

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

**Tender Document for Supply and E&C of EPABX SYSTEM for MAITREE -2x660 MW
(Ref. BSV0000044)**

TENDER REFERENCE DOC	BSV0000044 dtd: 17.07.2019
TENDER DOCUMENT AVAILABLE FROM	19.07.19 in www.bhel.com & www.eprocure.gov.in
LAST DATE AND TIME FOR SUBMISSION OF TENDER	02.08.2019, 13.00 hrs
DATE AND TIME FOR TENDER OPENING	02.08.2019 13.30 hrs
SUBMISSION OF OFFER	Bidder to submit offer in eps mode only. www.abcprocure.com

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: BSV0000044 RFQ DATE : 17.JUL.2019	Due Date 02.AUG.2019 Time: 13:00 HRS VENUE : NEW ENGG. BLDG
MMI:PU:RF:003			

PURCHASE FILE COPY

(for all correspondence)

Purchase Executive : SAVITHA B

Phone : 080 26998653

Fax :

E-mail: savitha@bhel.in

Please submit your lowest quotation subject to our terms and conditions attached for the material mentioned below. The quotation must be submitted in eps system.
(In website <https://www.abcpocure.com>) on or before the due date by **13.00** hours IST and will be opened on the same day at **13.30** hours .

Sl No.	Description	Qty	Unit	Delivery qty	Delivery Date
1	PR0460003086 EPABX System for Maitree STPP EPABX system for 2x660 MW Maitree Super Thermal Power Project at Rampal, Bangladesh as per PS4702152 Test Certificate	1	ST	1	Refer SCC

Total Number of Items - 1

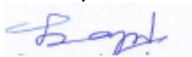
Please specify Terms of delivery, GST, Ex-BHEL, Ex-works ,P&F, Freight and other taxes very clearly .

For evaluation,exchange rate(TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid incase of two part bid) shall be considered.

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

- This is only RFQ not an order.
- In all correspondence quote RFQ No. & due date.
- In Quotation BHEL material code / RFQ Sl. No. should be mentioned clearly.
- Quotation should remain valid for a minimum peiod of 90 days of TBO.
- In case of non-receipt of Quotation or regret letter for 3 consecutive RFQs you are liable to be removed from our vendors list.
- All Prices should be written in words and numbers.

For and On behalf of BHEL.

		 A4-11	Section - A		Ref : CE/470/EPABX/GI	
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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.		GENERAL INSTRUCTIONS TO BIDDERS				
				REVISION: 00	Approved: Alok Mandal 	
			Prepared  Patrali Sanyal	Issued CE-Engg-SCADA	Date 01.07.19	

			GENERAL INSTRUCTION	Ref : CE/470/EPABX/GI
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SECTION –A GENERAL INSTRUCTIONS TO BIDDERS Introduction : Bidders are required to submit technical offer for IP based EPABX system for 2x660 MW Maitree Super Thermal Power Project, Rampal, Bangladesh for plant wide communication. The bidder shall be totally responsible for the desired performance of the offered EPABX system including survey, design, engineering, manufacturing, testing, supply, installation and commissioning. All required documents against this tender/specification shall be submitted in English only. 1. Submission of Documents : a. Documents listed in Section-B of this specification for meeting Pre Qualification Requirements (PQR) should be submitted in separate cover with “Section – B – Pre Qualification” written on cover. b. Technical offer / proposal as per Section-C of this specification should be submitted in a separate cover with “Section – C Technical offer” written on cover. 2. Evaluation methodology : a. Bidder’s PQR document cover 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 those bidders who meet PQR shall be opened for review and further consideration. b. Bidders declared qualified for meeting Pre Qualification Requirements mentioned in section B and are presently not registered with BHEL EDN Bangalore for supplying EPABX system, shall be informed by email to submit online BHEL vendor registration form at www.bhel.com. Further, bidders meeting PQR criteria but are not already approved vendors by M/s BIFPCL for the project, their credential documents as provided by bidder under section-B, shall be forwarded to M/s BIFPCL for approval. Vendors who are not approved by M/s BIFPCL, their offer will be technically rejected and shall not be considered for further process for procurement. c. If required during evaluation of PQR and technical offers/bids, vendor should be present at BHEL Electronics 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.				

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PRE-QUALIFICATION REQUIREMENTS

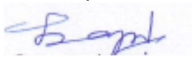
Approved: Alok Mandal


Patrali Sanyal

CE-Engg-SCADA

01.07.19

			PRE-QUALIFICATION REQUIREMENTS	Ref : CE/470/EPABX/PQR
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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company. <u>SECTION –B</u> <u>PRE-QUALIFICATION REQUIREMENTS (PQR)</u> 1. Bidder shall submit DOT/TEC certificate for the IP based EPABX system being offered. 2. Bidder shall have successfully designed, installed and commissioned the offered system with minimum 200 lines in at least 2 industrial plant units, each of which has been in satisfactory commercial operation for at least 2 years. Bidder has to submit evidence of satisfactory performance of the offered system for at least two years as on date of opening bid. The following documents are required for acceptance: 2.1 Un-priced purchase order copy of end user placed on bidder. 2.2 Certificate issued by end user mentioning the date of installation, model number of the supplied system 2.3 List of past supplies in tabular form mentioning name of project, year of supply, year of commissioning, make of system etc Note: If the furnished PTR, end user contact details are found wrong/incorrect, the offer will be rejected. 3. The responsibility of complete system including Engineering, selection of components, and erection and commissioning shall be with original EPABX manufacturer. For this OEM shall submit a letter in original. Further, OEM shall also submit letter indicating availability of service, spares for a minimum of 5 years after supply. 4. If Bidder is not Original Equipment Manufacturer (OEM), then Bidder has to include Authorization letter from OEM for Design, Engineering, Manufacture, Testing, Supply, Erection and Commissioning of the offered system. 5. Along with the documents related to PQR above, following details shall also be included in the Offer: 5.1 Technical literature / Manuals of offered EPABX system 5.2 Details of Manufacturing, testing & inspection facility. Note: In case Bidder does not submit details mentioned in above clauses or meet the requirements of Pre-qualification requirements, Offers will be summarily rejected and Bidder’s technical offers/proposals will not be evaluated. Please read carefully the General Instructions in Section-A of this specifications.				

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.						
		PURCHASE SPECIFICATION OF EPABX SYSTEM FOR 2 x 660 MW MAITREE SUPER THERMAL POWER PROJECT, RAMPAL, BANGLADESH				
		REVISION: 01	Approved: Alok Mandal 			
			Prepared  Patrali Sanyal	Issued CE-Engg-SCADA	Date 01.07.19	

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.		i. The System shall feature one-to-one or one-to-multiple hotline voice communications with facility for immediate calling from a location to another location(s) without dialing. j. Interactive voice response capability and directory service shall be supported.		
		3.2 System Architecture a. The system architecture shall be based on ITU-T H.323/3.0 and IETF SIP/2.0/MVCP standards and shall be capable of migration to IPv6. b. The system shall be equipped with total 550 no subscriber line including 350 no analog subscriber lines and 200 no IP lines, expandable up to 800 lines by addition of suitable hardware and software in future. c. The main EPABX and IP networking with the local survivable media gateway shall be interconnected through a FO cable backbone network. d. The TDM telephone sets shall be connected to nodal media gateway equipment through copper cable network and IP phone sets shall be connected to the Ethernet port of Ethernet switch. e. The nodes shall be connected by 1 GBPS Fiber optic Ethernet LAN. At each of the nodes, field Ethernet switch with fiber and electrical Ethernet interface shall be deployed. The Ethernet port of the field Ethernet switches shall be connected to the OFC backbone and shall comprise the OFC backbone network. The distributed media gateways connected to the Ethernet ports of the field Ethernet switched shall connect the TDM phones. At VoIP server end L3 switch in 1+1 clustering with high availability mode shall be connected to VoIP server. At nodes the Ethernet switches shall be L2 type with fiber and copper. f. IP telephone sets shall be connected to PoE based Ethernet switch directly over Cat-6 cables. TDM telephones shall be connected via copper cable lines.		
		3.3 Design Objectives and Performance criteria a. The telephone system shall be configured to ensure that the system availability is equal to or greater than 99.99%, with no complete loss of telephone service under any circumstance. b. Quality-of-Service supported by the network shall be compliant with the ITU-T Y.1541 recommendation. c. System shall guarantee voice and video applications to satisfy the mean delay and jitter values stated for Class-0 QoS : i) Latency below 150 m sec; ii) Jitter below 50 m sec. d. The System shall support the following signaling protocols, as a minimum: i) QSIG ii) Q.931 iii) SIP/2.0 iv) H.323/3.0 v) H.320 vi) MVCP e. The system shall comprise of standard call processing platform of call servers/ gatekeeper servers/ media servers based on industry standard hardware and software. The system shall be based on open standards multimedia communication protocols i.e. SIP. The system shall be configured to support Unix / Linux / Solaris, which is incorporated on open standards. No proprietary operating system shall be used. f. Servers and switches in the main exchange shall be configured in dual hot redundant mode (N : N) to avoid any single point of failure. The standby server shall remain synchronized with the active server and shall be able to take over the database and telephony functions seamlessly in case of failure of active server without disruption of active calls. g. In case of catastrophic failure of the exchange, media gateways shall work independently as islanded units to provide telephony services to the extensions (Analog & IP) of their respective plant areas without manual intervention.		

