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

Tender Document for " Supply and E&C Support services for Computerized Maintenance Management System (CMMS) for RRVUNL Suratgarh 2X660MW project (Ref. NKR0000159)

TENDER REFERENCE DOC	NKR0000159
TENDER DOCUMENT AVAILABLE FROM	Refer eprocurement system website
LAST DATE AND TIME FOR SUBMISSION OF TENDER	Refer eprocurement system website
DATE AND TIME FOR TENDER OPENING	Refer eprocurement system 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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REQUEST FOR QUOTATION

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

RFQ NUMBER: NKR0000159
RFQ DATE: REFER EPROCUREMENT SYSTEM
RFQ DUE DATE: REFER EPROCUREMENT SYSTEM

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

Sl No.	Description	Qty	Unit
1	PR0120004281 - CMMS Suratgarh 7&8 CMMS System for Suratgarh Units 7&8 as per BHEL purchase specs PS4042657.	1	Set
2	PR0120004281S - CMMS Servers software CMMS Servers software (supply and configuration) as per 2.1 of PS4042657	1	Set
3	PR0120004281C - CMMS Client Workstations software CMMS Client Workstations software (supply and configuration) as per 2.2 of PS4042657	10	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 peiod of 120 days from due date.
iv). In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list.
v). Excise Chapter Heading should be mentioned for all items where VAT is applicable .

Pre-Qualification Requirements (PQR)

1.0 The bidder should have experience of supplying/implementation of similar type of CMMS package for Power Plant of Minimum 250MW prior to the date of quotation.

Submit reference list of Projects wherein offered system is supplied. Also copies of purchase order and dispatch documents should be mandatorily furnished for proof of the above

PROJECT : Suratgarh 2 X 660 MW (UNITS 7 & 8)

CUSTOMER : RRVUNL

EQUIPMENT : COMPUTERISED MAINTENANCE MANAGEMENT SYSTEM

TITLE	Dept Code	DRN.	NAME	SIGN	DATE
Purchase Specification Computerised Maintenance Management System Suratgarh 7&8 (2 x 660 MW)	404				
		PREPARED	MARSHAL SANDHU		05.11.2016
		APPROVED	REETESH KR A		05.11.2016

REVISION HISTORY SHEET

REV No.	DATE	NATURE OF CHANGE	REASON	PREPARED BY	REVIEWED BY
00	05.11.2016	FIRST ISSUE	---	MS	RKA

1. Scope:

Project: Suratgarh 2 X 660 MW (UNITS 7 & 8)
Location: Suratgarh, Rajasthan.
A completely integrated computerised maintenance management system (CMMS) with relevant data bases completely populated and system customised for power plant application shall be provided. The system to be provided shall include all necessary hardware, software, firmware and interfaces required for implementing a fully functional CMMS system suitable for integrated maintenance management function for a modern power generation utility. The scope of work is as follows:

BHEL Scope	CMMS Vendor Scope
Network backbone (including network switches, LIUs, fiber patch cables, etc.) for interconnection of CMMS Clients to the server	Connection/ crimping of BHEL supplied UTP cable from network to workstation/ server/ printer as per philosophy in 9.0.
Wall mount Network Enclosures (for mounting of network switches)	
Fiber optic cables for interconnection of remote locations to CCR/CER area	
Computer Tables (102 Nos.) and Computer Chairs (102 Nos.)	
Main UPS 230V AC in CCR/CER	
Station LAN Panels CNP51 and CNP52 which will provide power distribution for up to 2 Nos. CMMS Servers and 10 Nos. Clients in CCR/CER Area	Connection of BHEL supplied 3 core power cable from Station LAN panel in CCR/CER to Server/workstation (refer 2.5)
CMMS Server hardware (2 Nos.) with Windows Server 2012 OS preloaded	CMMS Server Software (all installation & configuration) as per 2.1
CMMS Client hardware (100 Nos.) with Windows 10 OS preloaded	CMMS Clients software (all installation & configuration) as per 2.2
Supply of Symantec 12.1 antivirus	Installation of Symantec 12.1 antivirus
Supply of Microsoft Office software	Installation of Microsoft Office software
A4 Printers for CMMS System (20 Nos. Colour and 40 Nos. monochrome A4 printers)	Installation of A4 Printers for CMMS system as per 2.3
1 KVA miniUPS with 30 minutes battery backup for every CMMS workstation (100 Nos.)	Connection of BHEL supplied 3 core power cable from miniUPS to workstation (refer 2.5)
Laptops for CMMS system (5 Nos.) hardware with Windows 10 OS preloaded	CMMS Laptops software (all installation & configuration) as per 2.4
3 core power cable (1500 meters), UTP cable (30 rolls of 305 meters each), RJ45 connectors (750 nos.), crimping tool (2 Nos.) and LAN cable tester (1 No.)	Usage of these items at site is in CMMS vendor's scope
	All required software licenses, etc. for CMMS system, Application server, Database, disaster recovery, OPC software, CAD/CAM, Accounting, DTP, Presentation softwares, etc.
	CMMS system implementation, demonstration to customer, commissioning, obtaining data from PLCs and DCS, handing over the system to customer etc.

2. **Bill of Material:**

Bill of Material CMMS System for supply of Hardware, Software, Implementation and services:
The following minimum requirements shall be met by Supplier:

Main Supply:

Sl No.	Description	Qty
1	CMMS Package, latest version with required licenses for 2 Servers, 100 clients and 5 laptop clients. System shall be expandable in future to accommodate another 100 Nos. of clients as per 2.6 (Lump sum)	1 set
2	CMMS Servers software (supply and configuration) as per 2.1	2 Sets.
3	CMMS Client Workstations software (supply and configuration) as per 2.2	100 Sets.
4	A4 Mono Laser Printers installation as per 2.3	40 Sets.
5	A4 Colour Laser Printers installation as per 2.3	20 Sets.
6	Laptops software (supply and configuration) as per 2.4	5 Sets.
7	CMMS Power cabling as per 2.5 (Lump sum)	1 Set.
8	CMMS Network cabling from Station LAN network to Clients/ workstations as per philosophy in 9.0 (Lump sum)	1 Set
9	Bulk data storage (up to 5 years and retrieval facility) as per 2.6.14 g.	1 Set
10	CMMS Package Design & Implementation includes all activities of implementation Including data collection, data entry and handing over to customer.	1 Set
11	Data Collection and Data Entry for 20,000 ± 10% assets. (Inclusive of travel / stay / man-days / number of trips as applicable).	1 Set
12	Additional scope (Beyond 20000 assets mentioned above) of Data Collection and Data Entry for 5000 assets (inclusive of travel / stay / man days / number of trips as applicable). This is optional. BHEL may use this option, if need arises at a later date.	As required
13	Post – Implementation Support for 12 weeks	1 Set
14	**'On-site and Comprehensive'** Warranty support for 01 year from date of completion of Post - Implementation for all Software.	1 Set
15	CAD/CAM, Accounting, DTP, Presentation software's along with all application software's (if required for CMMS system)	As required

Spares Package:

Sl No.	Description	Qty
1	CMMS Servers software (supply and configuration) as per 2.1	1 Set.
2	CMMS Client Workstations software (supply and configuration) as per 2.2	10 Sets.

