act.

- (iii) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).
- (iv) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/hypothecated/ pledged, as applicable, in favour of BHEL).
- (v) Insurance Surety Bond.

Note:

- (i) The Bank Guarantee shall be submitted as per BHEL format only.
- (ii) BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)

FORFEITURE OF PERFORMANCE SECURITY/SECURITY DEPOSIT:

The security deposit will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.

RELEASE OF SECURITY DEPOSIT:

Performance Security should be refunded to the contractor without interest, after he duly performs and completes the contract in all respects but not later than 60(sixty) days of completion of all such obligations including the warranty under the contract.

CONFLICT OF INTEREST:

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common; or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry.

One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

- 1. The principal manufacturer directly or through one Indian agent on his behalf; and
- 2. Indian/foreign agent on behalf of only one principal,

or

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;

or

h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

BREACH OF CONTRACT, REMEDIES AND TERMINATION:

In case of Breach of Contract, BHEL shall recover 10% of the contract value from the vendor using following instruments:

- a) Encashment of security instruments like EMD, performance security available with BHEL against the said contract.
- b) Balance amount (if value of security instruments is less than 10% of the contract value) from other financial remedies i.e. available bills of the vendor, retention amount etc. with BHEL.
- c) Balance amount from security instrument like EMD, Performance Security and other financial remedies i.e. available bills of the vendor, retention amount etc. with other units of BHEL.
- d) If Recovery is not possible then Legal Remedies shall be pursued.

EVALUATION IN CASE OF MORE THAN ONE BIDDER OCCUPY L1 STATUS:

In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be

decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss / draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

Following quantity of items shall be provided by contractor:

Bill of quantity for PA system.

Sl. No.	Name of Item	UOM	DVC Koderma	NTPC Sipat	Total Qty (Q)
A	SUPPLY OF PA SYSTEM ITEMS FOR SAFETY CONTROL SYSTEM				
01	Loudspeaker for IP based public announcement system with sufficient power for the intent and required licenses for software	Nos	30	30	60
02	IP based Paging microphone console for integration with public announcement system and required software system of the PA system.	Nos	2	2	4
03	Accessories required for integrating with main network backbone.	Lot	1	1	2
B	Installation commissioning testing				
	Lumpsum installation & commissioning of the PA system including all accessories like, electrical accessories / adapter, Power cable, LAN Cable, Fibre Optic cable, patch cord, connectors, all required passive item, HDPE conduit for road crossing, or any other(if any) item required to integrate the system.	Lot	1	1	2

Note:

- The BOQ quantity is tentative, may vary in actual during implementation based on site requirement and location may vary with site construction progress.
- Where ever electric or CCTV pole is available may be used for PA installation.

- Shifting of PA system from one location to another location within the project site as per requirement if any shall be under the scope of this contract.
- The BOQ quantity is tentative. Quantity variation up to value $\pm 15\%$ of total contract value is applicable for this contract.

Site is under construction site, all the PA **system** are to be installed at some strategic location (as desired by customer) and the location of the PA loudspeaker may change time to time and controlled from central control room or customer office premises and BHEL premises. RF is the most opted solution for establishing inter-connection.

Vendor should survey properly before submitting the bid and bid the optimized solution in compliance of specification, which will stable, durable and economic in nature are able to cater the specified service level agreement (SLA) for uptime of the system. The integration of all active devices is/are with vendor scope. Power will be provided up to a certain point, afterwards power cable to be arranged by vendor and as per site norms.

Common data back bone is under establishment at site. All the IP based device will use the backbone for intercommunication and communication with central control room. The data backbone specification kept under some other contract scope is as below.

RF based/ Fibre based hybrid network backbone with 3 base station at strategic location and RF link to CCTV PTZ camera location. Pole shall be illumination pole / CCTV camera pole. Power to be tagged from CCTV JB Box (UPS) or illumination pole.

Vendor to connect their IP PA loudspeaker with the specified backbone. Necessary accessories required to connect with backbone is to be consider by the vendor in their scope. Vendor to consider some P2P link / Cat-6 patch cord etc. in lump sum scope. If backbone tapping point is Non- POE, then POE injector or small POE S/W required to be arranged.