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.			h. Fault in the network including link failure, switch failure etc. shall be flagged with visual indication to the operator with printing of the same. i. The system should offer BHCC of minimum 3,00,000 to ensure superior traffic handling capacities. j. The offered system shall be modular in design. The architecture of IP PBX shall be capable of seamless migration to its maximum capacity by simply adding gateways and peripheral cards on the set of control server without compromising on any functions / features of this system or any degradation of service. k. The system shall have universal slot architecture for maintaining flexibility in assigning any peripheral cards to any slots. 20% spare wired slots shall be provided. l. At the time of failure of the main exchange, media gateways at different locations shall function amongst the IP and TDM telephone sets. Switch back from survivable media gateways to main exchange shall be automatic on recovery, without manual intervention. m. Once main call server fails, entire system (users of Media Gateway) shall not be affected & there shall not any feature limitation i.e. they shall get all the features which are permissible over IP backbone. n. The system shall be configured to support interfacing with audio conferencing system at Plant central exchange on SIP trunks in case of external appliance based server. o. The equipment shall be capable of supporting standard telephone instruments from any manufacturers. p. The System shall be designed with the focus on security issues. Security shall be guaranteed with a solution based on, as a minimum, IPsec Policy, SSL, TSL and firewall. All necessary means to preserve confidentiality, authentication and integrity shall be evaluated. Procedures for user's authentication, authorization, and accounting shall be deployed for this purpose. q. The System shall be provided with installed capacity to accommodate a 20% expansion. r. Configuration of the system shall be achieved by software for maximum flexibility. A "user friendly" setting up and checking routine shall be provided which enables an operator using a PC to implement speed commissioning and fault finding functions. The use of these methods shall allow adjustments to be easily made when the system is installed without resulting in modifications to the system wiring. The system shall be provided with standard serial interface (preferably a USB connection) to be connected with a laptop for local and remote access for maintenance and operations activities. One Notebook PC shall be provided for these functions. s. All software utilized shall be the latest and upgraded version. t. The server shall be designed to comply with EMI and RFI Regulations particularly the requirements of IEC 61000 series. u. The system shall be specifically designed for life safety application and shall be of proven design. The equipment shall comply with latest electromagnetic compatibility directives 89/336 EEC and shall also comply with the low voltage directive. v. Software The software shall be "User Friendly", for easy re-configuration, maintenance and future expansions. The software shall be able to work with the latest windows version. w. Interface with PA System etc. The VOIP Server shall have the provision of an interface to the telephone system to enable users to broadcast routine speech announcements from telephones assigned the correct class-of-service. Facilities shall be included to prevent acoustic feedback that may be generated from telephones situated close to loud-speakers. The IP PBX shall have the facility to be interfaced with GPS clock for Time Synchronization (preferably IP based GPS interface i.e. SNTP etc)	
			3.4 User Feature Requirement Specifications All the users connected over IP backbone shall avail of the following features along with the detailed sub features as mentioned thereof with no exception. a. Call Generation b. Call Hold c. Call Completion	

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited . It must not be used directly or indirectly in anyway detrimental to the interest of the company .		d. Ring Generation e. 3 way Conference f. Universal Numbering plan. g. Audio Level h. Call Forwarding unconditional i. Call Forward on No answer j. Call Forward on Busy k. T.38 Fax Relay l. VAD (Voice Activity Detection) m. CNG (Comfort Noise Generation) n. Caller ID o. Call Waiting p. Message waiting q. Camp on Busy, Camp on Idle r. Call Pickup s. DID (Direct Inward Dialing) t. Hold Retrieve u. Speed Dial v. Toll restriction w. Day Night Scheduling x. Call Consultation y. Group Pickup z. Register aa. Speaker ON/OFF bb. Specific Trunk Group Seize cc. User Location (Country , Time Zone)		
		4.0 EPABX KEY FEATURES The server shall provide following features as a part of its telephony functions. a. Alternate Path Routing: In case of faulty lines the IP-PABX shall submit call requests to other lines, as far as alternate lines are available. b. Direct Inward Dialing (DID): Routing of incoming calls from an incoming trunk directly to the called party without operator intervention, or if the extension is not known the operator can connect the caller to the required subscriber. c. Direct Outward Dialing (DOD): Obtaining access to the telephone network without attendant assistance. Outgoing trunk lines shall be provided for the connection to the Bangladeshi public telephone network. d. Classes Of Service: The IP-PABX shall provide various classes of service. The classes of service shall, at minimum, as follows: • Internal calls only • Internal calls plus outside calls set up by the operator • Internal and local outside calls. • Unrestricted calling. e. Automatic Call Back On Busy: When a called line or subscriber is busy it shall be possible to execute a call back. When the busy line or subscriber becomes free the system shall automatically alert the user that the extension has become free. Once the line is picked up it shall automatically redial the line / subscriber that were initially busy. f. Multiple Trunk Access Codes: Assignment of the trunk access codes shall be flexible, accommodating one or two digit access codes. g. Automatic Route Selection (ARS): The equipment shall allow for automatic selection of the best available trunk route for outgoing calls. If the primary route is blocked, the PABX switches shall be able to select a secondary route.		

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.	h. Night Answer Service: Manual or automatic transfer or answering of incoming calls from a specified subscriber number or energizing a common signal. Any user shall be able to answer the call by entering a single digit code. i. Programmable Function Keys: The telephone sets shall have programmable function keys for direct or speed dialing of subscribers. j. Call Forwarding: Calls to an unattended user shall be forwarded automatically to another. At least three types of call forwarding shall be supported: all calls, busy and no answer. k. Call Transfer: Transferring of calls to another user shall be possible. l. Call On Hold: The telephone system shall permit users to place a call on hold and be able to dial a third party either local or external. The user shall be able to release or hold the call, establish a second consultation call, return to the original call or connect the original call and the consulted party together. m. Abbreviated Dialing: Abbreviated dialing of frequently dialed numbers within or outside the Plant. A minimum of 50 numbers is required. n. Call Waiting: A busy user shall receive a distinctive tone indicating that a second call is waiting. The user shall be able to put the first call on hold to answer the second call and be able to return to the original call. Call waiting shall have a visual indication on the telephone. o. Camp-On: If the called user is busy when a call is made, call- back ringing shall inform the caller when the user becomes free by using this feature. After the extension answers the call-back ringing, the dialed number shall be automatically redialed. p. Caller ID / Call Logging: The incoming caller’s phone number shall be displayed at system display phones, which are sent from a trunk. Answered and not answered calls shall be logged. Logged calls shall be called back by selecting the relevant call and pushing the redial button / key. q. Conferencing: The IP-PABX shall allow setting up multiple conference calls from 3- party up to 8-party at the same time.			
	5.0 VOICE RECORDING SYSTEM The voice recording system will provide following functionality and features. • Configurable phone numbers (extension numbers) for voice recording • Voice recording shall start immediately when the call is established. • Start and end of voice recording shall be stored with a date and time stamp. • For all answered and unanswered calls (incoming and outgoing) the call setup time from ringing tone issue to call connection shall be stored with a date and time stamp. • All data, date and time stamps and the correlated voice recordings must be locally stored within the voice recorder for at least one (1) week. • Suitable automatic back up functionality must assure: that data or voice recording isn’t possible due to storage capacity of voice recorder that a regular back up of data or voice recordings to external storage media takes place. • Suitable functionality shall be provided for search and playback of voice recordings. • Statistical analysis functionality shall be provided for: recorded voice calls duration of individual voice recordings in average voice recordings per day, week and month amount of successful / unsuccessful operator call (incoming and outgoing) graphical presentation of the statistical analysis data.			
	6.0 SCOPE OF SUPPLY Scope of supply shall be as per BOM Table 5.			
7.0 TECHNICAL DATA OF EPABX AND OTHER ASSOCIATED EQUIPMENT 7.1 EPABX a) Make: Ericsson-Aastra /Alcatel /Unify-Siemens / Tadiran / Matrix / Karel / Clixxo / any other make approved by DOT/TEC				

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.		b) Number of connecting lines (IP + TDM): 550 no c) Number of P & T lines (Analog Trunks): 16 no d) System configuration: Redundant server		
		7.2 Online Redundant UPS UPS shall provide a regulated and uninterrupted single phase A.C. power during normal and emergency operation. UPS with following specification shall be provided at main EPABX room for PC, printer, EPABX system (server, switches, gateways etc) a) Make : Hitachi Hi-rel/Emerson/Merlin & Gerin/Gutur/Fuji Electric b) Type : Online redundant c) Backup time : 10 hr d) Battery Bank : Ni-Cd (Make – Amco SAFT/HBL) or Lead Acid Plante (Make – Exide)		
		7.3 EPABX communication server a) The Communication Server as would be deployed in a resilient (both hardware and software resiliency) manner over the distributed IP Infrastructure (LAN / WAN), shall form part of the IP PBX infrastructure. b) The communication server shall be based on either a 32 bit or 64 bit computing platform wherein the operating platform shall be based on open standards. c) The server shall constitute of at least 8 GB RAM expandable up to 16 GB as would be necessary for concurrent system CPU processes during operation of the system for the scope of maximum capacity. d) The server shall have 230V AC supply for power supply requirements (from UPS). e) The server shall mandatorily be of a 19” form factor capable of fitting into a standard 19” network enclosure. f) The server shall have Dual HDD (min 256 GB) with RAID 1 architecture. g) The server shall have min 3 USB ports, IDE CD/DVD-ROM drive, two GB Ethernet ports.		
		7.4 Media Gateway a) The Media gateway shall be individually survivable within the gateway whereas can be registered to a local call server. b) The media gateway shall be modular in design. Analog line cards with same port sizing are to be considered for all media gateways. c) The Media gateway shall support the following VOIP functionality : SIP Proxy, SIP 2.0, SNMP V1/V2/V3 , L2 &L3 functionality, VLAN IEEE 1p/Q, RTP/RTCP, TELNET, IPV4 RFC 791, ITU G.992.5 etc d) The Media gateway shall be operated through UPS of 230V AC for uninterrupted service. e) The Media gateway will be operational with any Open standard SIP call server. f) The Media gateway will have min 02 Nos. Ethernet port. g) These units should be able to provide hybrid end points i.e. both IP and TDM (analog/digital). h) In case of complete cut off from all servers the local media gate way will act independently for handling internal calls of the area through local server.		
		7.5 IP Telephone a) 8 line appearance/feature key buttons – with dual LED’s (Red, Green) b) Backlit display – 3.5” diagonal, 3 rows by 20 characters c) Full – duplex speaker phone & Message waiting indication d) Four-way navigation cluster button e) Volume button- (separate volume levels in the handset , headset, speaker and ringer) f) Fixed Button like contacts button, Call Log button, Redial Button, Speaker button, Mute Button, Headset Button, Hold Button, Conference Button, Transfer Button etc. g) Ethernet (10/100) line interface with a secondary 10/100 port for collocated laptop or PC h) PoE 802.3 of class 2 device, also supports a local power supply		

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.		i) Contacts application – supports up to 100 entries j) Call Log – contains last 100 calls k) H323 protocol support l) Standards - based codec support : G.711, G.726, G.729 A/B		
		7.6 TDM Telephone with CLI (Desktop & wall-mounted) a) Last number redial b) Manual pause c) Dual-tone ringer, volume adjustable in 2 steps (high, low) d) Mute e) Pulse or tone dialing, temporary Switch-over possible with CLI display. f) Memory storage g) Make : Beetel / BPL / any other reputed make 7.7 Weather proof Telephone Weather proof telephone is for wall mounting and suitable for outdoor installation. Telephone enclosure shall be made of aluminium alloy casting which has suitable entries for wiring through weather proof cable glands. Gaskets are to be provided for weather proof protection. Make : Baliga / any other reputed make 7.8 Explosion proof Telephone In hazardous areas telephone sets with explosion proof and corrosion resistant metal cases shall be provided. Make : Baliga / any other reputed make 7.9 Acoustic Booth For high ambience noise area, acoustic booths will be provided. Booths are made out of fiberglass reinforced polyester. Booths are fire retardant, corrosion resistant and UV resistant. Booths shall be equipped with hooter, flasher etc. Acoustic Booth provides noise reduction level upto 10 dB. Make : Baliga / any other reputed make 7.10 Alarm Bell For high ambience noise areas, an auxiliary bell of sound pressure level 110 dB (max), distance 1 m shall be connected to telephone sets. 7.11 PoE Based L3 Managed Core Switch : Network Switch a) The Central control switch shall be manageable type with minimum Layer-3 functionality. The switch shall have required nos. of single mode fiber optic (FO)/SFP and RJ-45 port including 20% spare for each type of port. No media converter shall be used for connecting OFC cable to switches. All the switches shall be fed from UPS as per requirement. The switches shall be PoE based. SFP FO port shall have communication capability upto 10 Km distance. b) All switches shall be provided with surge protective device c) The switches shall support both ring and star architecture. d) Layer-3 Switch shall be 19" Rack Mountable having Min. 24 Nos. 10/100/1000 BaseT (Auto Sensing) ports And Min.12 Nos. free mini SFP/GBIC slot to accommodate 1000 BaseSx / 1000BaseLx Ports upgradeable. Modular support for adding two 10G ports if required in future. All ports shall be switched ports. e) Operating temperature -10 to 60 Deg C f) The L3 switches shall be operated through UPS.		