2.1 CMMS Servers software configuration:

Scope includes configuration of all software supplied by CMMS vendor as well as Symantec antivirus and Microsoft office provided by BHEL. Windows OS will be preloaded with machine.

2.1.1 Network Teaming:

2 Nos. Dual Port Intel Gigabyte NIC's, plug in on PCI Express slots in addition to 2 Nos. onboard RJ45 port will be provided with the CMMS Servers. All drivers for network teaming will also be provided by BHEL. Intel Ethernet cards will use the same drivers. Teaming facility is required to be installed across Dual Port Intel Gigabyte NIC's.

Network teaming procedure:

1. Install the OEM teaming software provided by BHEL.
2. Open Network Connections (Start – Settings – Network Connections).
3. Choose one of Intel device that will be contain on team.
4. Choose "Properties" from "File" dropdown menu.
5. Click "Configure" button
6. From "Teaming" page choose "Team with other adapters" option and click "New team…" button.
7. Type the name of team. Click "Next" button
8. Choose the adapters you want in team. Click "Next" button.
9. Choose "Switch Fault Tolerance". Click "Next".
10. Click "Finish".

2.1.2 System configuration:

The server will be provided with the following hardware/ OS specifications. Vendor to ensure that CMMS software is compatible to the same:

Category	Specification
Processor	2 Quad Core or 1 Eight Core Intel® Xeon® (3.0 GHz clock, 15MB cache) 64 bit Processor, 6.0GT/s min. Intel QPI.
Hard drive	Minimum OF 3 Nos. x 1.2TB, SAS Hot Plug Hard Disks 3.5". (RAID 5)
RAM	24 GB, DDR-4 ECC RAM expandable to 192 GB
Display	Integrated Display Controller with min. 16 MB DDR RAM.
OS	Preloaded Windows 2012 standard R2 Server (5 Cal) 64 bit edition
Antivirus	Symantec 12.1

2.1.3 Application Server: IBM WebSphere/ Oracle WebLogic Server latest compatible version to be provided/ setup by CMMS vendor

2.1.4 Database: IBM DB2/ Oracle/ Microsoft SQL Server latest compatible version to be provided/ setup by CMMS vendor.

2.1.5 Antivirus: Symantec 12.1 antivirus installation DVD and license will be provided by BHEL. CMMS Vendor has to install the antivirus in line with installation instructions which will be provided by BHEL. (Server client architecture will be followed for antivirus installations where in one CMMS server will be configured as Symantec manager and remaining 100 client workstations, 1 server and 5 laptops will be setup as Symantec managed clients for this server. Once the Symantec manager is setup, the 106 clients can be installed/ updated simultaneously over the Station LAN network)

2.1.6 Disaster Recovery Software: Database Backup Management and Disaster Recovery Software (third party software is also acceptable) to be provided/ configured by CMMS vendor. Such software shall have the facility to undertake remote and centralized backup activities for all the open files in the system as well as quick and simple restoration of a downed server i.e. without re-installing the operating system or launching data backup restoration process. It shall support one (1) button Disaster Recovery from Bootable CD.

2.1.7 OPC software (if required): Relevant OPC Server software (in order to provide maintenance data to MIS system), OPC Client software in order to receive data from Plant DCS MetsoDNA OPC Servers to be provided/ configured by CMMS vendor.

2.1.8 CMMS software: Required software to be loaded by CMMS vendor in servers to fulfill requirement.

2.1.9 MS Office: Required software installation CD and License will be provided by BHEL. The software is to be loaded by CMMS vendor.

2.2 CMMS Client Workstations:

Scope includes configuration of all software supplied by CMMS vendor as well as Symantec antivirus and Microsoft office provided by BHEL. Windows OS will be preloaded with machine.

2.2.1 Network Teaming:

2 Nos. Single Port Intel Gigabyte NIC's, plug in on PCI Express slots in addition to 1 No. onboard RJ45 port will be provided with the CMMS Clients. All drivers for network teaming will also be provided by BHEL. Intel Ethernet cards will use the same drivers. Teaming facility is required to be installed across Single Port Intel Gigabyte NIC's.

Network teaming procedure:

1. Install the OEM teaming software provided by BHEL.
2. Open Network Connections (Start – Settings – Network Connections).
3. Choose one of Intel device that will be contain on team.
4. Choose "Properties" from "File" dropdown menu.
5. Click "Configure" button
6. From "Teaming" page choose "Team with other adapters" option and click "New team…" button.
7. Type the name of team. Click "Next" button
8. Choose the adapters you want in team. Click "Next" button.
9. Choose "Switch Fault Tolerance". Click "Next".
10. Click "Finish".

2.2.2 System configuration:

The Client workstations will be provided with the following hardware/ OS specifications. Vendor to ensure that CMMS software is compatible to the same:

SPECIFICATION:
Processor: Intel Core i7 (3.2GHz min)
RAM: 4 GB DDR4 or better RAM
Hard drive: 500GB, 7200 RPM 3.5" SATA 6Gb/s Hard Drive (minimum)
Graphics: NVIDIA (with min 512MB memory) PCI-Express Graphics card supporting 1920 x 1080 min. resolution with true colors.
Operating System: Genuine Windows 10 Professional 64 bit with latest service pack.
Browser: Internet Explorer
Antivirus: Symantec 12.1 antivirus software.

2.2.3 Antivirus: Symantec 12.1 antivirus installation DVD and license will be provided by BHEL. CMMS Vendor has to install the antivirus in line with installation instructions which will be provided by BHEL. (Server client architecture will be followed for antivirus installations where in one CMMS server will be configured as Symantec manager and remaining 100 client workstations, 1 server and 5 laptops will be setup as Symantec managed clients for this server. Once the Symantec manager is setup, the 106 clients can be installed/ updated simultaneously over the Station LAN network)

2.2.4 CMMS software: Required software to be loaded by CMMS vendor in Clients to fulfill requirement.

2.2.5 MS Office: Required software installation CD and License will be provided by BHEL. The software is to be loaded by CMMS vendor.

2.3 A4 Mono/Colour Laser Printers:

A4 size, network ready mono (b/w) laser printer (40 Nos.) and A4 size, network ready color laser printer (20 Nos.) along with driver CDs and installation manuals will be provided by BHEL. CMMS Vendor may configure these printers either on the network or as dedicated printers of a particular server/ workstation as per site requirement.