Insurance:

It is the sole responsibility of the contractor to insure his materials, equipment, workmen etc. against accidents and injury while at work and to pay compensation, if any, to workmen as per Workmen's Compensation Act. The work will be carried out in a protected area and all the rules and regulations of the client / BHEL in the area of project which are in force from time to time will have to be followed by the contractor.

General Requirements:

1. All the required casing / conduits/ cable trays, power packs, erection hardware (viz. junction boxes, brackets, glands, nut-bolts etc.) are included in the bidder's scope.
2. The bidder shall guarantee satisfactory performance of the equipment under stipulated variations of voltage and frequency.
3. Any other equipment, module, software required for the safe and satisfactory operation, control, protection, monitoring, testing and maintenance of the system shall also be included by the bidder within the quoted price.
4. All equipment supplied shall meet the requirements of the applicable International codes and standards or their amendment. Like CE/FCC/UL or equivalent certification as applicable.

5. Geo-location integration/ mapping or grouping all PA announcement with location is to be carried out. System to be design such that the user may select one or multiple specific loud speaker out of 30 no. of loud speakers for announcement.
6. The system shall be suitable for installation and shall be able to work in dust prone thermal power plant environment.
7. All fixtures, mounting accessories, cables, etc. to be provided by the agency.
8. Supplied items are to be brand new.
9. Loading/Unloading, Storage, Transportation of Material within Project Premises is in Vendor's Scope. However, Storage Space for Material will be provided by BHEL free of Cost.
10. The Bidder Shall Guarantee Satisfactory Performance of the Equipment under Stipulated Variations of Voltage and Frequency.

Special Terms & Conditions:

1. Non-Disclosure Agreement: The selected bidder after placement of work order and prior to commencement of work must sign the Non-Disclosure Agreement (NDA) as per the format specified by BHEL or any other as mutually agreed.
2. Agency shall coordinate with various stakeholders including BHEL, its sub-agencies and BHEL/ NTPC/DVC (customer), wherever required to execute the contract.
3. Agency has to arrange for Personal Protective Equipment (PPEs) for safety of its staff and workmen for site visits.
4. Agencies shall make their own arrangements of accommodation, local transportation and logistics such as Computers/laptops /printers/stationary etc. to execute the scope of work.
5. All Statutory Compliance (issued by GOI - as applicable) for execution of the scope of work, shall be in the scope of Agency. No Extra charges shall be made against any statutory compliance.
6. No extra payment shall be made for any work executed on Sunday/holidays or beyond official working hours.
7. All the software/license procurement, installation for connection/integration to BHEL/ NTPC/DVC (customer) systems shall be in scope of agency.
8. Agency shall deploy all hardware and software to be used during execution of scope of work.
9. For connecting the internal system of BHEL/ NTPC/DVC (customer), suitable hardware / software for secured access is to be provided and configured by the agency in consultation with BHEL / NTPC/DVC (customer).
10. Watch and ward of resources deployed by the agency, at site shall be in the scope of the agency. No claim shall be entertained in case of any theft/damage of resources deployed by the agency.
11. All taxes, insurance charges, local law and order obligations (if any) will be complied with/borne by the Bidder.
12. Arranging requisite Gate passes (Temporary/permanent/ Sunday / holiday / Night pass) for entering inside the plant area is Agency's responsibility.
13. Contractor has to ensure that his employees shall take all safety measures for performing the work safely to avoid any untoward incident.
14. BHEL shall not be responsible for any accident / injury to the persons employed by the contractor for working in the BHEL, site premises, however first-aid facility will be provided by BHEL free of cost in case of any injury.
15. The contractor will ensure that they release payment to their workers / supervisors as per norms published by factory/state or central govt. norms.
16. The contractor shall observe / perform all the laws / enactment rules and regulations of the central and state govt. which are in force from time to time.
17. In case of a bidder absconding from the work, BHEL reserves all rights to get the unfinished work completed at the risk & cost of the bidder.