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7.12 PoE Based L2 Managed Switch a) Switches shall be Minimum Layer-2 manageable type and 8 port or 24 port 10/100 Mbps port with 2 Nos. SFP SM FO Port. The switches shall be PoE based. SFP FO port shall have communication capability upto 10 Km distance. b) All switches shall be provided with surge protective device. c) All switches shall be PoE based and shall support both ring and star architecture. d) Operating temperature -10 to 60 Deg C. e) The L2 switches shall be operated through UPS. 7.13 Maintenance & Diagnostic Station PC and printer with following specifications shall be provided for maintenance, Call billing & Diagnostics of EPABX Printer: 1 No of A4 Laser Printer (Epson / HP/Canon/IBM/Xerox). PC: One no of computer with minimum Intel i7 processor, 2.0 GHz minimum with latest Intel Chipset (HP- Compaq / Dell / IBM-Lenovo/Siemens Fujitsu) a. Shall operate in non-AC environment of 0-50 Deg C b. 230 V /240 V AC single Phase c. 8GB DDR4 RAM. d. 1 TB Hard disk drive, USB drive, 52x RW DVD Drive e. 24" LED monitor with power saving features f. 10/100 BASE-T Ethernet network card. g. Minimum Two USB ports h. PS2 minimum 104 Keys keyboard i. Three button mouse (optical) j. Pre-loaded Windows 10 latest release with media, antivirus software and other required software/driver k. All components shall be windows latest version professional certified l. Computer Table , Printer Table & Operator chair [Make: Godrej/ Featherlite / Pyrotech /OTS office tech/PAN office] 7.14 Power Cable 3 core, 2.5 sqmm Power supply armoured cable of any reputed make is to be supplied. Interconnecting power cables shall be heavy duty 1100 volts grade multicore stranded copper conductor, PVC insulated, FRLS, extruded PVC inner sheathed, galvanized round steel wire/ strip armored and extruded PVC overall sheathed conforming to IS:1554 as revised and amended up to date. 7.15 CAT 6 Cable CAT6 cable shall be Unshielded Twisted Pair (UTP- CAT6 Cable) category 6 LAN (local area network) four pair cable per box (305 mtrs). Blue Colour 23 AWG, which is UL listed, 3P certified and tested, conforming to the following standards in Cat 6 UTP cable like 250 MHz speed, IEC 11 801 edition 2.0, Nominal Velocity Propagation (NVP) 72%, as per EIA/TIA standards and cable laying shall be through the existing MS/PVC conduit or floor raceways including connections etc. as required complete in all respect. Make : Legrand (LCS2)/Ortronics/ Luscent/ Amp/Avaya/Belden/Digilink/D-link/any other Reputed make) 7.16 Main Distribution Frame (MDF), Sub-Distribution Frame (SDF) And Junction Boxes a) The MDFs, SDFs and junction boxes shall be FRP based enclosed, corrosion resistant, dust and weather proof complete in all respects with inspection covers, terminal strips etc. The covers shall be gasketed. b) The MDFs shall be installed indoor. The MDFs shall be complete with requisite number of test jack assemblies. All incoming & outgoing telephone cables to/from MDF in the telephone Exchange					
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		room for the subject EPABX type exchange shall be terminated on the MDF in Telephone Exchange Room for which suitable connecting facilities shall be provided on the MDF in Telephone Exchange Room. MDFs shall be installed with required no. of connector blocks with all necessary protection arrangements. c) Junction boxes for distribution of lines shall be suitable for easy, proper & long life trouble free termination. The junction boxes shall be suitable for indoor and outdoor applications. The quantity of indoor and outdoor JBs shall be as per requirement. d) Degree of protection for MDF, JBs shall be IP54 for indoor and IP55 for outdoor application.		
		7.17 Conduits a) Conduits shall of PVC, minimum size of conduits shall be limited to 20 mm. b) These shall be supplied in standard length with min. wall thickness. 7.18 Sockets, Matching Plugs for connection of telephone sets Heavy duty, flush mounted, indoor type, RJ-11 sockets (Telephone Rosette Box – flush mounted) shall be provided for mounting on wall/furniture. Wiring for each telephone set shall be terminated to the 2 pin socket to which the respective telephone set shall be connected through matching plugs. 7.19 Accessories a) Information Outlet (I/O) of CAT-6 UTP Information outlet shall be RJ45 Toolless Information Outlet of CAT-6 UTP with white colour RJ-45 transparent shuttered socket outlets (modular) with all accessories including label holder, both side colour marking as per EIA/TIA standards. conformity of standards like ISO/IEC ed. 2, EN 50173 and EIA/TIA 568 for fast connection socket and it takes fast tool-less connectors with contact marking by double colour code 568A and B and numbers connectors with insulation displacement contact (IDC). It has the possibility of min. 5 times re-wiring in the event of error, multidirectional cable entry. b) Face Plate (Plastic Modular Face Plate white in Colour 1 Module) Face Plate shall be white modular plate type front plate with accessories for 1/2 nos RJ 45 data outlet, but excluding RJ45 data outlet complete in all respect with grid plate, screws, MS box etc with connections as required. c) Rack End Patch Cord-1 mtr. Blue in Colour The Patch Cord (Single mode) shall be of CAT6 UTP PATCH CORD - 1 MTR (3 feet) Blue Colour factory moulded as per EIA/TIA standards. d) End User Site Patch Cord-2 mtr Blue in Colour End User Site Patch Cord (Single mode) shall be of CAT6 UTP LSC2 PATCH CORD – 2 MTR (7 feet) Blue Colour factory moulded as per EIA/TIA standards. (Make : Legrand (LCS2)/Ortronics/ Luscent/any other reputed make). e) 19" rack mountable 24 Port CAT6 UTP Patch Panel Loaded This item shall be 24 port PATCH PANEL RJ-45 Loaded CAT-6 UTP 19" rack mountable patch panel preferably with front loaded 6 in a blocks as per EIA/TIA standards, modular in mechanism. (Make: Legrand (LCS2)/Ortronics/ Luscent/any other reputed make). f) Stand alone Rack /Cabinet Cabinet shall be of Width (mm) 800 (max), Depth (mm) 800 (max), and height max 42U. CRCA 'D' Grade thickness (mm) 1.2, Powder Colour for Cabinet Exterior- RAL7035 Interior – Glossy white two coats with fire resistant paint, Glass: 4mm Toughened Tinted Glass Door, Accessories: Cooling Fan (230V A/C 90 CFM), Cable Manager Metal, PDU 230VAC with MCB, Cable Channel 100mm wide, Heavy Duty Stationary Shelf - 1 No., Mounting Hardware, Earthing Strips, Door Lock, Castor		

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.	14.0 INSTALLATION AND COMMISSIONING Erection and commissioning of the Telecommunication equipment (EPABX Servers, media gateways, Network panels, UPS, MDF, JB's, Telephone instruments etc.) is in the scope of supplier. Supplier has to quote for erection and commissioning of the EPABX system (EPABX Servers, media gateways, Network panels, UPS, Operator Console, grounding/ Earthing, MDF, JB's, RB's etc.). Vendor has to supply of all required associated accessories as per Table 3. The vendor shall perform survey of site as per telephone distribution list for cable routing and estimation after the site is ready. After cable routing and estimation, vendor shall prepare layout and erection drawings showing location of all system equipment & components, cable routing, detailed cable scheduling in cable trays/ racks/ trenches/ buried underground, conduits routing along with distribution schemes of the system. Vendor shall submit the above mentioned drawings to BHEL for approval. Vendor has to do cable terminations of all the telephones to SDF junction boxes. Vendor shall provide identification tags for all junction boxes, MDF, SDF. The vendor shall design the IP networking in an intelligent and efficient way. IP networking architecture drawings are to be submitted to BHEL for approval. Vendor has to configure network Ethernet switches with all necessary networking features required to establish trouble free voice and data connectivity. <u>Laying of telecom cables and armored FO cable is NOT in vendor's scope. Vendor has to supervise and coordinate all the cable laying activities with BHEL site office. Multiple visits are to be considered for site survey, cable laying & EPABX system installation & commissioning.</u> After completion of telephone cable laying activities, vendor has to do SDF/JB fixing and terminations. Vendor has to perform Final Integrated testing for SAT (Site Acceptance Test). After SAT (Site Acceptance Test) at site, the vendor shall furnish to BHEL "AS BUILT" layout and erection drawings along with distribution schemes properly incorporating changes / alterations/field modifications, if any, as carried out at field. It is envisaged that 10 Man-days per visit for one person and total 3 no of visits to site shall be required. The rates quoted shall exclude conveyance from Kolkata to Bangladesh (Reaching till Kolkata is in vendor's scope) as well as local conveyance and accommodation as same shall be in scope of purchaser. Out of 4 visits, in the first visit, vendor shall essentially carry out estimation of cables, JB's and routing (site survey) in co-ordination with BHEL site office apart from erection and commissioning of EPABX. Remaining visits shall be for supervision of cable laying and commissioning of telephone instruments for Maitree TPS, final system integration, testing (SAT) & handing over of EPABX system			
	15.0 DOCUMENTATION & TOOLS In the event of order, the supplier shall provide each 6 sets of following documents to BHEL Immediately after award of order for main equipment for end customer approval. a) Layout drawing indicating dimensions of all equipments, power supply requirements b) Bill of material c) OGA drawings and Technical Data Sheets with Catalogues of all items and EPABX network configuration drawing d) Manufacturing Quality Plan document shall be prepared by vendor in consultation with BHEL and shall be submitted to M/s. BIFPCL for final approval. After manufacturing clearance from BHEL a) Test Certificates and reports for all the items as per agreed manufacturing quality plan (MQP) document.			