Printers will serve as a hard copy device to copy graphics/diagrams from the CMMS Operator Station/Engineering Station for documentation and graphic diagram development functions.

2.4 CMMS Laptops:

Scope includes configuration of all software supplied by CMMS vendor as well as Symantec antivirus and Microsoft office provided by BHEL. Windows OS will be preloaded with machine.

2.4.1 System configuration:

The Laptops will be provided with the following hardware/ OS specifications. Vendor to ensure that CMMS software is compatible to the same:

Category	Requirement
Processor	Intel Core i7 Processor, minimum 3.2GHz, or better
Hard drive	Minimum of 500GB SATA
RAM	4 GB minimum, DDR4
Operating System	Genuine Windows® 10 Professional 64 bit
Browser	Internet Explorer
Antivirus	Symantec 12.1

2.4.2 Antivirus: Symantec 12.1 antivirus installation DVD and license will be provided by BHEL. CMMS Vendor has to install the antivirus in line with installation instructions which will be provided by BHEL. (Server client architecture will be followed for antivirus installations where in one CMMS server will be configured as Symantec manager and remaining 100 client workstations, 1 server and 5 laptops will be setup as Symantec managed clients for this server. Once the Symantec manager is setup, the 106 clients can be installed/ updated simultaneously over the Station LAN network)

2.4.3 CMMS software: Required CMMS software to be loaded by CMMS vendor in Clients to fulfill the requirement.

2.4.4 MS Office: Required software installation CD and License will be provided by BHEL. The software is to be loaded by CMMS vendor.

2.5 230 V AC Power Supply:

2.5.1 CCR/CER Area: CNP51 and CNP52 BHEL Station LAN panels placed in CCR/CER area will be used to provide power to all Stations in the proximity (provision is present to power up to 2 Nos. CMMS Servers and 10 Nos. CMMS Client Workstations). Each Client workstation will be provided with a 1 No. 1KVA miniUPS with 30 minutes battery backup which is part of BHEL supply.

As the CMMS Servers (placed in Computer Room Unit#7) will be provided with redundant 230 V AC Power Supply, hence both the primary as well as secondary power input will be connected directly to CNP51/52 panels as per the power distribution scheme prepared by BHEL which is provided as part of O&M manuals at site.

The CNP51/52 panels will in turn be powered by the main UPS located in CCR/CER area supplied by BHEL. Power cabling from main UPS to CNP51/52 panels is in BHEL scope.

In case any CMMS Client workstations are located in CMMS Room or adjacent areas of CCR/CER, these Workstations will be powered from CNP51/52 panels via the 1 KVA miniUPS.

Power cabling from CNP51/52 panels to CMMS Servers/workstations is in CMMS vendor's scope.

2.5.2 Other Locations: The available 230 V AC Power Supply at the relevant location will have to be used to power the Client Workstations via 1 KVA miniUPS. Power cabling for these Client Workstations is in CMMS vendor scope.

2.6 CMMS Package: (Makes: MAXIMO of IBM / Web Factor-E of TCS/ Avantis of Schneider Electric/ RAMCO/ Honeywell)

CMMS system shall be common for the equipment/systems for the whole plant including all the units and the plant common systems. It is the CMMS vendor's responsibility to commission the system including collection of the relevant data/ details and populating the data base for the equipment/systems for the whole plant.

CMMS FUNCTIONS:
CMMS shall meet following functional requirements:
(a) Asset management and asset register
(b) Inventory Management
(c) Work Order
(d) Job Plan
(e) Resources
(f) Scheduling
(g) Preventive maintenance
(h) Purchasing
(i) Personnel
(j) Financial
(k) Other functions
(l) Reporting
(m) Fuel Management system

2.6.1 ASSET MANAGEMENT AND ASSET REGISTER FUNCTIONS
2.6.1.1 Asset management function shall facilitate the creation of an asset register which will hold the comprehensive details of each asset/ equipment. It shall have following features:
(a) Building the location details and its hierarchy
(b) Building the equipment, its hierarchy and specification details including drawings.
(c) Creating hierarchies identifying operating locations as a part of multiple systems
(d) Defining relationship between equipment, location and system
(e) Building spare parts and sub-assembly catalogues of the asset/equipment
(f) Tracking the equipment, movements, associated costs, histories of planned and un-planned maintenance & failures.
(g) Facility to launch condition based preventive maintenance work orders based on preset equipment-wise upper and lower limits.

(h) Links to inventory management and purchase functions.

2.6.1.2 The asset management facility shall be capable of performing the following:
(a) Control the company's list of maintainable assets through an asset register.
(b) Control the accounting of assets; purchase price, depreciation rates etc.
(c) Control maintenance inventory (stores management, requisition and purchasing).

2.6.2 INVENTORY MANAGEMENT FUNCTION
2.6.2.1 Inventory management function shall have following features:
(a) Specifying attributes and then ability to search by attribute for items, equipment and locations
(b) Tracking of stocked and non-stocked items through multiple stores.
(c) Tracking of items, costs and balances by bin, lot and storeroom.
(d) Stock replenishment when inventory falls below minimum levels
(e) Automatic reorder of items through "lights out replenishment"
(f) Tracking of items by last cost, average cost or user definable standard cost.
(g) Usage of ABC analysis to assign inventory item prioritizing.
(h) Employing just in time methodologies to generate purchase orders.
(i) Identifying out of stock items and making substitutions with alternate parts, vendor and location tracking capabilities.
(j) View of work order reservations for inventory items
(k) Linked up with asset register.

2.6.3 WORK ORDER FUNCTION
2.6.3.1 Work order function shall have following features:
(a) Viewing comprehensive and detailed planning information such as following:
(i) Work Plans
(ii) Schedules (Target and scheduled date tracking)
(iii) Costs
(iv) Labour, materials, Skill set / crafts, Special tools requirement etc.
(v) Equipment
(vi) Failure analysis
(b) Recording of maintenance work and closure of work orders.
(c) Scheduling of work orders based on real time criticality and logistics
(d) Sequencing of work orders for multiple equipment based on location and / or equipment
(e) Comparison of real time budgets or estimates with actual and historical data
(f) Tracking of equipment down time
(g) Tracking of equipment failure history with cause and remedy. Facility for generation of micro-level failure/ cause stratification diagram.

2.6.4 JOB PLAN FUNCTION
2.6.4.1 Job planning function shall have following features:
(a) Tracking of costs by operation or job plan
(b) Linking job plans sequentially, each with its own parts, labour and tool estimates.
(c) Duplicate job plans for modification and use as templates.

2.6.5.1 Preventive Maintenance Records
- PM Job records, with appropriate entity links and triggers
- Ability to streamline the creation of PM Job / Links / Triggers using the PM Wizard
- PM Work Order triggering based on 1) time, 2) date, or 3) statistics

- Ability to plan materials, services and labor
- Ability to consolidate multiple PM Tasks into common Work Orders
- Automatic scheduling of PM Tasks

2.6.5.2 Contract Management
- Create and manage contracts on line
- Purchase items under contract
- Monitor and track contract activity – based on quantities, monetary value and commodity
- Contract change Management

2.6.5.3 Contractor Services Management
Allows a contracting vendor to:
- Maintain a list of equipment and employees that he will be submitting expenses for
- Submit prices and pricing rules for their services
- View pricing information relating to only their services and prices.
- Send prices for approval – both initial and renewal prices
- Submit expenses – labor, travel and meal allowance, equipment, transportation, other
- View expense sheets for purchase orders issued only to him.

Allows user to:
- Create a “Services” contract and allow changes to that contract
- Track contractor expenses by Entity, Work Order/Task, PO Line against estimate or invoice
- Reconcile contracting vendor invoices
- Trace invoice expenses back to the originating contractor expense
- Report on expenses for tracking, estimating and negotiating purposes

2.6.6 SCHEDULING FUNCTION
Scheduling function shall enable to forecast future preventive maintenance dates for resource planning.
- Calendar Wizard for rapid scheduling
- Personal schedule to view an employee’s day on-line
- Vacation/Time-off request/approval process
- Overtime request approval process
- Entity calendar showing availability and scheduled work
- Employee Qualification Tracking
- Preventive Maintenance Forecasting
- Mobile Work Management

2.6.7 PREVENTIVE MAINTENANCE FUNCTION
2.6.7.1 Preventive maintenance schedule shall be capable of performing the following:
(a) Allows each asset / equipment to have a defined maintenance profile
(b) Helps to schedule planned preventive maintenance routines
(c) Control preventive maintenance procedures
(d) Control the issue and documentation of planned and un-planned maintenance work.

2.6.7.2 Preventive maintenance function shall have following features:
(a) Generation of preventive maintenance work-orders on demand, batched or automatically.
(b) Generation of preventive maintenance work-orders for planned shut downs.
(c) Sequence multiple job plans and consolidate multiple procedures on one preventive maintenance schedule.

(d) Facilitates clustering of PM work orders for various departments / divisions to take reduced planned equipment downtime.
(e) Capable of generating PM work orders on the basis of fixed frequency intervals or run hours.
(f) Reservation of inventory for scheduled PM works.

2.6.7.3 Conditional Preventive Maintenance (CM)
Intelligent real time condition management solution that collects and analysis real time diagnostics from plant production assets. The solution helps move organizations from a reactive to a proactive maintenance environment by predicting and correcting issues before they affect the plant. Function to integrate with CMMS to accomplish this; CM collects the data and processes the data through the rules stored in it, if warranted it will trigger PM Jobs or create work orders. It is also able to create and send e-mails or just collect statistics.

2.6.8 PURCHASING FUNCTION
2.6.8.1 Purchasing function shall have following features:
(a) Creation of purchase requisitions or purchase orders either from scratch or from the inventory or work order modules
(b) Create RFQs for multiple vendor bids
(c) Automatic release of agreement Purchase orders
(d) Creation of special orders for parts not stocked in inventory.
(e) Elimination of costly "Maverick Buying" by establishment of approved vendors.
(f) Direct issue of purchase orders and issue parts and services directly to work orders for the expense off items.
(g) Analyzing of vendor performance before ordering of parts
(h) Use of invoice matching
(i) Defining multiple tax rates to budget for interstate and international purchasing
(j) Auto re-order PR/PO generation for the spares, when stock falls below re-order level.
(k) PR to PO consolidation to group PRs by vendor into single purchase order.
(l) Line item /Purchase order status generation-Initiated (Unapproved), Approved,
Partial receipt, Completion of receipt, Invoice matched, Cancelled etc.

2.6.9 PERSONNEL FUNCTIONS
2.6.9.1 Personnel function shall have following features:
(a) Creation of employee details including employment and personnel information tracked.
(b) Assignment details like department, preferred staff, available weekly work hours tracked.
(c) Craft / salary rates-employees can be expensed to work orders by an average craft rate or actual hourly rates.
(d) Training / certifications of employees tracked by the system
(e) Security levels-each employee can be assigned access security levels for each of the functional areas in the system.

2.6.10 FINANCIAL
2.6.10.1 Financial function shall have following features:
(a) Facility for supporting double entry accounting for integration with any financial system.
(b) Creation of user defined financial calendars to correlate directly with accounting periods.

2.6.11 OTHER FUNCTIONS
2.6.11.1 Other facilities required are as follows:

(a) Interface to MS project to permit planning of work carried out in CMMS system to MS project for scheduling. Work progress can then be tracked in CMMS and used to update the project.
(b) CAD / Image viewing capability to enable users to store, mark up and view drawings, scanned images, word documents etc.
(c) Account code or project budgeting to enable users to set up periodical project budgets. The system will then be able to track actual and committed costs against budgeted costs.

2.6.12 REPORTING FUNCTIONS
2.6.12.1 Reporting facilities required are as follows:
(a) Standard Reports-Generation of standard reports on work orders, safety plans, inventory values and other critical points about maintenance operations.
(b) Report types- capabilities shall include columnar reports, forms, Bar Charts, Pie Charts, Cross tabs etc.
(c) Report generation- Crystal reports.
(d) Data export capability via crystal reports to Text, Excel/Lotus, Word documents, E-mail, HTML, ODBC, etc.

2.6.13 FUEL MANAGEMENT SYSTEM
Manage onsite fuel inventory with fuel card management systems to track vehicles, fuel, oil, and other fluids efficiently.

2.6.14 RESOURCES
Resource function shall allow to maintain detailed resource information to plan and analyze maintenance work related to company, service contract, tools etc.

2.6.15 CMMS DESIGN FEATURES
a. CMMS system shall be based on Client- Server and relational data base environment.
The system shall operate on a commonly used hardware platform and network operating system.

b. System shall be suitable for simultaneous use by multiple users. Presently, the system supplied shall be used by 100 Nos. users. However, the system shall be expandable in future to accommodate additional 100 Nos. users through additional client workstations and user licenses.

c. The system shall be suitable for a wide range of tagging systems and in particular KKS tagging system.

d. The system shall be password protected. It shall be possible to organise system users into groups and each group shall have a separate security profile. It shall be possible to provide additional personal security settings for individuals within a group.

e. CMMS processing shall be carried out in redundant independent servers. The system shall be able to obtain requisite plant equipment status data via OPC complaint protocol Data Access from the concerned plant control systems like plant DCS, different utility plant PLC control systems (unit specific control systems like AHP control system etc., Plant common systems like CHP control system, Switchyard SCADA system, River Water Control system, DM plant control system etc.)

The CMMS servers will be connected via BHEL supplied Station LAN network to the above plant systems and PLCs.