18. Warranty (product/spare/ service) shall be of minimum 2 years on-site and deputation of service engineer in case of any equipment/part failure within the warranty period shall be in the scope of the agency. Replacement of any faulty part(s) is to be provided within 7 working days. If agency fails to comply the same, BHEL will procure and replace the material at agency's risk and cost with applicable overhead.
19. BHEL engineer at site shall do quality check and inspection of the material for acceptance.
20. Training and demonstration of the system to the concerned official shall be in the scope of the agency.
21. Transportation, Installation & other charges if any is inclusive.
22. Transit insurance shall be in BHEL'S scope
23. The Contract or any part thereof shall not be Subcontracted / Assigned or otherwise transferred without obtaining Prior consent in writing from BHEL PSER.
24. Contractor has to ensure that his Employees shall take all Safety Measures for Performing the Work safely to avoid any untoward Incident.
25. BHEL shall not be Responsible for any Accident / Injury to the Persons Employed by the Contractor for working in the BHEL, Site Premises, however First-Aid facility will be provided by BHEL free of Cost in case of any injury.

Force Majeure:

The service provider/vendor shall not be responsible for delay in delivery resulting from acts / events beyond his control, the service provider shall provide notice of the happening of any such act / event to the purchaser within 15 days from the date of its occurrence. Such acts / events shall include but not be limited to acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, riots, fire or Governmental regulations superimposed after the date of order / contract.

Price Variation Clause: Not Applicable

Over Run Charges: Not Applicable

SECURED RECOVERABLE ADVANCE: NOT APPLICABLE

RIGHTS OF BHEL:

BHEL reserves the following Rights in respect of this Contract without entitling the Contractor for any Compensation:

- a. To Terminate the Contract any time by giving one Month's Notice without Assigning any reasons thereof.
- b. To recover any Money due from the Contract on any Account due to the Contractor, under this Contract or any other Contract.
- c. To effect recovery of any amount due from the Contract Under this or any other Contract etc. or in any other form, the sum of the money BHEL_PSER is forced to pay anybody due to Contractor's failure to fulfil any of his obligations.
- d. In the event of any Dispute of any nature, the Decision of BHEL-PSER shall be final and binding on the Contractor.

Email ID/Name. of Tender Floating Officials: -

* E-Mail	Rajendra.prasad.yadav@bhel.in , a_sarkar@bhel.in
Name/Designation	Sh.RP Yadav(Manager/pur) , Sh. A SARKAR(HOS&SDGM/PUR)

MANDATORY HSE COMPLIANCE/ OBLIGATIONS:

- a. Bidder/vendor/agency has to ensure that their deployed personnel/manpower shall follow and comply with, during their entire period of deployment at the site while supplying and installation of material, all extant HSE rules & regulations at the project site as is applicable for general workplace safety as well as. Mandatory for safe execution of their work & discharging their prescribed roles.
- b. The personnel/manpower of the bidder deployed at the site shall be guided by & shall be accountable to the BHEL site HSE management for all matters pertaining to health, safety & environment during the entire tenure of deployment. They shall conduct themselves in line with BHEL safety culture.
- c. The bidder shall ensure that their personnel/manpower deployed at the site, besides being qualified for the prescribed job, are physically and mentally sound to execute the same. It is the sole responsibility of the bidder to provide to their personnel/manpower deployed at the site necessary medical support in case any of them suffers from any medical condition.
- d. It is the sole responsibility of the bidder/vendor/agency to ensure that their personnel/manpower deployed at the site possess and use at work all standard quality ppe as are mandatory to execute their prescribed job safely including basic ppe like safety shoes and safety helmet.
- e. The personnel/manpower of the bidder/vendor/agency deployed at the site shall be responsible & held accountable for the safety of self, of others, of material/asset and of the environment. Accordingly, the bidder/vendor/agency. Accordingly, the bidder/vendor/agency shall ensure that their personnel/manpower deployed at the site shall not indulge in any act of commission or omission that would jeopardise the safety of man, material or environment.
- f. In case any type of incident occurs due to negligence and/or non-observance or non-compliance of necessary hse rules, regulations or guidelines and other precautions by the personnel/manpower of the bidder/vendor/agency causing injury or ill-health to any other person(s)/public, the vendor/agency shall have to pay necessary compensation and other expenses, if so decided by the bhel-pser authorities.
- g. In case any type of damage occurs to the property/asset and personnel of bhel, customer, government or any third party due negligence of non-observance or non-compliance of necessary hse rules, regulations or guidelines as well as other precautions by the personnel/manpower of the bidder/vendor/agency and if bhel is unable to recover in full, the cost from the insurance company, the balance will be recovered from the vendor/agency's bill.