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company.		A4-11	Telephone cable schedule and routing drawings covering all the plant buildings interconnections.	
			After SAT at site, the vendor shall furnish to BHEL "AS BUILT" layout and erection drawings along with distribution schemes, cable schedule properly incorporating changes/ alterations/ field modifications, if any, as carried out at field. The supplier shall provide each one sets of following documents to BHEL and 4 sets shall be sent along with the system to site after technical datasheets customer approval / dispatch clearance of the main equipment. a) O&M manuals b) Technical Catalogues of the equipments c) Programming manual d) Installation and commissioning instruction e) General maintenance documents 16.0 IDENTIFICATION, MARKING, PACKING AND STORING a) Each equipment shall be individually packed, tagged & protected. b) Inscription on equipment (labels) shall be in English. c) Packing must be such to protect all goods from possible impacts and foreign matters; moreover, it must limit the influence of both the climate and the environment, and be suitable for the kind of shipping provided for. d) In packing the equipment and accessories, all necessary precautions will have to be taken to avoid any damage during transport and delivery. e) All items supplied shall be packed for long term storage under the climatic conditions prevailing at the site in a weather proof container. Small items shall be packed in sealed transparent plastic bags with desiccator packs as necessary. Each item shall be clearly marked with its description. When more than one item is packed in a single case a general description of the contents is to be shown on the outside of each case. All cases and other packages must be suitably marked and numbered for identification purposes. f) Packing should be sea worthy packing. Delicate items to be bubble wrapped with sufficient care. Fumigation certificate of wood used is must for all the consignment 17.0 SHIPMENT As the project site is outside India and is located near to sea, all items being offered shall be suitable for storage in saline environment conditions. Accordingly, bidder should consider sea worthy packing which should also be suitable for storage for long term duration in saline environment condition. Bidder shall be responsible for ensuring that all equipment are carefully and/or suitably packed for shipment, so that they arrive at site in good condition and remain so during storage at site. Before dispatch, all exposed surface shall be protected by applying anti rust primer (two coats) and suitable cover shall be provided for the equipment to be supplied. 18.0 TRAINING Supplier shall offer training for the staff of M/s. BIFPCL for operation and maintenance of the telecommunication system. 19.0 WARRANTY Supplier shall offer standard warranty for 3 years . 20.0 AFTER SALES SERVICE AND SPARES Supplier shall confirm availability of spares and after sales service support for the offered system for minimum 5 years. 21.0 BILL OF MATERIAL Supplier shall submit bill of material as per table 5 and JB, conduits etc BoM as per Table 3.	

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S. No.	DESCRIPTION	Supplier's Confirmation	Deviations
1.	Clause 1.0 (General)		
2.	Clause 2.0 (Design Criteria)		
3.	Clause 3.0 (Technical Specifications) 3.1 General Requirements 3.2 System Architecture 3.3 Design Objectives and Performance criteria 3.4 User Feature Requirement Specifications		
4.	Clause 4.0 (EPABX Key Features)		
5.	Clause 5.0 (Voice Recording System)		
6.	Clause 6.0 (Scope Of Supply)		
7.	Clause 7.0 (Technical data of EPABX and other associated equipment)		
8.	Clause 8.0 (Method, Material and workmanship)		
9.	Clause 9.0 (Erection Tools and Tackles)		
10.	Clause 10.0 (Cleaning up of work site)		
11.	Clause 11.0 (Grounding / Earthing)		
12.	Clause 12.0 (AC & DC Distribution box, Circuit breakers, Distribution boxes and accessories)		
13.	Clause 13.0 (Spares)		
14.	Clause 14.0 (Installation and Commissioning)		
15.	Clause 15.0 (Documentation & Tools)		
16.	Clause 16.0 (Identification, Marking, Packing And Storing)		
17.	Clause 17.0 (Shipment)		
18.	Clause 18.0 (Training)		
19.	Clause 19.0 (Warranty)		
20.	Clause 20.0 (After Sales Service and Spares)		
21.	Clause 21.0 (Bill of Material)		

S. No.	Description	Vendor's Confirmation	Deviation, if any
1.	The vendor shall perform survey of site for cable estimation after the site is ready. After cable estimation, vendor shall prepare layout and erection drawings showing location of all system equipment & components. cable routing in cable trays/		

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	racks/ trenches/ buried underground, conduits routing along with distribution schemes of the system. Vendor shall submit the above mentioned drawings to BHEL for approval. After SAT at site, the vendor shall furnish to BHEL "AS BUILT" layout and erection drawings along with distribution schemes, cable schedule properly incorporating changes/ alterations/ field modifications, if any, as carried out at field.		
2.	In case of any additional requirement of telephone instruments, cables, accessories and labour charges at the time of commissioning of telephones, unit price offered in this enquiry shall be valid.		
3.	All laying & fixing charges, Labour charges shall be considered as per actual Work completed at site.		
4.	Prices offered as per this BoM shall be valid for one year from the date of placement of PO.		
5.	Commissioning vendors shall have relevant group insurance documents for entry gate pass during commissioning time.		

Table 3: BoM for Cables, JBs, Conduit etc.

S. No.	Description	UoM	Tentative Qty	Prices / UoM
	A. CAT 6 UTP Cable & Accessories			
1.	CAT 6 UTP cable	Meter	13000	
2.	RJ-45 connectors	No	500	
3.	Crimping tool for 8 PIN RJ-45 UTP	No	5	
4.	LAN cable tester	No	3	
	B. Power Cable			
5.	3 core, 2.5 sq mm Power cable	Meter	1500	
	C. PVC Pipe, channels, conduits			
6.	½" PVC casing	Meter	5000	
7.	¾" PVC casing	Do	5000	
8.	1" PVC conduit with bents & coupler	Do	2000	
9.	2" PVC conduit with bents & coupler	Do	500	
10.	Flexible tubes 1½"	Do	200	
11.	Other items not listed above but necessary for cabling (Pl list down here such items)	Set	1	
	D. Junction Boxes (with double compression type cable glands & earthing stud) with SDF (IP54 for indoor & IP55 for outdoor)			
12.	10 pair Krone SDF JB	No.	150	



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13.	20 pair Krone SDF JB	No.	30	
14.	50 pair Krone SDF JB	No.	10	
15.	100 pair Krone SDF JB	No.	6	
	E. Misc Loose Items			
16.	Miscellaneous items i. Earthing materials for all EPABX systems ii. Loose items as per actual requirements for E&C and cable laying like Ferrules, terminations, route markers, consumables hardware, nameplates, sleeves, conduits, JB glands, clamps, Cable identification tags ,ground wires, all tools for cable terminations, etc iii. AC & DC Distribution box (1ph, 3 ph) with MCBs (in EPABX room) iv. AC and DC power cable as per actual requirement at site v. All EPABX components and accessories mentioned in specification as per actual requirement at site	Lot	1	

Note: The system shall be complete in all respect and shall not be limited to the above. All necessary hardware and software shall be supplied as a package to meet the specification and trouble free operation. Pl note that all the items required for commissioning for EPABX system up to Telephone instruments is in the scope of vendor. Therefore list down all such material in BoMs without fail.

Table 4: Fixing charges for JB

		UOM	Tentative Qty	Prices / UoM
	Junction Boxes Fitting and Termination charges			
1.	10,20,50 pair JB with Krone SDF and fixing Termination charges	No.	190	
2.	100 pair and above JB with Krone SDF and fixing Termination charges	No.	6	

Note: The system shall be complete in all respect and shall not be limited to the above BOMs. All necessary hardware and software shall be supplied as a package to meet the specification and trouble free operation.

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Table 5: Format for BoM (Complete System) : Vendors shall necessarily fill Bill of Material in this format only							
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	1.	IP EPABX System as per details of specification. Note: Mention no of ports & total quantity considered against each card in Details column. Add any other module if required to make system complete but not listed here. <u>All types of licenses required for EPABX system and auxiliary systems are to be provided</u>				<u>Please mention individual unit price of each item under sl no 1 in this column</u>	
	1.1	IP EPABX Panel (with Ethernet switch & media gateway) at EPABX room in Admin Building shall be consisting of following :	1 Set			Individual prices for all item under 1.1 is to be mentioned in this column	Total price for all item under 1.1 is to be mentioned here
		i) VOIP Primary server -1 no					
		ii) VOIP Secondary server -1 no					
		iii) Server SIP IP Voice Extensions license – 200 nos					
		iv) Server analog extension ports license – 350 nos					
		v) POE based L3 core switch (managed network switch) - 2 nos					
		vi) POE based L2 field managed switch (24 Cu port & 2 FO port) for IP phones - 2 Nos					
		vii) Self survivable distributed media gateway to cater min 350 Analog ports with 20% expandable spare wired slots					
		viii) Analog line Cards for gateway for min 350 ports.					
		ix) P&T lines (Analog trunk lines) : 16 No					
		x) Interface card for IP based PA system - 1 no					
		xi) Interface card for walkie talkie system - 1 no					
		xii) E&M port interface - 1 no					

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited . It must not be used directly or indirectly in anyway detrimental to the interest of the company.				xiii) PRI interface card - 1 no						
				xiv) 4 port PC based Voice mail system with 72 hours storage capacity						
				xv) Call Billing Software:1 no						
				xvi) Spare port for operator console						
				xvii) GSM gateway (8 port) : 1 no						
				xviii) Network Management Software - 1 no						
				xix) Voice recording / Logger system Server for 16 analog trunk interface & 1 PRI interface (including hardware & software)						
				xx) Suitable fail safe power supply (Redundant UPS with external battery bank with 10 hr battery backup) to meet power supply requirement for all EPABX equipments of various power supply levels (servers, workstations, switches, gateway, etc)						
				xxi) Suitable Power conversion units for gateway , switch etc. (if required), power distribution boxes, MCBs etc						
				xxii) All type of connectors, TBs, UTP to Krone patch panel rack, network cables, Single Mode FO patch cables, LIU with Single Mode pigtails for all ports to achieve network connectivity. Assembled and wired.						
			1.2	Network Panels (with Ethernet switch) shall be consisting of	15 Set				Individual prices for all item under 1.2 is to be mentioned in this column	Total price for all item under 1.2 is to be mentioned here
				i) POE based L2 field managed Ethernet switch (Min 8 Cu port & 2 FO port) - 1 no						
	ii) Suitable Power conversion units for switch, power distribution boxes, MCBs [230V AC input supply will be provided to Network panels]									
	iii) All type of connectors, TBs, UTP to Krone patch panel rack,									

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company .			network cables, FO patch cables, LIU to Single Mode FO patch cables, LIU with Single Mode pigtails for all ports to achieve network connectivity. Assembled and wired.					
	1.3	Network Panel (with Ethernet switch) at Service bldg, Admin bldg shall be consisting of	3 Set				Individual prices for all item under 1.3 is to be mentioned in this column	Total price for all item under 1.3 is to be mentioned here
		i) POE based L2 field switch (24 Cu port & 2 FO port) for IP phones - 2 nos						
		ii) Suitable Power conversion units for gateway , switch etc. power distribution boxes, MCBs [230V AC input power supply will be provided to Network panels]						
		iii) All type of connectors, TBs, UTP to Krone patch panel rack, network cables, Single Mode FO patch cables, LIU with Single Mode pigtails for all ports to achieve network connectivity. Assembled and wired.						
	1.4	Any other hardware or software licenses not included in the list but necessary to make system complete and functional as per specification. Please mention all the items	1 Set					
	2	Operator Console (PC based or stand-alone) (for PC based operator console, additional PC with furniture is to be supplied))	1 No					
	3	Analog Desk top/wall mounted type push button operated decadic type (ordinary) with CLI	338 No					
	4	IP telephone	200 No					
	5	Analog Wall mounted explosion proof telephone	2 No					
	6	Analog Wall mounted Weather proof telephone	10 No					
	7	Acoustic booth	4 No					
	8	Flush mounted RJ-45 Rosette box	225 No					
	9	Flush mounted RJ-11 Rosette box	375 No					
	10	External auxiliary alarm bells /ringer for telephone set interface	20 No					
	11	A. Desktop PC (for Maintenance /	2 No					