In addition, UTP cable will be used to connect old unit (6x250 MW) CMMS Systems (2 no Servers) through station LAN to the new units (the current system) 7&8 CMMS System servers. Cable routing and lengths will be finalized at site.

The data of the above plant systems/ old CMMS system/ PLCs need to be collected by 2 Nos. OPC servers configured in CMMS servers. **The configuration/ installation of OPC servers and data collection from all the plant systems/old CMMS system/ PLCs will be in CMMS vendor's scope.**

2 Nos. CMMS servers will also be connected to MIS system Servers via network supplied by BHEL. **If required, CMMS vendor will have to install and configure OPC Server on the CMMS Server in order to interface with MIS system server for transmission of maintenance related details for usage with MIS.**

f. The system shall have interface with Purchaser's ERP/SAP systems.

g. The system shall have facility to store bulk data for 5 years duration with facility for retrieval of the same. The system shall have facility to share all the data in the hard disk/back up media and provide user friendly utilities to retrieve and analyze stored data.

h. All software user licenses shall be valid for entire life of power plant. User should not have to pay any recurring license fee during the usage period of the system.

i. It shall be possible to upgrade the installed system with the latest available version of the software model for up to 15 years after commissioning.

j. CMMS system will be provided with relevant databases customized for modern power plant application which will be designed and populated at site during commissioning stage.

k. Consumables having limited shelf life as required shall be supplied by BHEL at the time of commissioning of system.

Note: To implement the above requirements, Vendor shall consider all the required modules of the CMMS Package proposed. In addition to the Proposed CMMS package, any other third party software / application / interfacing requirements as required to meet the specification requirement shall be in vendor's scope.

3.0 Project Schedule: As the proposed project is a Thermal Power Station, erection and commissioning activity period being 24 to 36 months, supplier should take account of such time frame and plan project schedules accordingly.
System supply (Hardware & Software Licenses) will be supplied immediately. Data collection, Data entry, Data Migration, Go-live and support activity will take place only after all equipments are supplied, erected and commissioned.
End User clearance is mandatory for starting of implementation stage of the project.

4.0 Customer Training: Training of the BHEL / End Users working on CMMS package is mandatory. Onsite training will be provided by CMMS vendor for a minimum of 16 persons for at least 2 weeks. 1 week will be dedicated to System functioning and 1 week for training in maintenance of the system. Any additional training requirements will be specified by BHEL / End-User during detailed engineering.

5.0 Post implementation support: Post implementation support after go-live is envisaged for a minimum period of 12 weeks.

6.0 Project closure: All tests shall be conducted at Customer location. This includes testing of CMMS Package Modules with live data as implemented. All de-bugging, checking of installed components and fine-tuning activities shall be carried out. 'Project Closure' / 'Work completion' certificate has to be obtained from BHEL / End-User.

7.0 Warranty:

Full warranty support, covering software maintenance and technical support, covering defects in CMMS software and functionality shall be provided for a period of 1 year from the date of completion of 'Post – implementation support'.

8.0 Documents to be Furnished:

8.1 Along with the Offer (in one set)

a) Technical write-up and Implementation methodology / plan, Reference List
b) Complete Bill of Material / Deliverables
c) Interfacing details with Plant DCS System.

8.2 After placement of Purchase Order: (for BHEL / CUSTOMER approval - in 6 sets)

a) Technical write-up and Implementation methodology / plan
b) Bill of Material

8.3 At the time of Dispatch: Final approved drawings / documents.
Four (4) sets of the following

a) Instruction / Configuration Manual.
b) Bill of Material, Technical write-up, Technical literature and Data Sheets.
c) Test reports / Certificates.

Apart from above one (01) set shall be sent directly to site.

One (01) set soft copy of offer as well as Final document shall also be provided to BHEL. The soft copy shall be in CD-ROM media and shall be compatible with Windows 10 with drawing / documents in AutoCad / MS-Word / MS-Excel / Acrobat / HTML formats.

9.0 IP Address assignment:

In order to communicate over the BHEL supplied Station LAN network, windows network teaming is to be configured over 2 Nos. RJ45 ports for each server and workstation. In network teaming, both the RJ45 ports are assigned the same IP address (i.e. the two physical ports logically behave as a single port) and any one port is operational at a point in time. The following IP address assignment should be adhered to in order to ensure smooth integration of CMMS nodes into the network:

Node	IP Address	Subnet Mask	Default Gateway
CMMS Server1	192.167.2.30	255.255.255.0	192.167.2.100
CMMS Server2	192.167.2.31	255.255.255.0	192.167.2.100
CMMS Clients 1-18	192.167.2.32-192.167.2.49	255.255.255.0	Not required
CMMS Clients 19-47	192.167.2.70-192.167.2.98	255.255.255.0	Not required
CMMS Clients 48-86	192.167.2.160-192.167.2.198	255.255.255.0	Not required
CMMS Clients 87-100	192.167.2.210-192.167.2.223	255.255.255.0	Not required

The above machines if in CCR/CER are or CMMS Room will be connected to BHEL supplied Station LAN panels (CNP51 and CNP52). Modules M1 and M2 will be used for CMMS of Switches L3CORSW-A (mounted in CNP51) and L3CORSW-B (mounted in CNP52) having IP address 192.167.2.100.

If the machines are located in remote locations, they will be connected to network switches mounted in wall mounted enclosures as per following list (BHEL supplied):

Switch Name	IP Address	Switch Name	IP Address	Default Gateway	Enclosure Name & Location
SLAN1-A	192.167.2.110	SLAN1-B	192.167.2.129	192.167.2.100	CNE01/SLAN/Stn enclosure at Station Building
SLAN2-A	192.167.2.111	SLAN2-B	192.167.2.130	192.167.2.100	CNE41/SLAN/Srvc enclosure at Service Building
SLAN3-A	192.167.2.112	SLAN3-B	192.167.2.131	192.167.2.100	CNE42/SLAN/SWAS enclosure at SWAS Room
SLAN4-A	192.167.2.113	SLAN4-B	192.167.2.132	192.167.2.100	CNE55/SLAN/CHP enclosure at Coal Handling Plant Control Room
SLAN5-A	192.167.2.114	SLAN5-B	192.167.2.133	192.167.2.100	CNE51/SLAN/AHP enclosureat Ash Handling Plant Control Room
SLAN6-A	192.167.2.115	SLAN6-B	192.167.2.134	192.167.2.100	CNE43/SLAN/ESP enclosure at ESP Local Control Room

SLAN7-A	192.167.2.116	SLAN7-B	192.167.2.135	192.167.2.100	CNE23/SLAN/WTP enclosure at Water Treatment Plant Control Room
SLAN8-A	192.167.2.117	SLAN8-B	192.167.2.136	192.167.2.100	CNE24/SLAN/CW enclosure at CW & ACW Pump House Control Room
SLAN9-A	192.167.2.118	SLAN9-B	192.167.2.137	192.167.2.100	CNE44/SLAN/FOPH enclosure at Fuel oil handling system Control Room
SLAN10-A	192.167.2.119	SLAN10-B	192.167.2.138	192.167.2.100	CNE45/SLAN/WSHP enclosure at Workshop
SLAN11-A	192.167.2.120	SLAN11-B	192.167.2.139	192.167.2.100	CNE46/SLAN/STR enclosure at Stores
SLAN12-A	192.167.2.121	SLAN12-B	192.167.2.140	192.167.2.100	CNE47/PLC/SCADA enclosure at Switchyard/SCADA PLC
SLAN13-A	192.167.2.122	SLAN13-B	192.167.2.141	192.167.2.100	CNE26/PLC/Elec enclosure at Electro Chlorination Plant
SLAN14-A	192.167.2.123	SLAN14-B	192.167.2.142	192.167.2.100	CNE48/PLC/AC enclosure at Air Conditioning & Ventilation System
SLAN15-A	192.167.2.124	SLAN15-B	192.167.2.143	192.167.2.100	CNE71/PLC/HYD enclosure at HYDROGEN PLANT
SLAN16-A	192.167.2.125	SLAN16-B	192.167.2.144	192.167.2.100	CNE61/SLAN/SPR1 at administrative building
SLAN17-A	192.167.2.126	SLAN17-B	192.167.2.145	192.167.2.100	CNE62/SLAN/SPR2 at Raw water pump House
SLAN18-A	192.167.2.127	SLAN18-B	192.167.2.146	192.167.2.100	CNE63/SLAN/SPR3 at River water intake House
SLAN19-A	192.167.2.128	SLAN19-B	192.167.2.147	192.167.2.100	CNE64/SLAN/SPR4 at CCTV monitoring Room

SLAN20-A	192.167.2.148	SLAN20-B	192.167.2.148	192.167.2.100	CNE65/SLAN/SPR5 at Fire Fighting Control Room
SLAN21-A	192.167.2.149	SLAN21-B	192.167.2.152	192.167.2.100	CNE66/SLAN/SPR6 at Maintenance mill area
SLAN22-A	192.167.2.150	SLAN22-B	192.167.2.153	192.167.2.100	CNE67/SLAN/SPR7 at ID fan area
SLAN23-A	192.167.2.151	SLAN23-B	192.167.2.154	192.167.2.100	CNE68/SLAN/SPR8 at 6.6KV Switchgear room

The 100 CMMS Client workstations will be distributed among the above locations only.

10.0 Notes:

a) Material has to be directly sent to Project site and service shall be provided at site. Project details and address will be intimated at the time of Enquiry / PO.

b) The charges for services will be paid to supplier on pro-rata basis upon submission of certificate by BHEL-Site office / BHEL-Engg.

c) Advance intimation of one week will be given for deputing personnel to site.

d) Vendor must furnish, all documents, in line with specification along with offer. Deviations if any must be clearly brought out in offer, since only such deviations shall be taken cognizance. Incomplete offers (without documents / not relevant documents as mentioned above) will be rejected without any communication.

e) BHEL, reserves the right to split the order with OEM as imported order (for duty benefit) & Services as indigenous order are under different suppliers (Authorized dealers of OEM) for above projects sent as separate enquiry.

f) Even if BHEL places split orders, the total overall responsibility of system integration at site for satisfactory operation lies with indigenous order only. However, individually each vendor as applicable has to offer separate lump sum unit rates for erection supervision & commissioning of system.

g) Supplier shall note that, BHEL role shall be limited to finalizing contract and placement of Order on the Supplier. Full implementation to the satisfaction of the End User is in the 'scope of Supplier'. i.e., BHEL role will be limited to certifying the work completion (for payment purposes), and to coordinate with BHEL Site office / End User / other data providers to help Vendor collect the data.

h) Supply, Design / Engineering, Testing, Implementation and Training, etc., of CMMS software package on a turnkey basis is in CMMS vendor scope. This activity also includes data collection, data entry, data migration, and so on.

i) For IBM DB2/ Oracle/ Microsoft SQL Server and any other software, Supplier should consider required Named Users/Clients for smooth functioning of system.

j) Suppliers should include Travel, accommodation, man-days and multiple site trips, etc., as a part of Implementation / Data collection process. Separate charges not admissible.

k) Present Data sources envisaged will be OEM manuals, O&M manuals, End-User inputs, P & IDs, Drawings, Catalogues, etc., available at End-User premises (in soft media or hard copies).

l) Reference List to be submitted for previously executed projects in India or abroad.

m) All other Terms & Conditions as specified by Purchase department shall be final.

n) Compliances to BHEL specification against each and every clause to be submitted without which offer will be rejected.

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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: 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: NKR0000159 **RFQ Date: As per EPS**
Due Date: AS PER EPS **Project: RRVUNL Suratgarh Units 7&8 (2X660MW)**
Item Description: Computerized Maintenance Management 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& ponnuguru@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: Items are to be directly despatched to BHEL's Site Office or Stores/Customer's Stores located at/near **SURATGARH in RAJASTHAN STATE**. Road Permit, if applicable, will be issued by BHEL along with Despatch Clearance.

Project Benefits:

Indigenous scope of supply:

a) Project is Deemed Export contract, Mega Power Project or Ultra Mega Power Project: Eligible for "NIL" Excise Duty. Necessary documents for availing Excise Duty exemption by suppliers will be furnished by BHEL.
~~b) Physical Export project: Eligible for complete exemption of Excise Duty & Sales Tax. Necessary documents for availing such benefits will be furnished by BHEL to suppliers.~~

- **Imported scope of supply:**
  ~~a) Project is Mega Power Project or Ultra Mega Power Project: Eligible for "NIL" Customs Duty.~~
  ~~b) Physical Export project: EligSible for complete exemption of Customs Duty.~~
  c) Merit Duty is applicable

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) /C.I.F /Bangalore (for sea consignments, Port of delivery is Chennai and destination is Bangalore) (Including Packing, Forwarding, Handling, Ancillary charges like processing of Sight Draft/ Letter of Credit, negotiation of bank documents, Export declaration, Country of Origin etc): ______________________________ .

S 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	**Excise Duty & Cess**	If applicable, indicate current rate of Excise Duty and maximum rate of Excise Duty (against proof of Excise Invoice). However, for calculation purpose and arriving at "Total Cost to BHEL" maximum rate of Excise Duty will be considered. In case Excise Duty remains firm throughout the contract, the same shall be specifically indicated. Otherwise, maximum Excise Duty will be considered for arriving at lowest bidder. However, reimbursement of Excise Duty shall be at actuals against proof of Excise Invoice only. (Within contractual delivery). ~~Physical export contract eligible for complete exemption of Excise duty against submission of necessary documents by BHEL like ARE-1/CT-1 form.~~	**APPLICABLE / NOT APPLICABLE** Present rate of Excise Duty with CESS ....% Maximum rate of Excise Duty with CESS ……………..%	
03	**Central Sales Tax (CST)**	If applicable, indicate current rate of sales tax against form "C". For issue of original form "C", vendor has to furnish "E1/E2" form. To enable vendor give E1/E2 form, photocopy of C form will be issued by BHEL. Please confirm submission of "E1/E2 Sale form". ~~For physical export project, Sales Tax is exempted against necessary documents furnished by BHEL.~~	**APPLICABLE / NOT APPLICABLE** Present Sales Tax rate against form "C" ……………. % **CONFIRMED**	
04	**Value Added Tax (VAT)**	If applicable, indicate current rate of VAT. When VAT is applicable, BHEL ROD's/ Nodal Agency's Name, TIN No. and address to be indicated in invoice. (Note that two original invoice and one tax invoice should be submitted to BHEL).	**APPLICABLE / NOT APPLICABLE** VAT rate at present ……………. % **NOTED**	
05	**Octroi**	If applicable, indicate current rate of octroi.	**AGREE** Present Octroi rate ……..%	
06	**Freight Charges (for indigenous scope of supply)**	Freight charges shall be to vendor's account. Quote lumpsum reasonable Freight charges separately in priced offer, plus service tax if any. Vendor's offer will be evaluated on "Total cost basis" including freight charges. Vendor shall book the consignment through their approved Road carriers on "Freight pre-paid" and door delivery consignee copy attached basis. Freight charges to be claimed from BHEL along with POD (Proof of Delivery) on original L/R.	**AGREED** and quoted as lumpsum amount in price bid. Service Tax _____% (extra /inclusive in freight charges)	
07	**Service Tax on E&C and Training Charges**	If applicable, indicate current rate of Service Tax ___________% Service Tax Regn. No. ___________ Confirmation that Service Tax register is maintained.	**APPLICABLE / NOT APPLICABLE** **CONFIRMED**	

08	~~**Parting of license for imported raw materials**~~	~~In case of Mega project, Ultra Mega project and Physical Export project where Custom Duty and Excise Duty are NIL and vendor is importing any raw materials / components for the enquired item, same are eligible for Zero Customs duty. As per EXIM policy, BHEL will part the import licence with the vendors to obtain import licence by themselves and custom clear the raw materials/ components by availing zero customs duty. Hence, please furnish list of raw materials / components to be imported by you with Quantity and CIF value (for which BHEL has to share import licence). The benefit due to the above shall be passed on to BHEL and confirmed in the quotation.~~ ~~If there are no imported raw materials/components, same shall be confirmed in the offer.~~	**AGREE** CIF value ………… **Yes, benefit passed-on to BHEL in the priced quotation.** **We confirm that there are no imported components.**	
09	**Delivery Period**	Within 08 weeks from the date of issue of approved documents or manufacturing clearance by BHEL, whichever is later.	**AGREE** ……………… weeks	
10	**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**	
11	**Inspection agency**	Materials will be inspected by : • BHEL • Customer/Consultant/BHEL nominated Third Party Inspection Agency (TPIA)	**AGREE**	
12	**Terms of Payment at the time of material supply**	Refer Clause "F" of Instructions to Bidder for BHEL standard Payment terms and loading factors applicable for non-compliance against payment terms: **Indigenous Scope:** **a)Supply with E&C** ~~b)Supply with Supervision of E&C~~ ~~c) Supply only~~ **Imported Scope:** **d)Supply with E&C** ~~e)Supply with Supervision of E&C~~ ~~f) Supply only~~ Note: Kindly indicate if High Sea Sales will be operated. If yes, confirm submission of relevant documents as per Annexure V of ITB.	**AGREE** **YES / NO** **CONFIRMED**	
13	**Performance Bank Guarantee (PBG)**	PBG will be applicable for a period of 36 months + claim period of 6 months for a value equal to 10% of the basic value of the purchase order. Refer Clause "**G**" of Instructions to Bidders.	**AGREE**	
14	**Terms of Payment not related to material supply**	**For Training:** 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. **For Engineering & Documentation Charges:** 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, whichever is later. Separate invoice to be submitted for Engineering & documentation charges.	**AGREE**	
15	**Mode of despatch**	**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	**AGREE**	

		Despatch Clearance from BHEL. **Imported Scope:** By Air/Sea through BHEL approved Consolidator/Freight Forwarder, only on receipt of Despatch Clearance from BHEL.		
16	**Despatch Documents**	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: Commercial Invoice, Excise Invoice (if ED is applicable), 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. **The precise list of despatch documents needed for a particular project will be specified in the Purchase Order.** One set of Invoice, Packing List and L/R or AWB shall be e-mailed/faxed immediately to BHEL-EDN after despatch.	**AGREE**	
17	**O & M Manuals**	As built Drawings, O & M Manuals and other approved documents shall be furnished in required no. of sets as per Specification/Purchase Order. 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.	**AGREE**	
18	~~**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~~
19	**Evaluation criteria for tendered item**	~~Itemwise evaluation of tendered item.~~ ~~Splitting of tendered quantity to MSE vendors (if any) is applicable.~~ OR 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**	
20	**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**	

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 to confirm following -

1. **Vendor to mandatorily quote for the lumpsum charge for customer visit for inspection as per Annexure for arrangement of customer inspection**
2. **Packing slip to be prepared such that Cross referencing with approved Bill of material is available in packing list**
3. **Mandatory spares, wherever applicable, shall have a separate PO**

VENDOR'S SIGNATURE WITH SEAL

NOTE: The above filled-in and signed-sealed document (in original) shall be furnished 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.

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

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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

(SVRao)

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 Phytosanitory / 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.

(SVRao)

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.

(SVRao)

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.

(Svrao)

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 ಹೆವಿ 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. <u>GUIDELINES FOR PREPARATION OF OFFER:</u>

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". Pease 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. **<u>Bank guarantee (BG) / Performance bank guarantee (PBG):</u>**

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. **<u>PROVISONS APPLICABLE FOR MSE VENDORS (MICRO AND SMALL ENTERPRISES)</u>**

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.

<u>PURCHASE PREFERENCE FOR MSE VENDORS:</u>

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
DO6	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 / transfering 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 Querry, 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……………………dated ………………………………… [3] valued at Rs……….. [4] (Rupees -----------------------)/FC………………(in words………..) for ………………………… [5] (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 the ……………………bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said 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 the ………………………………[7]we 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 to ……………..[9]

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 prinicipal is an individual, a partnership, an association of persons, a private or pubile company, that carries our 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.

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Vendor's Signature with Seal

Annexure-A

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.

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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).

Annexure-XII
High sea sales payment term:

"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."

GUIDELINES FOR QUOTING IN E-PROCUREMENT SYSTEM

1. **Wherever item required is one set, vendor has to mandatorily give break-up of items as per Bill of material of specification in Techno-commercial bid as attachment and Break-up price for each item in price bid as attachment. 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. Vendor is requested to fill up the "Global Discount" column of the e-tender price bid if any discount to be offered for consideration of price evaluation. Discount mentioned anywhere else will deemed to be invalid.
3. Price quoted by vendors in the EPS portal price bid will be final and other price quoted anywhere else in the attachment will deemed to be invalid.
4. Final comparative statement will subject to evaluation considering the other price impacts like loading factor and project benefits (refer attached special commercial conditions for project benefit).
5. Any technical or commercial clarification for this tender can be raised on or before 26.12.2016. No clarification will be entertained by BHEL after given cutoff date.
6. Applicable special commercial condition for the tender is attached along with tender documents. Submit duly filled and signed SCC along with your offer. Commercial terms quoted in SCC only will be considered for evaluation.
7. Any deviation in commercial terms, if sought by any vendor, should be clearly brought out in SCC. Any commercial term deviation mentioned anywhere else shall be ignored and not be considered for evaluation.
8. Sufficient time has been given to vendors for quoting in EPS. However If any new vendor is not having Digital Signature Certificate (Signing + Encryption) and willing to participate in the tender, vendor need to inform BHEL at least before four days of 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 expected date of getting new DSC. 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.
9. Evaluation methodology:

    a. Bidder's PQR bid only will be opened first for review and evaluation by BHEL. In case the bidders offer do not meet the PQR, then corresponding techno-commercial offer will not be considered for further evaluation in the tender. Technical bids of ONLY those bidders who meet PQR shall be opened for review and further consideration.
    b. Any new vendor participating for this tender, who is not registered with BHEL-EDN for this item, has to submit credentials along with techno-commercial bid.
    c. Any bidders declared qualified for meeting Pre-Qualification Requirements mentioned above but are not in customer approved vendor list for the project, their credential documents as provided by bidder in techno-commercial bid, shall be forwarded to M/s Customer for approval. Technical offer of only customer approved vendors will be

considered for further evaluation. Offer of Vendors not approved by customer will be technically rejected and shall not be considered for further process for procurement.

d. If required during evaluation of PQR and Technical offers/bids, vendor should be present at BHEL Electronic Division, Bangalore, for discussions. Further in the event of order, during approval of the Vendor documents by Customer, Vendor shall accompany BHEL representative for discussions with customer / consultant.
e. Above guideline does not prohibit any vendor to submit their offer along with clause wise deviation from the specification/commercial terms in SCC. Changes, if any, in technical specification / Scope etc shall be informed to Participating bidders only.

Clause towards arrangement of customer inspection by vendor:

Generally, 01 (one) RRVUNL Inspector shall carry out inspection and the details viz.,**Arranging Travel, Boarding, Lodging & reimbursement of Journey DA & Local Transportation expenses** to the RRVUNL inspector are as mentioned under:

1. **Travel Expenses**:

a. **Onward Journey**:

i. **For travel which can be performed overnight by train / road and in case of Inspector's demand**: Vendor shall arrange the ticket limited to 2AC Train Fare.

ii. **For travel which cannot be performed overnight by train / road:** 2AC Train Ticket from Customer starting point to the nearest airport, Air Ticket (Economy Class) from there to the nearest airport at vendors' works and 2AC Train Ticket / AC Taxi, as applicable, from there to Guest House / Hotel shall be arranged by the vendor.

b. **Return Journey**: Vendor shall arrange for return journey applicable, as indicated in 1(a) from Guest House / Hotel to Customer starting point.

In this context, customer starting point probably can be Jaipur, Suratgarh or Chhabra.

2. **Boarding, Lodging**: Food & Standard-AC Room Hotel Accommodation to be arranged by the vendor. The boarding & lodging charges put together shall be limited to INR 3,500.00 per day (Taxes & Duties extra as applicable).

3. **Journey DA**: Journey DA @ INR 250.00 per day shall be provided to the Inspector by the vendor.

4. **Local Transportation**: Local Transportation from Guest House / Hotel to vendors' works and back to be arranged by the vendor.

5. **Other Local Transportation** incurred towards inspection (ex: Customer's residence to Railway Stn. / Airport / Bus Stand, Interim local travel, if applicable and back etc.) which are not arranged by the vendor, shall be reimbursed to the Inspector by the vendor limited to INR 1500.00, per inspection visit.

*Please be informed that "**The total cost to BHEL**" will be calculated including these inspection charges for arriving at L1 status. In this regard, the inspection charges are to be necessarily quoted in Lump sum and should be inclusive of taxes & duties*.

Payment Terms towards Inspection Charges is proposed as: "100% payment with applicable taxes & duties will be paid with 15 days credit from the date of submission of complete set of documentation to BHEL". It shall be noted that this payment will be made without linking to main supply payment.

Documents to be produced by the vendor to BHEL for processing of the above charges, as permissible:

- Air Ticket / Train Ticket / Bus Ticket / Taxi Receipt to be produced for Sl. No. 01 above.
- Hotel Bill signed by RRVUNL representative to be produced for Sl. No. 02 above.
- Cash Receipt signed by RRVUNL representative to be produced for Sl. No.s 03 & 05 above.

In this connection, the under-mentioned conditions shall be clearly noted and to be understood by vendor to enable smoother processing of inspection charges:

A. In cases of stage inspection / staggered inspection / re-inspection on account of equipment failure (or) otherwise(material cleared in first inspection itself), the amount reimbursed to vendor will be limited to the Lump sum Charges quoted in Price-Bid (or) actuals claimed by vendor, whichever is lesser.

B. In the event of cancellation of inspection by RRVUNL Inspector, charges incurred towards cancellation of AIR / Train / Bus Tickets only shall be reimbursed.

C. In the event of inspection waiver after booking the tickets as per confirmation by RRVUNL for carrying out inspection, charges incurred towards cancellation of AIR / Train / Bus Tickets only shall be reimbursed.

D. Only in case of material not found ready after RRVUNL visit to inspect the material, the incurred inspection charges against that inspection alone shall not be reimbursed to vendor by BHEL. Needless to mention that vendor has to bear / reimburse all charges mentioned in Sl. No. 01 to 05 above, to customer.

Please be noted that Inspection call shall be raised on RRVUNL, only upon receipt of Internal Test Certificates wherever possible, thereby ensuring material readiness for inspection. Also, as far as possible, vendor shall ensure that materials being ordered as per contract are to be offered for inspection in a single package / lot. Also note that Inspection shall be scheduled preferably within 02 weeks from the date of receipt of inspection call.

Vendor's compliance to the above clause shall be provided by uploading signed and stamped copy of this document in part-II bid submission.