Other Documents:

Bidder must not be under bankruptcy code proceedings (IBC) by NCLT or under liquidation / BIFR, which will render him ineligible for participation in this tender and shall submit undertaking to this effect.

Bidder must not be blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector and shall submit undertaking to this effect.

Specification of PA System – Outdoor Loudspeaker

Sl. No.	Parameter	Acceptable Value
1	Description	IP based loudspeaker with PoE Support
2	Network Input	Standard RJ45
3	Communication Protocol	UDP, ARP, ICMP, HTTP, IGMP
4	Audio Format	MP3/MP2
5	Sampling Rate	8KHz-48KHz
6	Maximum SPL	97dB±3dB
7	Sensitivity	88dB±3dB/W/M
8	Network Transmission Rate	10M/100Mbps
9	Frequency Response	100Hz -18KHz (+1dB, -3dB)
10	THD	THD 0.3%
11	Standby Power	≤5W
12	Power Supply	DC24V/1A or POE
13	Main speaker power (DC power supply)	15W
14	Main speaker power (POE power supply)	15W
15	Audio input of auxiliary line	1Vrms/10KΩ imbalance
16	Working temp	-20°C +50°C
17	Humidity	10%- 90%
18	Waterproof Rate	IP 65 or better

Specification of PA System – Remote IP Based Paging Microphone

Sl. No.	Parameter	Acceptable Value
1	Description	IP based Remote Paging Microphone
2	Network Input	Standard RJ45
3	Communication Protocol	TCP/IP, UDP, IGMP
4	Audio Format	MP3/MP2
5	Sampling Rate	8k 48KHz
6	Transmit Speed	10M/100Mbps
7	Audio Mode	16-digit stereo CD sound quality
8	Frequency Response	20Hz”16KHz (+1dB, -3dB)

9	THD	THD 0.3%
10	S/N ratio	> 70dB
11	Built-in Monitor Speaker	4 ohms, 2W
12	Aux Input	350mV Industry-standard voltage wire terminals
13	Aux Output	1 V Industry-standard voltage wire terminals
14	Aux Output Impedance	1K 0
15	Microphone Impedance	10mV
16	Working temp	5°C “40°C
17	Humidity	10%- 90%
18	Power Consumption	10W
19	Power Supply	DC 24V

Specification of PA System – Software Features

Sl. No.	Features
1	IP Network Audio System software with built in System Set up System Monitor, Media Player, Program Timer, System Memory function and many more functions.
2	The Software shall be capable to broadcast MP3 files, Schedule and matrix function to designated Zones.
3	Flexible multiple zone definitions, Built in Weekly timer, Analog to digital encoding
4	Graphic Map display for Visual simple monitoring and Operation.
5	The System shall be full duplex system and it can be able to use for Network paging system and and intercom two systems.
6	The System shall be able to TCP/IP communication protocol built in decoder to transfer analog signal to digital signal.
7	The Server shall have built in weekly timer to program over music or sound files to automatically broadcast to designated zones at pre-set time.
8	Built in System display to surveillance each unit working status, Priority selection, Licenses code registration, Password protection to change the configuration and user log in, Customized mapped connection diagram shall also be available. Additional features of text to speech option for announcement.
9	Necessary Software (if any) for IP based PA system shall be installed in Existing servers / workstations - if not inbuilt in Paging microphone

TAXES AND DUTIES :