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			B. Laser Printer	1 No				
			C. Table for PC & printers	3 no				
			D. Chair for operator	2 No				
			E. 3 KVA UPS with 3 hr backup with MF VRLA battery bank	1 No				
		12	Krone Tool	3 No				
		13	Dial Tester	2 No				
		14	Lineman Hand held telephone set	2 No				
		15	JBs with double compression type cable glands and earthing studs, PVC pipes, Conduits and other accessories as per Table 3	1 Lot				
		16	Original Software CD's with license certificate shall be provided for all types of software offered in this system.					
			a. Call billing software	1 No				
			b. Voice Mail Application	1 No				
			c. PC – Operating system	1 Set				
			d. PC – drivers	1 Set				
			e. Maintenance software	1 Set				
			f. Voice recording software	1 No				
			g. Any other software which is to be supplied	1 Set				
		17	MDF, Connector Blocks and accessories for 500 extensions with all necessary protection arrangements	1 Set				
		18	Any other item not included in the list but necessary to make system complete and functional Mention details of other items except EPABX cards in here	1 Set				
		19	Essential Spares i) Quantity of spare trunk cards and extension cards shall be 10% of the population in the offered EPABX. ii) Spares for UPS -1 set iii) Fuses - 100% of total quantity iv) Analog desktop telephone set - 10 nos	1 Set				
		20	Erection and Commissioning Charges of EPABX, UPS, Battery, MDF, Earthing with terminations and software programming of all the telephone sets of EPABX in	1 Set				



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	EPABX Room at site.					
21	Charges for Cable estimation and submission of cable routing drawings by vendor at site	1 Lot				
22	Charges for JB fixing & termination Table 4	1 Lot				
23	Charges for (SAT) final system integration, testing and hand over of EPABX system at site and submission of "AS BUILT" layout and erection drawings.	1 Lot				
24	DOT Liaison and other charges for Analog trunk lines & PRI lines as mentioned in the specification	1 Lot				
25	Documents	1 Lot				
26	Training	1 Lot				
27	Warranty	3 Year				
28	Tools & Tackles a) Long Nose Plier 6" – 1 No b) Diagonal Cutter 6" – 1 No c) Box Spanner – 1 Set d) Hammer Steel – 1 No e) Adjustable Spanner 12" – 1 No f) Screw Driver 8" and 10" – 1 No each g) Mains Tester – 1 No	2 sets				

1. For Technical bid, Table 1 & 2 shall be duly filled. Deviations if any, shall be mentioned with proper justification.

2. Technical offer shall include detailed architecture drawing (with network level connectivity and system level connectivity) of EPABX system

3. For Price bid, Table 3, 4 & 5 shall be duly filled. Unit prices of all individual items are STRICTLY to be mentioned, failing which offer is liable to be rejected.

4. All the network components shall be of industrial grade and of reputed make.

5. The system shall be complete in all respect and shall not be limited to the above BOM. All necessary hardware and software shall be supplied as a package to meet the specification requirement and trouble free operation. Please note that all the items required for commissioning for EPABX system up to Telephone instruments is in the scope of vendor. Therefore list down all such material in BoMs without fail.

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COPY RIGHT AND CONFIDENTIAL The information on this document is the property of Bharat Heavy Electricals Limited. It must not be used directly or indirectly in anyway detrimental to the interest of the company .	Table 6: Checklist of documents to be submitted for Technical Bid (duly filled)			
	SI No	Information / Document	Compliance	
	1	Clause wise technical compliance indicating each parameter value of w.r.t specification. A printout of this specification may be taken and “COMPLIED” to be mentioned against each clause with signature and seal on each page. Any deviation should be marked up at relevant clause.	Yes / No	
	2	Detailed architecture drawing of proposed system	Yes / No	
	3	Detailed Bill of Material with make and model no. of equipment	Yes / No	
	4	Technical datasheet / catalogue of all major components	Yes / No	
	5	Power requirement (capacity of UPS & battery)	Yes / No	



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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 01

GENERAL COMMERCIAL CONDITIONS FOR CONTRACT

These 'General Commercial Conditions for Contract for Purchase' herein after 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.

Order of Precedence:

In case of any inconsistency or contradiction between any of the documents, the order of precedence shall be Purchase Order, LOI / LOA, Special Conditions of Contract and General Conditions of Contract for commercial conditions; and specific agreement on technical conditions, RFQ/offer and specification for Technical Conditions.

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.

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.
2. **Ordering and confirmation of Order:** Vendor shall send the order acceptance on their company letter head/ through e-mail within a week from the date of receipt 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 one week (or the time limit as specified/agreed by BHEL) from the date of receipt of the purchase order.
3. **Documentation:** After receipt of Purchase Order, vendor should submit necessary documents (if & as applicable) like drawings specified, 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.
4. **Penalty:**
 - a. **For delay in documentation:** In the event of delay in submission of complete set of specified 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 two(02) weeks (or as agreed/indicated in the SCC/Purchase Order) from the date of receipt of Purchase Order (by email), 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.

Penalty for delayed documentation if applicable, shall be deducted at the time of first supply 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. GST as applicable will be recovered along with penalty amount.
 - b. **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 issue of Manufacturing clearance along with approved document. 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 delivery if applicable, shall be deducted at the time of first supply 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. GST as applicable will be recovered along with penalty amount.

5. 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 the basis for such additional work. Vendor shall not 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.
6. 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.
7. 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.
8. Mode of dispatch:
Indigenous Scope: By road on Door Delivery Consignee Copy attached basis through your approved transporter (unless otherwise indicated in Dispatch Instructions), only on receipt of Despatch Clearance from BHEL.
Imported Scope: By Air/Sea through BHEL approved Freight Forwarder/supplier approved Consolidator respectively as per agreed contractual terms, only on receipt of Dispatch Clearance from BHEL.
9. Changes in Statutory levies:
If any rates of Tax are increased or decreased, a new Tax is introduced, an existing Tax is abolished, or any change in interpretation or application of any Tax occurs in the course of the execution of Contract, which was or will be assessed on the bidder in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from, as the case may be. However, these adjustments would be restricted to direct transactions between BHEL and the bidder /agent of foreign bidder (if applicable). These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. by the bidder /agent.
10. Availing duty/tax exemption benefits by bidder, wherever applicable: BHEL shall issue the required Certificate/s, as per relevant policies of the Govt. of India, to facilitate the bidders to avail any such benefits under the Contract. In case of failure of the bidders to receive the benefits partly or fully from the Govt. of India and/or in case of any delay in receipt of such benefits, BHEL shall neither be liable nor responsible in any manner whatsoever.

11. Taxes against sub-vendor dispatches: All taxes/levies, as applicable in respect of all components, equipments and material to be despatched directly from the sub-vendor's works to Site irrespective of the fact whether such taxes and levies are assessable and chargeable on Vendor or the BHEL, shall be to the vendor's account and no separate claim in this regard will be entertained by BHEL.
12. 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.
13. Packaging and dispatch: The Seller shall package the goods safely and carefully and pack them suitably in all respects considering the peculiarity of the material for normal safe transport by Sea/ Air / Rail/ Road to its destination suitably protected against loss, damage, corrosion in transit and the effect of tropical salt laden atmosphere. The packages shall be provided with fixtures/ hooks and sling marks as may be required for easy and safe handling. If any consignment needs special handling instruction, the same shall be clearly marked with standard symbols / instructions. Hazardous material should be notified as such and their packing, transportation and other protection must conform to relevant regulations.
The packing, shipping, storage and processing of the goods must comply with the prevailing legislation and regulations concerning safety, the environment and working conditions. Any Imported/Physical Exports items packed with raw/ solid wood packing material should be treated as per ISPM – 15 (fumigation) and accompanied by Phytosanitary/ Fumigation certificate. If safety information sheets (MSDS – Material Safety Data Sheet) exist for an item or the packaging, vendor must provide this information without fail along with the consignment.
Each package must be marked with Consignee name, Purchase order number, Package number, Gross weight and net weight, dimensions (LxBxH) 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 in the packing list.
Separate packing & identification of items should be as follows.
 1. Main Scope - All items must be tagged with part no. & item description.
 2. Commissioning accessories/spares - All items must be tagged with part no. & item description.
 3. Mandatory spares - All items must be tagged with part no. & item description.
 Nevertheless, vendor shall adhere to dispatch & packing instructions issued by BHEL at the time of dispatch.
14. 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.
15. 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.
16. 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 any specified 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.
17. 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.

18. 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.

19. Shortages: In the event of shortage on receipt of goods and/or on opening of packages at site, all such shortages, caused by supplier's act or omission, shall be made good at free of cost within a reasonable time that BHEL may allow from such intimation.

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 to supplier.

20. 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.

21. 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.

22. Product Information, Drawings and Documents: All specified 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.

23. 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.

24. 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.

25. Warranty:

Wherever required, and so provided in the specifications/ Purchaser Order, the Seller shall ensure that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance.

Unless otherwise specified in SCC, warranty period shall be applicable for a period of 24 months from the date of delivery of goods or 18 months from the date of commissioning of goods, whichever is earlier.

The 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 warranty period.

26. 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.

27. Liability during warranty: Vendor shall arrange replacement / repair of all the defective materials / services under its obligation during the 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 Warranty period or where the commissioning call is issued within the warranty period, vendor shall be responsible for replacement/ repair of the goods as required by BHEL at vendor's cost even after expiry of warranty period.

Further if the equipment or any part thereof cannot be used by reason of such defect and/or making good of such defect, the warranty period of the equipment or such part, as the case may be, shall be extended by a period equal to the period during which the equipment or such part cannot be used by BHEL because of any of the aforesaid reasons. Upon correction of the defects in the facilities or any part thereof by repair/replacement, such repair/replacement shall have the warranty period for a period of twelve (12) months from the time such replacement/repair of the equipment or any part thereof has been completed.

28. Liability after warranty period: At the end of the warranty, the Vendor's liability ceases except for latent defects. For the purpose of this clause, latent defects shall be the defects inherently lying within the material or arising out of design deficiency which do not manifest themselves during the warranty Period, but later. The Contractor's liability for latent defects warranty for the equipment including spares shall be limited to a period of six months from the end of the warranty period of the respective equipment including spares or first time commissioning, whichever is later but not later than one (01) year from the date of expiry of warranty period.

29. 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.
30. 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).
31. Arbitration Clause in case of Contract with vendors other than Public Sector Enterprise (PSE) or a Government Department:

ARBITRATION & CONCILIATION

The parties shall attempt to settle any disputes or difference arising out of the formation, breach, termination, validity or execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or, in any manner touching upon the Contract, or in connection with this contract through friendly discussions. In case no amicable settlement can be reached between the parties through such discussions, in respect of any dispute; then, either Party may, by a notice in writing to the other Party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL–EDN. Such Sole Arbitrator appointed, shall conduct the arbitration in English language.

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

Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be Bangalore.

The cost of arbitration shall be borne as decided by the Arbitrator upon him entering the reference.

Subject to the Arbitration Clause as above, the Courts at Bangalore alone shall have exclusive jurisdiction over any matter arising out of or in connection with this Contract.

Notwithstanding the existence or any dispute or differences and/or reference for the arbitration, the parties shall proceed with and continue without hindrance the performance of its obligations under this Contract with due diligence and efficiency in a professional manner except where the Contract has been terminated by either Party in terms of this Contract.

Arbitration Clause in case of Contract with a Public Sector Enterprise (PSE) or a Government Department:

In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred by either party for Arbitration to the Sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any Party aggrieved by such Award may make further reference for setting aside or revision of the Award to the Law Secretary, Department of Legal Affairs, Ministry of Law and Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the Parties hereto finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.'

32. 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.
33. 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.



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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:001- Rev 01

INSTRUCTIONS TO BIDDERS

Bidder is requested to read the instructions carefully and submit their quotation taking into consideration of 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 01), General Conditions of Contract (document reference: CE: PR: 002 - Rev 01) 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. Regret letter (either through post or by mail or by EPS) indicating reasons for not quoting must be submitted without fail, in case of non-participation in this tender. Supplier shall be liable for removal as a registered vendor of BHEL when the supplier fails to quote against four consecutive tender enquiries for the same item or all enquiries in last two years for the same item, whichever is earlier.
4. Procurement directly from the manufacturers is 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. Agent/Representative authorized by the OEM/Principal in turn cannot further sub authorize any other firm for submitting the offer or for placement of order.

In case bids are received from the manufacturer/ supplier and his agent, bid received from the agent shall be ignored.

5. 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.
6. If an Indian representative/associate/liaison office quotes on behalf of a foreign based bidder, such representative shall furnish 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 the equipment is commissioned and handed over to customer will be the sole responsibility of the Indian representative/associates/agent/liaison office.
 - d. Refer **Annexure I** on “Guidelines for Indian Agents”.
7. 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 to supplier's account. All offers for imported scope of supply by air, must be made from any of the gateway ports (within the country) indicated (**Refer Annexure II**).

8. 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: http://www.bhel.com/vender_registration/vender.php
9. 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. Bidder may refer "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available on www.bhel.com for more details.
10. 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 your notice.

B. GUIDELINES FOR PREPARATION OF OFFER:

1. Quotation shall be submitted in Single Part Bid, Two Part Bid or Three Part Bid, as called for in the tender:
 - **SINGLE PART BID:** Technical and Commercial Bid with prices along with price summary & filled in BHEL Standard Commercial terms and conditions in a single sealed envelope.
 - **TWO PART BID:** Unpriced offer i.e. "Techno-commercial Bid" with filled in BHEL Standard Commercial terms and conditions in a sealed envelope **along with the copy of the "Price Bid" without the prices** should be enclosed in one cover and the cover must be super scribed "**Techno-commercial offer**) and Priced offer i.e. "Price Bid" containing price summary in a separate sealed envelope and must be super scribed "**Price Bid**". Both these envelopes shall be enclosed in a single sealed envelope superscribed 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 superscribed 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 superscribe each envelope with RFQ number, RFQ Date, RFQ Due date and time, Item Description and Project clearly & boldly. Also mention on the envelope whether it is "Techno Commercial Bid" or "Price Bid" or "Pre-Qualification Bid". Please ensure complete address, department name and purchase executive name is mentioned on the envelope (before dropping in the tender box or handing over) so that the tender is available in time for bid opening.
3. BHEL standard Commercial Terms and Conditions (duly filled, signed & stamped) must accompany Technical-Commercial offer without fail and should be submitted in original only.

The above indicated submission of Offers in "sealed envelope/hard copy" as mentioned in points B.1-B.3 is applicable for tenders that are not floated through E-Procurement System (EPS).

4. Validity: Unless otherwise specified in SCC (special commercial conditions of contract), the offer will be valid for a period of 90 days from the date of part-I bid opening and in case of Negotiation/Counter-offer/Reverse

Auction, price validity will apply afresh for a period of _60_ days from the date of according final price by bidder (or) upto original validity period, whichever is later.

5. 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.
6. 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.
7. 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.
8. "Price Bid" shall be complete in all respects containing price break-up of all components along with all applicable taxes and duties, 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.
9. In addition, bidder shall also quote for erection & commissioning charges/erection supervision & commissioning charges (E&C service charges) if applicable, documentation charges, testing Charges (type & routine), training charges etc. as applicable along with corresponding tax. The price summary must indicate all the elements clearly.
10. For Physical Export projects or wherever services are rendered by foreign suppliers in India, bidders should indicate "lumpsum" Erection and Commissioning (or) Erection Supervision and Commissioning charges, as applicable (including To & Fro Fare, Boarding, Lodging, Local Conveyance etc.) for carrying out E&C activity and further handing over to customer. The quotation shall clearly indicate scope of work, likely duration of commissioning, pre-commissioning checklist (if any).
11. Wherever bidders require PAC (Project Authority Certificate)/applicable certificates for import of raw materials, components required for DECC,EPCG 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.
12. Prices should be indicated in both figures & words. Bid should be free from correction/overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection. Any typographical error, totalling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per **Annexure III** "Guidelines for dealing with Discrepancy in Words & Figures – quoted in price bid" and BHEL decision will be final.
13. Documents submitted with the offer shall be signed and stamped in each page by authorized representative of the bidder. However, this requirement is not mandatory for offers uploaded through E-Procurement System (EPS).

C. GUIDELINES FOR OFFER SUBMISSION:

The under-mentioned clauses 1, 2&3 will not be applicable for EPS tenders.

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.

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 document of the tender.
3. Offers of Vendors who already have a valid Technical/Commercial MOU with BHEL-EDN for the items of the RFQ shall mention the relevant MOU reference no. and give only such other details not covered in the MOU.
4. 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 purchase officers whose names are mentioned in the SCC document of tender RFQ.
5. 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. For EPS tenders, e-mail notifications will be automatically generated and forwarded to registered e-mail ID/s of bidders during opening of tenders.
6. Bidder 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 (This clause will not be applicable for EPS tenders).

The above indicated submission of Offers as mentioned in points 6.a-6.d is applicable for tenders that are not floated through EPS.

- e. In case of e-tender, all required documents should be uploaded before due date and time. Availability of power, internet connections, system/software requirements etc. will be the sole responsibility of the bidder. Wherever assistance is needed for submission of e-tenders, help-line numbers as available in the web-site of service provider of BHEL may be contacted.

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

D. PROCESSING OF 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. In case of withdrawal of any Technical/Commercial deviation(s) by the bidder before opening of price bids/conducting the Reverse Auction, revision of price/impact bid will not be accepted.
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 bidders, 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 reserves the right to adopt Reverse Auction or standard Price Bid Opening procedure for price evaluation, at its discretion. This shall be decided after completion of techno-commercial evaluation of tender (Refer BHEL website http://www.bhel.com/vender_registration/vender.php for Guidelines of Reverse Auction). 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.
6. Un-opened bids (including price bids) will be returned to the respective bidders after release of Purchase order. Regarding Offers for EPS tenders that get rejected on PQC/ techno-commercial grounds, the bids for the subsequent parts will not be opened i.e., both technical bid and price bid (Parts-II & III) will not be opened in case of rejection on PQC ground and price bid (Part-II/Part-III, as applicable) will not be opened in case of rejection on techno-commercial ground.
7. After receipt of Purchase Order, supplier should submit required documents viz., specified 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 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/or duties (as applicable), freight charges, taxes on Services, customs clearance charges for imported items, any other cost indicated by bidder 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 DEEC, EPCG, DFIA Projects, Physical Exports or such 100% exemptions (statutory benefits), project imports, customer reimbursements of statutory duties (like Basic Customs Duty and cess on customs duty), Input tax credits as applicable will also be taken into account for arriving at the Total cost to BHEL (wherever applicable and as indicated in SCC document of tender).

For EPS tenders, it shall be noted that the prices (including discounts) vis-a-vis currency quoted in EPS portal only will be considered as Final for the purpose of evaluation of the lowest bidder. Bidder shall ensure to indicate the applicable taxes against each line item in online portal, failing to which the same will be considered as inclusive/NIL.

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 supplier's 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.

In addition to the above, Foreign vendors shall also submit relevant details of their bankers like Swift Code, Banker's Name &Address etc.

4. Incomplete documentation will not be accepted. Delayed submission of invoice / documents may result in corresponding delay in payment. In this connection, request to also refer clause: G about invoicing & payment formalities under GST regime. Applicable documents shall be submitted to the purchaser at the time of execution of supplies/services for availing GST input credits.

F. STANDARD PAYMENT TERMS OF BHEL-EDN:

<u>PURCHASE ORDERS FOR:</u>	<u>SUPPLY WITH ERECTION & COMMISSIONING</u>	<u>SUPPLY WITH ERECTION SUPERVISION & COMMISSIONING</u>	<u>SUPPLY ONLY</u>
<u>INDIGENOUS PROCUREMENT</u>	a. 90% of basic value + 100% of taxes 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. Balance 10% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of E&C. <u>Note:</u> In case PBG is not furnished, only 80% payment will be released against 90% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	b. 95% of the basic value + 100% of taxes 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. Balance 5% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of commissioning. <u>Note:</u> In case PBG is not furnished, only 85% payment will be released against 95% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	c. 100% of PO value with taxes 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.

<u>PURCHASE ORDERS FOR:</u>	<u>SUPPLY WITH ERECTION & COMMISSIONING</u>	<u>SUPPLY WITH ERECTION SUPERVISION & COMMISSIONING</u>	<u>SUPPLY ONLY</u>
<u>IMPORT PROCUREMENT</u>	d. 90% of the basic value 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. Balance 10% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of E&C. <u>Note:</u> In case PBG is not furnished, only 80% payment will be released against 90% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	e. 95% of the basic value 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. Balance 5% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of commissioning. <u>Note:</u> In case PBG is not furnished, only 85% payment will be released against 95% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	f. 100% of PO value will be paid against usance draft of 45 days from the date of AWB/BOL on submission of complete set of documents.
<u>HIGH-SEA SALES PROCUREMENT</u>	g. 90% of 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. Balance 10% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of E&C. <u>Note:</u> In case PBG is not furnished, only 80% payment will be released against 90% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	h. 95% of the 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. Balance 5% of basic value (Retention money) will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of commissioning. <u>Note:</u> In case PBG is not furnished, only 85% payment will be released against 95% claim without the consent of Vendor. This 10% basic amount withheld towards PBG will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.	i. 100% of 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.

j. Comprehensive Annual Maintenance Contract:

Evaluation methodology: Unless and otherwise specified in SCC, CAMC will be applicable for a period of 04 years from the date of expiry of warranty period (or) from the date of completion of commissioning of equipment, whichever is later and the total AMC value should not be less than 20% of the main supply value. In case the quoted total AMC value is less than 20% of the main supply value, BHEL shall evaluate Bidders Price deducting differential amount from main supply price and apportioning towards AMC charges.

Payment terms: 100% AMC charges along with tax as applicable, will be paid in 15 days from the date of submission of supplementary invoice/documents against proof of completion of AMC on yearly basis.

k. Terms of Payment for Training: 100% payment will be made in 45 days from the date of completion of Training or 15 days from the date of submission of complete set of invoice along with documentary evidence, whichever is later.

LOADING FACTORS FOR DEVIATION IN PAYMENT TERMS (APPLICABLE FOR IMPORT PROCUREMENT ONLY):

- 1) For offers received with Sight draft payment term in place of Usance draft, loading applicable will be 1.0% of basic value.
 - 2) For offers received with Letter of Credit payment term with Usance of 45 days, loading applicable will be 2.5% of basic value.
Additional loading of 2% will be applicable for payment term as Letter of Credit at Sight.
- l.** Any payment term with credit period of less than 45 days for indigenous supply/HSS and any other variation of payment terms are liable for rejection.
- m.** Standard payment terms indicated in Clauses: F (a), (b), (c), (d), (e), (f), (g), (h), (i), (j) & (k) 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, training charges, E&C and AMC charges (wherever applicable). Wherever the Purchase Order is split into import portion and indigenous portion of supply, the retention money will be 10% (where scope includes E&C) or 05% (where scope includes Erection supervision & Commissioning) 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 will release the retention money to the supplier against Bank Guarantee for equivalent value valid for an initial period of one year.

Note 3: In case of Physical Export projects or wherever services are rendered by foreign suppliers in India, E&C charges (if quoted separately/extra by bidder) will be paid in 15 days from the date of submission of supplementary invoice/ documents against proof of completion of E&C.

Note 4: In case of multiple packages/units in a power plant, payment of retention money/E&C charges will be processed on pro-rata basis.

Note 5: No deviation will be permitted from the duration of Guarantee/Warranty and/or Comprehensive Annual Maintenance Contract period specified in SCC.

G. Terms & Conditions to be complied under GST regime:

1. All invoices to contain BHEL-EDN (buyer) GSTIN number: 29AAACB4146P1ZB. However for CGST +SGST/UGST billing outside the state of Karnataka, invoice has to be generated with BHEL's Nodal Agency GSTIN number. Address of Nodal Agency along with GSTIN number will be provided by BHEL at the time of issuing dispatch clearance.
2. The Bidder shall mention Bidder's GSTIN number in all quotations and Invoices submitted.
3. The Bidder shall also mention HSN (Harmonized System of Nomenclature) / SAC (Services Accounting Code) mandatorily in all quotations and invoices submitted.
4. Invoice submitted should be in the format as specified under GST Laws viz., all details as mentioned in Invoice Rules like GST registration number(GSTIN), invoice number with date of issue, quantity, rate, value, taxes with nomenclature – CGST, SGST, UGST,IGST mentioned separately, HSN Code / SAC Code etc. Invoice should be submitted in original for buyer plus duplicate for credit availment.
5. Payment of GST to Vendor will be made only if it is matching with data uploaded by the Vendor in GST portal.
6. For invoices paid on Reverse charge basis – “Tax payable on reverse charge basis” to be mentioned on the invoice.
7. In case GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry of timeline prescribed in GST law for availing such ITC, or any other reasons not attributable to BHEL, GST amount will be recoverable from vendor along with interest levied/ leviable on BHEL.
8. In case vendor delays declaring such invoice in his return and GST credit availed by BHEL is denied or reversed subsequently as per GST law, GST amount paid by BHEL towards such ITC reversal as per GST law will be recoverable from vendor/contractor along with interest levied/ leviable on BHEL.
9. Vendor should intimate BHEL immediately on the same date of invoicing without any delay.
10. In case of discrepancy in the data uploaded by supplier in the GSTN portal or in case of any shortages or rejection in the supply, then BHEL will not be able to avail the tax credit and will notify the supplier of the same. Supplier has to rectify the data discrepancy in the GSTN portal or issue credit note (details to be uploaded in GSTN portal) for the shortages or rejections in the supplies, within the calendar month notified by BHEL.
11. Bidders to note that Rules & Regulations pertaining to E-way bill system are to be strictly adhered to, as and when notified by Govt. authorities.

H. Performance bank guarantee (PBG):

Performance bank guarantee (PBG) will be applicable as called in the tender documents. Unless otherwise specified in the SCC, the PBG against performance of the contract shall be valid for a period of 24 months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10 % of the basic value of the purchase order which will include all components of the purchase order and will exclude only taxes, duties, freight, training charges, E&C and AMC charges (wherever applicable).

1. The BG issued in Indian Rupees by Banks in India is to be executed on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is

higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Bank issuing the guarantee.

2. No deviation for the duration and value of PBG will be permitted.
3. PBG shall be from any of the BHEL consortium of bankers (**refer Annexure VI**).
4. PBGs from nationalized banks are also acceptable.
5. 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.
6. PBG should be in the format specified (**refer Annexure VII**). No deviation to this format will be allowed. However in case BHEL changes the PBG format, bidder shall honor the same.
7. Bank Guarantee should be enforceable in Bangalore.
8. 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 Bangalore.
 - b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)
 - b.1 Please note that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter-Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It shall be noted that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.
 - 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 is 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).
9. Expired BGs / PBGs will be returned only after expiry of the claim period or on completion of the contractual obligation with respect to Purchase Order.
10. PBG shall not be applicable for spares.

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

Benefits/facilities as applicable for Micro and Small Enterprises (MSEs) shall be available to MSEs registered with Government designated authorities as per the Purchase & Price Preference Policy of the Government subject to them becoming eligible otherwise.

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 to avail the applicable benefits:

- a. Attested copy of valid NSIC certificate or
- b. Attested copy of either Entrepreneur's Memorandum part II (EM II) certificate/Udyog Aadhar certificate having deemed validity (five years from the date of issue of acknowledgement in EM II/Udyog Aadhar) or
- c. EM II/ Udyog Aadhaar certificate along with attested copy of a CA certificate (Format enclosed at Annexure VIII where deemed validity of EM II certificate/ Udyog Aadhar certificate of five years have expired) applicable for the relevant financial year (latest audited).

Date to be reckoned for determining the deemed validity will be the date of bid opening (Part-I in case of two-part bid and three-part bid).

Documents have to be notarized/attested by a Gazetted officer and must be valid as on the date of part I bid opening for the vendors to be eligible for the benefits applicable for MSE vendors. Please note that no benefit shall be applicable if any deficiency in the above required documents are not submitted before the price bid opening/Reverse Auction. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal.

Bidders to however note the documents that shall be furnished in order to establish credentials as MSE vendor should be as per the extant statutory requirements specified by the Ministry of Micro, Small and Medium Enterprises.

PURCHASE PREFERENCE FOR MSE VENDORS:

- d. 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 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 shall be indicated in the SCC.

J. 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.

K. Integrity Pact (IP):

- a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner.
A panel of independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those Bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

- b) Please refer Section-8 of the IP for Role and Responsibilities of IEMs (Annexure IX). In case of any complaint arising out of the tendering process, the matter may be referred to the IEM mentioned in the tender.

Note: No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department.”

Annexure

Annexure I
Guidelines for Indian Agents

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

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

- i. BHEL shall deal directly with foreign vendors, wherever required, for procurement of goods. However, if the foreign principal desires to avail of the services of an Indian agent, then the foreign principal should ensure compliance to regulatory guidelines - which require mandatory submission of an Agency Agreement.
- ii. It shall be incumbent on the Indian agent and the foreign principal to adhere to the relevant guidelines of Government of India, issued from time to time.
- iii. The Agency Agreement should specify the precise relationship between the foreign OEM / foreign principal and their Indian agent and their mutual interest in the business. All services to be rendered by agent/ associate, whether of general nature or in relation to the particular contract, must be clearly stated by the foreign supplier/ Indian agent. Any payment, which the agent or associate receives in India or abroad from the OEM, whether as commission or as a general retainer fee should be brought on record in the Agreement and be made explicit in order to ensure compliance to laws of the country.
- iv. Any agency commission to be paid by BHEL to the Indian agent shall be in Indian currency only.
- v. Tax deduction at source is applicable to the agency commission paid to the Indian agent as per the prevailing rules.
- vi. In the absence of any agency agreement, BHEL shall not deal with any Indian agent (authorized representatives / associate / consultant, or by whatever name called) and shall deal directly with the foreign principal only for all correspondence and business purposes.
- vii. The "Guidelines for Indian Agents of Foreign Suppliers" enclosed at annexure - 'A' shall apply in all such cases.

- viii. The supply and execution of the Purchase Order (including indigenous supplies/ service) shall be in the scope of the OEM/ foreign principal. The OEM/ foreign principal should submit their offer inclusive of all indigenous supplies/ services and evaluation will be based on 'total cost to BHEL'. In case OEM/ foreign principal recommends placement of order(s) towards indigenous portion of supplies/ services on Indian supplier(s)/ agent on their behalf, the credentials/ capacity/ capability of the Indian supplier(s)/ agent to make the supplies/ services shall be checked by BHEL as per the extant guidelines of Supplier Evaluation, Approval & Review Procedure (SEARP), before opening of price bids. In this regard, details may be checked as per Annexure-B (copy enclosed). It will be the responsibility of the OEM/ foreign principal to get acquainted with the evaluation requirements of Indian supplier/ agent as per SEARP available on www.bhel.com.

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

—X—

Vendor's Signature with Seal

Guidelines for Indian Agents of Foreign Suppliers

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with BHEL shall apply for registration in the registration form in line with SEARP.
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainership being paid by the principal to the agent before the placement of order by BHEL.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by BHEL in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The Bidder(s)/ Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by BHEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by BHEL. Besides this there would be a penalty of banning business dealings with BHEL or damage or payment of a named sum.

ANNEXURE - II
LIST OF INTERNATIONAL GATEWAY AIRPORTS

For air based consignment, terms of delivery will be on FCA basis from following listed airports only. Vendors are requested to verify this list for use before submission of offer.

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

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

Please Fill up the form in CAPITAL LETTERS only.

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

BHEL Vendor / Supplier Code:

Company Name :

Permanent Account Number(PAN):

Address

City:

PINCODE

STATE

Contact Person(s)

Telephone No:

Fax No:

e-mail id:

1 Bank Name:

2 Bank Address:

3 Bank Telephone No:

4 Bank Account No:

5 Account Type: Savings/Cash Credit

6 9 Digit Code Number of Bank and branch
appearing on MICR cheque issued by Bank

7 Bank IFSC Code(applicable for NEFT)

8 Bank IFSC code(applicable for RTGS)

(Indian Financial System Code)

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

Date:

Authorised Signatory:

Designation:

Telephone No. with STD Code

Company Seal

Bank Certificate

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

Date:

Place:

(.....)

Signature

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

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

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

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

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

1. ORIGINAL HIGH SEA SALES AGREEMENT

- Sale agreement (on Rs. 200/- non-judicial stamp paper & notarised with 2 witnesses with identity) has to be signed between BHEL and the Party importing material. The date of the sale documents should be in between the date of House Air Way Bill / Bill of Lading and before landing of the goods in Indian origin.
- 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	J P Morgan
10	Punjab National Bank		
11	Punjab & Sindh Bank		Private Banks
12	State Bank of India	26	Axis Bank
13	State Bank of Hyderabad	27	The Federal Bank Limited
14	Syndicate Bank	28	HDFC Bank
15	State Bank of Travancore	29	Kotak Mahindra Bank Ltd
16	UCO Bank	30	ICICI Bank
17	Union Bank of India	31	IndusInd Bank
18	United Bank of India	32	Yes Bank

Note:

- All BGs must be issued from BHEL consortium banks listed above.
- This list is subject to changes. Hence vendors are requested to check this list every time before issuing BGs.
- Bank Guarantees issued by Co-Operative Banks/Financial Institutions cannot to be accepted under any circumstance.

Annexure-VII

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____¹ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____² hereinafter referred to as the ' Vendor / Contractor / Supplier ', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we,, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs – -----⁶ (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

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

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

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

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till

all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

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

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

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

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

Unless a demand or claim under this guarantee is made on us in writing on or before the⁸ 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.....⁶
- b) This Guarantee shall be valid up to⁷
- c) Unless the Bank is served a written claim or demand on or before⁸ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

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

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

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

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

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Annexure – VIII
(Applicable only for MSE suppliers)
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-11 dtd
Category: (Micro/Small) (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as
per the latest audited financial year..... 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
Scale Industries vide its notification No.S.O.1722 (E) dated October 5, 2006:
Rs.....Lacs.
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.

Or

The company has been graduated from its original category (Micro/ Small) (**Strike off which is
not applicable**) and the date of graduation of such enterprise from its original category is
..... (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of
such enterprise from its original category as notified vide S.O. No. 3322(E) dated 01.11.2013
published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name:

Membership Number:

Seal of Chartered Accountant



ಭಾರತ್ ಹೆವಿ ಎಲೆಕ್ಟ್ರಿಕಲ್ಸ್ ಲಿಮಿಟೆಡ್
भारत हेवी इलेक्ट्रिकल्स लिमिटेड
Bharat Heavy Electricals Ltd.,
(A Government of India undertaking)
Electronics Division

Page 1 of 1

CE: PR: 003- Rev 01

PB 2606 , Mysore Road Bangalore , 560026 INDIA

SPECIAL COMMERCIAL CONDITIONS OF CONTRACT

Reference is brought to BHEL's Instructions to Bidders (Document Ref: CE: PR: 001- Rev 01) and General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 01). These documents along with required annexures are available in our website: [www.bhel.in](#). 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: BSV00000044

RFQ Date: 17.07.2019

Due Date: 02.08.2019

Customer/Project: MAITREE-2x660 MW

Item Description: EPABX SYSTEM

TYPE OF BID- **THREE PART BID (PQR+ TECHNICAL+ PRICE BID)**

Purchase Executives: Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below: savitha@bhel.in or nagendrar@bhel.in

Submission of documents post PO viz., drawings /data sheet etc. as indicated in Cl: 04 of GCC: Within **3** weeks from the date of receipt of Purchase Order. Delay in submission of complete set of specified documents in NIT, will attract Penalty as per GCC Clause no.:04.a.

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

Destination: a) For Indigenous scope of supply, items are to be directly despatched to BHEL's Site Office or Stores located at/near **CHENNAI in T.N state, India**. Consignee details, will be issued by BHEL along with Despatch Clearance.

Project Benefits:

Imported scope of supply:

- a) ~~DEEC/SEZ/EPCG/DIA/Physical Export contract: Eligible for "NIL" Basic Customs Duty.~~
- b) ~~Project Imports: Eligible for Concessional Basic Custom Duty for both the projects.~~
- c) ~~Basic Custom duty and Cess on Basic Custom duty are reimbursable by customer.~~
- d) **Merit Duty is applicable.**

Terms of Delivery:

• **Indigenous scope of supply:**

Ex-works < (station of dispatch)> (including Packing & Forwarding charges but excluding Taxes & Duties).

• **Imported scope of supply:**

For sea consignments C.I.F. **Mongla port, Bangladesh** (including Packing, Forwarding, Handling, Ancillary charges like processing of Sight Draft/ Letter of Credit, negotiation of bank documents, Export declaration, Country of Origin etc.).

Kindly indicate the approximate weight of the total imported consignment, which is required for calculating air-freight charges:

Under-mentioned details shall be provided against indigenous supplies and services:

a. GSTIN (no.) of place of supply: _____

b. HSN (Harmonized System of Nomenclature) code: _____

Applicable tax and Rate: _____ & _____

c. SAC (Service Accounting Code) no.: _____

Applicable tax and Rate: _____ & _____

d. If service is also involved, GSTIN (no.) of place of supply of service: _____

I. Bidders to mandatorily provide confirmation/compliance for the under-mentioned terms:

SL NO.	TERMS	BHEL ACCEPTABLE TERM	BIDDER'S CONFIRMATION	REMARKS, if any
01	Reverse Auction	Will be intimated separately to qualified bidders after finalization of techno-commercial evaluation. Non-acceptance to participate in RA may result in non-consideration of the bid, in case BHEL decides to go for RA. 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.	AGREE	
02	Delivery Period	Within 12 weeks from the date of issue of Manufacturing clearance along with approved document. Delay in contractual delivery will attract Penalty as per GCC Clause no.:04.b.	AGREE weeks	
03	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 Erection & Commissioning b) Supply with Erection Supervision & Commissioning (For Main supply) c) Supply only Imported Scope: d) Supply with Erection & Commissioning e) Supply with Erection Supervision & Commissioning (For Main supply) f) Supply only High-Sea sales: g) Supply with Erection & Commissioning h) Supply with Erection Supervision & Commissioning (For Main supply) i) Supply only Spares: c) and/or f)/i) depending upon the scope	AGREE	

II. Bidder to note that Deviations shall not be permitted for the below mentioned terms and are deemed to be complied. In case of non-compliance/deviation, offer shall be liable for rejection:

- (1) **Validity:** The offer will be valid for a period of **90** days from the date of part-I bid opening and in case of Negotiation/ Counter-offer/Reverse Auction, price validity will apply afresh for a period of **60** days from the date of according final price by bidder (or) upto original validity period, whichever is later.
- (2) **Guarantee/ Warranty:** **36** months from the date of dispatch of goods or **30** months from the date of commissioning of goods, whichever is earlier.

- (3) **Performance Bank Guarantee (PBG):** PBG will be applicable for a period of 36 months from the date of dispatch of goods + claim period of 03 months, for a value equal to 10% of the basic value of the purchase order. Refer Clause "H" of Instructions to Bidders. Also note that PBG should be in the format specified in Annexure VII of ITB and no deviation to this format will be allowed.

Note: In case PBG is not furnished, the 10% basic amount will be withheld from the supply invoice. This withheld amount will be paid either against submission of supplementary invoice & Original PBG (or) against supplementary invoice without PBG after expiry of Warranty period.

- (4) **Despatch Documents:** Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be forwarded to Purchase Executive/BHEL directly. Depending upon the project/customer demands, despatch documents may include one or more documents from the following: Invoice (02 sets of original), Lorry Receipt (L/R), Packing List, Air Way Bill (AWB)/Bill Of Lading (BOL), Copy of High Sea Sales (HSS) agreement, Country of origin certificate, NIL Short Shipment Certificate, Original Performance Bank Guarantee (directly from issuing bank to BHEL), insurance intimation letter, POD (Proof of Delivery) on L/R.

The precise list of despatch documents needed for the 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.

- (5) **Freight Charges (for indigenous scope of supply):** Freight charges shall be to vendor's account. Vendor to quote reasonable lump sum Freight charges separately, with applicable tax in priced offer.
- (6) Any additional commercial term or deviation in commercial term, if sought by any vendor, should be clearly brought out in this document (special commercial conditions of contract). Any additional commercial term or deviation in commercial term mentioned anywhere else shall be ignored and not be considered for evaluation.

- (7) **Evaluation criteria for tendered item/s:**

~~(a) Item-wise evaluation of tendered item.~~

(or)

(b) Items will not be split on item-wise lowest offer. Items shall be evaluated and procured as a package .

(c) Refer the offer evaluation as per Section 'A' of General instruction to bidder. (Page No. 4 of this NIT)

- (8) ~~**Integrity Pact:** Execution of Integrity Pact is applicable for this tender (Refer clause "K" of Instructions to Bidders)~~

~~Details of IEM for this tender are mentioned below:~~

Name: _____

Address: _____

Email: _____

~~With~~ this, we hereby confirm that all the terms & conditions as indicated in Instructions to Bidders (Document Ref: CE: PR: 001- Rev 01) & General Commercial Conditions for Contract (Document Ref: CE: PR: 002- Rev 01) are accepted without any deviation.

Vendor's Signature with Seal

Note B:

- Any technical or commercial clarification for this tender can be raised within two weeks of floating tender. No clarification will be entertained by BHEL after given cutoff date.
- Vendor has to mandatorily give price breakup for each item of scope of supply as per BOM of specification in price bid.

SPECIAL CONDITIONS FOR EXPORT PROJECT- Maitree 2 x 660 MW (BIFPCL)

Painting: Items supplied to take care of corrosive environment at site.

Packing:

1. Packing should be sea worthy packing.
2. Delicate items to be bubble wrapped with sufficient care.
3. Fumigation certificate of wood used is must for all the consignment

Statutory:

1. Certificate of Origin is must for all the dispatches. To be submitted along with vendors dispatch documents

Shelf life items: Items with shelf life to be ordered as separate line item .Delivery date will be just before Sept-2020 for such items

Port of Dispatch: Port of dispatch shall be Chennai.

Warranty: As per Annexure-I of PO.

Ref: BSV0000044 DTD: 17.07.2019

Please note:

For this procurement, Public procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable even if issued after issue of this NIT but before finalization of contract/PO against this NIT.

This is for your information only.