1	<p>Bidder's quoted/ accepted rates/ price shall be inclusive of all taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract.</p> <p>Any increase of above at any stage during execution of contract, including extension of the contract, shall have to be borne by successful bidder contractor. However, any increase of GST subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL.</p> <p>Benefit of any decrease of taxes including GST, Charges, Royalties, any State or Central Levy and other taxes for materials if any obtained for the work and for execution of the contract; subsequent to due date of offer submission as per NIT & TCN, by statutory authority shall be passed on to BHEL.</p>
2	<p>Successful bidder shall furnish proof of GST registration with GSTN Portal covering the services under this contract.</p> <p>Registration should also bear endorsement for the premises from where the billing shall be done by successful bidder on BHEL for this project / work.</p>
3	Since GST on output will be paid by BHEL as enumerated above, bidder's your quoted rates / price should be after considering the Input Credit under GST law at bidder's end.
4	TDS under Income Tax Act shall be deducted as per prevailing IT rules from the bills.
5	TDS under GST shall be deducted as per prevailing GST rules from the bills.
6	You may collect TCS under section 206C(1H) of Income Tax Act, 1961 if applicable.
7	In case, you collect TCS under section 206C(1H) of Income Tax Act, 1961, following compliance is required.
8	TAN and PAN of vendor should appear in all invoices/claims. Copy of TAN /TCS registration is to be submitted.
9	Amount of TCS and Assessable value on which TCS has been calculated should be specified clearly in the invoice.
10	You shall be required to submit certificate of TCS in Form no. 27D within 15 days from the due date for furnishing the statement of tax collected at the source.
11	<p>In case, you do not collect TCS under section 206C(1H) of Income Tax Act, 1961, following declaration is to be submitted alongwith each invoice: -</p> <p>"I/We hereby declare that I/We are not required to collect TCS under section 206C(1H) of Income Tax Act, 1961, on this bill.</p>
12	In event of failure to comply with the provisions of the Act, or proper certificate not issued, or if tax collected but not remitted to the Government, or for any other reason and thereby causing loss to BHEL, the same shall be recoverable from the vendor with applicable interest.
13	You shall comply with all statutory amendment/notifications in this respect.
14	<p>Bidder shall note that GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred thereunder) wherein the 'Bill To' details shall encompass following.</p> <p>BHEL GSTN – 10AAACB4146P1ZU</p> <p>Name - BHARAT HEAVY ELECTRICALS LIMITED</p> <p>Address - Shall be intimated later.</p> <p>Specific details of BHEL GSTN, Name and Address as stated above, have been specified elsewhere in the tender.</p>

15	<p>Successful bidder to intimate immediately on the day of removal of goods (in case of any supply of goods) to BHEL along with all relevant details and send a scanned copy of Tax Invoice to BHEL through following communication mode for enabling BHEL to meet its GST related compliances.</p> <p>Portal address and Email address – Shall be intimated later.</p> <p>Specific details of above shall be intimated to successful bidder by BHEL at appropriate juncture.</p>
16	<p>In case of delay in submission of above-mentioned documents on the date of despatch, BHEL may incur penalty/ interest for not adhering to Invoicing Rules under GST Law.</p> <p>The same will be liable to be recovered from successful bidder, in case such delay is not attributable to BHEL.</p>
17	<p>In case of raising any Supplementary Tax Invoice (Debit / Credit Note), successful bidder shall issue the same containing all the details as referred to in Section 34 read with Section 31 of GST Act & Rules referred there under.</p>
18	<p>Successful bidder shall comply with the Time Limit prescribed under the GST Law and rules thereof for raising of the Tax Invoice.</p> <p>If any supply of goods is applicable, successful bidder shall also ensure prompt delivery of goods after despatch.</p>
19	<p>Bidder shall note that in case GST credit is delayed / denied to BHEL due to delayed / non receipt of goods and / or Tax Invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons, not attributable to BHEL, GST amount shall be recoverable from successful bidder along with interest levied/ leviable on BHEL, as the case may be.</p>
20	<p>Successful bidder shall upload the invoices raised on BHEL in IFF/GSTR-1 within the prescribed time as given in the GST Act, and the same should be available to BHEL in FORM GSTR-2B electronically through the common portal; and confirmation of payment of such GST to the Government through filing of GSTR-3B of corresponding month/quarter.</p> <p>Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the successful bidder along with interest levied / leviable on BHEL.</p>
21	<p>Successful bidder to arrange for e-waybill for any movement of goods for the execution of the contract.</p> <p>Successful bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit / Way Bill, if required, shall be arranged by successful bidder and BHEL will not supply any Road Permit/ Way Bill for this purpose.</p>
22	<p>Any new taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period (including extension, if the same is not attributable to you), shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.</p>
23	<p>Benefits and / or abolition of all existing taxes must be passed on to BHEL against new taxes, if any, proposed to be introduced at a later date.</p>

Format(s)

ANNEXURE D

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME & ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____1 through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at_____2 hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated3 valued at Rs.....4 (Rupees -----)/FC.....(in words.....) for5 (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract, we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs -- ----- 6 (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____. We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment. We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged. WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be

relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities. This Guarantee shall remain in force upto and including..... 7 and shall be extended from time to time for such period as may be desired by Employer. This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof. Unless a demand or claim under this guarantee is made on us in writing on or before the8we shall be discharged from all liabilities under this guarantee thereafter. We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing. Notwithstanding anything to the contrary contained hereinabove: a) The liability of the Bank under this Guarantee shall not exceed..... 6 b) This Guarantee shall be valid up to7 c) Unless the Bank is served a written claim or demand on or before8 all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank. We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank. Any claim or dispute arising under the terms of this Guarantee shall be subject to the exclusive jurisdiction of the court at Kolkata only.

For and on behalf of (Name of the
Bank)

Dated..... Place of
Issue.....

- 1 NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited
- 2 NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.
- 3 DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE
- 4 CONTRACT VALUE
- 5 PROJECT/SUPPLY DETAILS
- 6 BG AMOUNT IN FIGURES AND WORDS
- 7 VALIDITY DATE
- 8 DATE OF EXPIRY OF CLAIM PERIOD

Note: 1. Units are advised that expiry of claim period may be kept 3-6 months after validity date. It may be ensured that the same is in line with the agreement/ contract entered with the Vendor.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act

prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.

3. In line with the GCC, SCC or contractual terms, Unit may carry out minor modifications in the Standard BG Formats. If required, such modifications may be carried out after taking up appropriately with the Unit/Region's Law Deptt.

4. In Case of Bank Guarantees submitted by Foreign Vendors

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

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

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

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

ANNEXURE & FORMATS

NOTE: - Tenderers are required to fill in the following details and no column should be left blank

1	Name and Address of the Tenderer	
2	Details about type of the Firm/Company	
3.a	Details of Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:
3.b	Details of alternate Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:

Format - I

DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND
SUBSEQUENT ORDER(S)

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent order(s).

Ref: 1) Tender Specification No:

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization here)* has a local content of _____ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |

Thanking you,

Yours faithfully,

(Signature, Date & Seal of
Authorized Signatory of the Bidder)

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of **Rs. 10 crores**, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder

Format - II

Declaration

GEM Bid Ref. No.

Scope: -

I/ We, M/s ----- hereby confirm that we are not under any liquidation, court receivership or similar proceedings and not bankrupt

Signature of Tenderer

Format - III

(To be submitted in the bidder's letter head)

In-line with Department of Expenditure's (DoE) Public Procurement Division Order vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020

Tender No:

Job:

"I/ we have read the clauses pertaining to Department of Expenditure's (DoE) Public Procurement Division Order (Public procurement no 1, 2 & 3 vide ref. F.No.6/18/2019-PPD dated 23.07.2020 & 24.7.2020) regarding restrictions on procurement from a bidder of a country which shares a land border with India. I/We hereby certify that I/ we the bidder < name of the bidder.....> is / are

a) Not from such a country and eligible to be considered for this tender.

OR

b) From such country, has been registered with the competent authority and eligible to be considered for this tender. (Evidence of valid registration by the competent authority shall be attached)

(Please select applicable option a or b)

For and behalf of _____ (Name of the bidder)

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

Format - IV

CERTIFICATE OF NO DEVIATION

GEM Bid Ref. No.

Scope: -

I/WE, M/s

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Signature of Tenderer

Format-V

Form No: F-06 (Rev 00)

NON-DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

NON-DISCLOSURE CERTIFICATE

I/We understand that BHEL PS is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s who are submitting offer for providing services to BHEL PS against Tender Specification No: Date:

hereby undertake to comply with the following in line with Information Security Policy of BHEL PSER.

a) To maintain confidentiality of documents & information which shall be used during the execution of the Contract.

b) The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHELPSER.

Date:

(Signature, date & seal of Authorized Signatory of the bidder)

Format-VI

Declaration for Prevention/ Elimination of Suspected Cartel formation between Suppliers

To

Sr Dy General Manager (Purchase)

Bharat Heavy Electricals Limited

Power Sector Western Region

KOLKATA

Dear Sir/ Madam,

Subject: Declaration for Prevention/ Elimination of Suspected Cartel Formation Between Suppliers

Reference: GeM Tender No:

I/ We hereby declare that I/We shall not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other bidder(s).

This applies in particular to prices, specifications, certifications, subsidiary contract, submission or non-submission of bids of any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

Signature & Seal of Authorized Signatory

Place:

Date: