REQUEST FOR QUOTATION

	BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 INDIA	RFQ NUMBER: SSVM000053 RFQ DATE: 02.08.2016	Due Date/Day : 25.08.2016 Time : 13:00 HRS

(address for communication) : To,	(for all correspondence) Purchase Executive : SAMIT SRIVASTAVA Phone : 080-2699 8850 Fax : 080-2674 2498 E-mail : samit@bheledn.co.in

Sl. No.	Description	Total Qty.	Unit	Delivery Qty.	Delivery Date
1.	Rate contract for supply of "Mosaic system miniature control room items" as per annexure enclosed.				

Notes :

1. This RFQ is being processed thro **bheleps.buyjunction.in**, please login to the website and submit the offer online in two part bids : Part I : Techno commercial bid and Part II : Price bid.
2. These requirements are for mosaic system, L1 price will be decided on package basis and contract will be placed on overall L1 vendor.
3. Rate contract will be valid for one year period from the date of first order.

Documents enclosed : 1. Purchase spec. no. PS 4152193 (Along with annexure 1 and 2) 2. General terms and conditions.	For and On behalf of BHEL. SAMIT SRIVASTAVA Control Equipment

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PURCHASE SPECIFICATION FOR MOSAIC SYSTEM MINIATURE CONTROL ROOM ITEMS

REVISIONS:	APPROVED (A. GANGULY)		
	PREPARED	ISSUED	DATE
		415	02.10.2012

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PART – I

GENERAL REQUIREMENTS

AA) Vendors desirous of quoting against this specification are required to be reputed manufacturers of mosaic type components and grid structures, or their authorized representatives. The manufacturer should have manufactured and supplied such mosaic items for at least five years preceding the date of quotation. The offered brand/items should have been in operation and use in various utilities for a minimum period of three years. At least three of such utilities shall have to be for instrumentation and electrical controls of power plants, and preferably in India.

BB) Vendors not based in India should preferably have authorized agency in India for providing technical support and services for their products. Technical support shall include clarifying technical queries, attending to any problems of technical nature for the products, including rectification/replacement of non-conforming items, and servicing or providing technical solutions for them. These are to be differentiated from issues which are purely commercial in nature.

CC) It will be desirable if vendors not based in India have any authorized Indian agency, who are equipped to carry out partial manufacturing, or providing of value-added services, without compromising on quality-related aspects, of/for such items which are not of standard nature, and require variable, project-specific information, such as: (a) fabrication/alteration of mosaic grids as per BHEL specifications, (b) screen-printing of mimic diagrams on blank tiles as per BHEL drawings, (c) printing/engraving of inscriptions as per BHEL specifications. This is desirable due to the requirements for these items spelt out in Part-II of this specification. Such an agency must fulfill BHEL's quality and other vendor qualification requirements.

DD) The quantity requirements of items given in Annexures are projections for a period of one year only. Varieties of items are many, and their actual requirements are dependent on specific project inputs which can be finalized only after detailed engineering is completed for each of them. Due to these reasons, there may be variations in the final quantity ordered for various items at the end of the specified period of one year. Bidders must agree to such item-wise quantity variations which may occur at the end of the year. No changes in agreed unit rates of items shall be entertained by BHEL due solely to this reason.

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PART – II

TECHNICAL SPECIFICATIONS & GUIDELINES FOR QUOTATION

1.0 This specification covers the requirements of modular and miniature control components, more widely known as Mosaic System. The Mosaic System shall include mosaic grid structure, various active control components like pushbutton/LED combination modules, LED signal modules, LED symbol modules, annunciation facia windows, semaphore (switch position) indicator, illuminated push buttons, various types of selector switches, key-operated switches etc., various passive components like blank tiles, mimic diagrams screen-printed on blank tiles, complete with texts engraved/printed as per the requirements of BHEL.

2.0 GENERAL TECHNICAL REQUIREMENTS

2.1 In general, the basic size of components shall be either of the DIN size combines: 48(W)x24(H) mm and 48(W)x48(H) mm, or 50(W)x 25(H) mm and 50(W)x50(D) mm, as specified against each type of item in Annexure-1.

2.2 The material of mosaic item modules and blank tiles shall be flame-retardant polycarbonate plastic. It should have anti-static, non-reflecting, non-toxic properties, and be halogen-free. It should also be possible to wipe clean the surface of mosaic tiles with ordinary detergent solution.

2.3 The surface colour of all mosaic item modules and blank tiles shall be RAL 7035 (Light Grey), and surface finish shall be semi-glossy.

2.4 If the mosaic vendor's system requires any specific items that are needed to suit their design and for completeness of an assembled mosaic structure, such items, even if not listed in any of the subsequent annexures, should be separately brought out, listed, and individually quoted.

2.5 A bidder must invariably mention the particular type no./article no./ordering no. of the items being offered by him against each of those specified in the subsequent annexures, supported by detailed catalogs/data sheets, without which, an offer will be deemed incomplete, and will be liable for rejection.

3.0 ACTIVE (FUNCTIONAL) MODULES

3.1 The list of various types of functional modules being used by BHEL for various applications along with short specifications is given in Annexure-1.

3.2 The colour combinations of different push buttons and LEDs may vary depending upon actual usage, and the prices quoted against each of the items in Annexure-1 shall be irrespective of the colour of push buttons or LEDs. In other words, difference in colour of push buttons or LEDs shall not affect the price of one type of item. Actual colour combination of different push buttons and LEDs shall be specified in individual purchase orders that will be issued from time to time to the successful bidder.

3.3 All push button/LED modules and annunciation facia modules shall have the electronic circuit installed in high quality printed circuit boards, incorporating SMD technology.

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3.4 Preferably, all items should use plug-in type connectors for cable terminations. Terminations on connectors shall preferably be crimp type. If the bidder's system requires different types of connectors for different items, they shall be clearly brought out and separately quoted. In Annexure-1, three types of connectors have been listed. However, if, for any bidder, all items require only one type of connector, or more than these three types of connectors, it should be clearly mentioned and individually quoted.

3.5 The specific type of crimping pins, and its required tool, shall be quoted with respective type/model numbers against these items in Annexure-1. In case the bidder's system requires any other different type of termination for any particular product, or for all of the items, then the required termination material and tools shall be offered in lieu of listed items in Annexure-1.

3.6 All push buttons shall have two sets of normally open contacts, unless otherwise specified in Annexure-1, and shall be individually brought out on separate terminal points; a common terminal point for a set of two NO contacts is not acceptable. All contact material shall be gold plated copper. Push button contacts shall be rated for up to 60V DC, and their rated continuous current at 24V DC shall not be less than 300 mA.

3.7 All LEDs shall be designed to operate at 24V DC +/- 10%, and shall have requisite resistors in series with each of them. For a combination of LEDs in one module, a shorted common current return path shall be used and brought out in one terminal point. Rated continuous current at 24V DC for the LEDs should not exceed 20 mA.

3.8 Annunciator facia modules shall be rated for 24V DC. They shall have planar LEDs in SMD design so as to have uniform illumination over the surface of the front facia. Normally, three colours of facia are required, i.e., yellow, red and green. A design incorporating the possibility of any of these three colours in a single window by selecting colour-specific input pins will be preferred. If such a design is not available, and unit prices of windows of different colours are different, each shall be separately quoted against this item in Annexure-1. Continuous current at 24V DC for any facia window shall not exceed 36 mA.

3.9 Semaphore indicators shall be rotating disc type only, LED type is not acceptable. Operating voltage shall be 24V DC +/- 10%.

3.10 All selector switches and key-operated switches shall be sourced from reputed international manufacturers, if not available in the product range of the mosaic manufacturer. Switch contacts shall be gold-plated. Switching current rating of individual contacts of the switches shall not be less than 10 A at 24V DC. All key-operated switches shall have a common key.

4.0 MOSAIC GRID

4.1 The mosaic grid material shall be metallic alloy, with necessary anti-corrosion plating/treatment. Grid of plastic materials is not acceptable.

4.2 Design of the mosaic grid assembly shall ensure sufficient rigidity, strength and ruggedness. All necessary hardware for ensuring support and strength to the mosaic grid shall constitute part of supply for any mosaic grid structure that will be ordered by BHEL.

4.3 Design of the grid structure shall also include a buff-finished, metallic (preferably aluminium) framework on all four sides of the assembled grid. Identification of rows and columns as per BHEL drawings shall be done on the frame by way of transparent, self-adhesive, printed stickers.

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4.4 It should be possible to make alterations to, or filling up of, openings on a grid by simple methods and utilizing readily available tools at any time even after the assembly of the grid. Vendor shall submit explanatory literature/drawing about how this can be done along with the offer.

4.5 As per BHEL practice, row height shall be taken to be either 24 mm or 25 mm, and column width shall be either 48 mm or 50 mm.

4.6 Sizes, i.e., number of rows and columns of each mosaic grid to be ordered by BHEL shall be project-specific and variable. This means that a number of mosaic grids of different row-column combinations shall be ordered at different stages during the pendency of the contract. Because of this reason, the bidder is required to quote a price per square meter area of the mosaic grid, inclusive of the frame and all necessary hardware which will be required as per 4.2 and 4.3 above. Individual mosaic grid assemblies shall be ordered based on the total area of each, multiplied by the rate for unit area.

4.7 Each mosaic grid thus ordered, shall be delivered fully assembled along with all necessary hardware and supports, such that it can be mounted with ease on to a control panel with requisite cut-out.

4.8 The bidder must submit full technical details, catalogs and drawings for the mosaic grid system being offered. It should be possible to arrive at the overall and required cut-out dimensions for a grid structure with a particular combination of rows and columns from these drawings that will be submitted.

4.9 It will be necessary at times to mount on the mosaic grid, instruments whose sizes do not conform to DIN standards. The mosaic grids that will be acceptable need to have a method of accommodating such non-DIN size instruments on a grid of DIN-size openings, by suitable mounting frame with the required instrument cut-out, and of the next possible overall DIN-size. Vendors need to explain with applicable drawings, how this requirement can be fulfilled. A grid system where this requirement cannot be fulfilled, will not be technically acceptable.

5.0 OTHER ITEMS

5.1 INSCRIPTIONS:

5.1a. Inscriptions are required for all types of functional components and also on blank tiles/tagging tiles. Inscriptions shall vary from project to project, and will be as per specified texts to be given by BHEL for different project/panel requirements.

5.1b. Inscriptions can be in printed, or in engraved form, and the bidder has to clearly specify the method, as well as material, of inscribing texts on the family of mosaic items being offered against this specification.

If there are different types/sizes of inscription material for different family of functional components, annunciation facia, blank tiles etc., they should be individually listed with clear identification of their intended usage, and rates for each to be quoted separately. In this specification, only major categories of items that may require inscriptions have been listed in the Annexure-2. Bidders may follow the list if these match their product requirements. If they vary due to specific systems/practice of different bidders, the bidder has to list the different variants of inscribing required for his system, and quote individual rates for each different variant. Rates should include both material and process cost for a particular type of inscribed item.

It is clarified that prices of items listed in Annexure-1 shall exclude inscription cost, and shall

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be supplied without inscriptions. Inscription prices have to be separately quoted in the manner explained above for Annexure-2 items. They also shall be separately supplied against specific purchase orders by BHEL. The method of physically putting inscriptions to various items should, therefore, be simple and possible to be done at BHEL works.

5.1c. Often, to accommodate changes in design, or customer requirements, or rectification of human errors, certain quantity of inscriptions, over and above those specified for a particular panel as stated in 5.1a above, may be required to be supplied at a later date, and also at a very short notified time. Bidders must agree to supply inscribed items for such requirements free of cost, and also deliver by express couriers, so as to be able to reach BHEL in the shortest possible time; in most cases, preferably within 3 working days of the requirements being conveyed by BHEL. Quantity of such items, however, may not exceed 5% of the total quantity specified in one specification.

5.2 MIMIC DIAGRAMS:

5.2a. Mimic diagrams are to be screen printed on individual blank tiles of either dimensions as mentioned in 2.1.

5.2b. Mimic diagrams shall depict various symbols and shall be in different colours. For the purpose of specifying the requirements, BHEL shall make available required drawings. Usually, BHEL follow colour shades as per RAL standard as well as Indian standard IS:5. Bidders must convey acceptance to supply mimic diagrams specified in both these standards.

5.2c. For the purpose of uniformity and simplicity of pricing, one single price shall be quoted for one size of mimic tile as mentioned in 5.2a, irrespective of the colour/s required for that size of tile, even though mimic diagrams may be of different colours or colour combinations. There can, however, be different prices, if so desired by the vendor, for mimics printed on different sizes of individual blank tiles.

5.2d. In order to meet contingency requirements for completion of a project, or to meet certain quality requirements, or customer commitments, it may be required that certain quantity of mimic tiles be delivered at a very short notice and outside of regular purchase orders. Bidders must agree to supply such requirements free of cost, and also deliver by express couriers, so as to be able to reach BHEL in the shortest possible time, in most cases, preferably within 3 working days of the requirements being conveyed by BHEL. Quantity of such items, however, may not exceed 5% of the total quantity ordered.

5.3 MISCELLANEOUS ITEMS

5.3a. Any item/s specifically required for completeness of a particular design of mosaic system shall be considered under this category of items. It is recognized that these items may not be necessarily offered by every vendor, but each vendor shall quote for such items which are specific for their design; others may state that these are not applicable for their design.

5.3b. From available knowledge and experience of different mosaic systems, the following types of items are listed in Annexure-1 under this category:

a) Reducer frames for mounting instruments of sizes which are multiples of 24 mm, in a grid structure, the basic unit of which is 25 mm.

b) Different spacers which may be required for mounting DIN-size instruments in a mosaic grid such that their front surfaces are level with the surrounding mosaic surface.

c) Tools as required. In Annexure-1, two tools have been mentioned. Depending upon the vendor's products and practices, these may vary, or different/additional tools may be required. Any such required tools may be offered in lieu of, or in addition to, the mentioned ones.

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5.3c. Any other item not specifically listed but required for a particular mosaic system as explained in 5.3a above shall have to be offered by its vendor with unit prices.

6.0 QUALITY ASSURANCE

6.1 All electronic components and other raw materials used in the mosaic items must be of reputed makes from manufacturers with proven credentials or their authorized dealers. A list of makes/sources of various bought-out items used in the products shall be enclosed in the offer.

6.2 Bidder shall enclose in the offer, for review by BHEL, the Quality Assurance Plan/Procedure of the manufacturer for the entire process from incoming goods to finished products.

6.3 At the purchaser's (BHEL) end, the items shall be subjected to inspection at 'Goods Inwards' stage for physical verification matching to purchase order details, as per BHEL standards. Subsequently, they shall be further inspected at the stage of assembly of panels at works, and then all (100%) active (functional) modules shall be functionally tested during system testing of the panels. If, during any of these stages, any component/item is found to be non-conforming to specifications, or functionally defective, they shall be rectified/replaced by the manufacturer or their authorized representative (as stated under cl. BB of Part-I of this specification), without any financial implications, and in the shortest possible time-frame.

7.0 DOCUMENTS REQUIRED WITH TECHNICAL BID

7.1 Following documents, as a minimum, are required to be submitted along with the technical bid:

1) Company/Organisation details.
2) General catalog giving overall details of the mosaic system being offered.
3) Individual catalogs/data sheets, giving full technical details including type/model numbers, electrical specifications, circuit diagrams, terminal details etc., of the items being offered against Anexure-1.
4) Catalog/data sheet giving full technical details of the mosaic grid being offered, including dimensional drawing, and explanations for modification procedures as stated in cl. 4.4 and 4.9 of this specification.
5) Reference list of customers/utilities, with specific stress on power plant applications, where the offered items are in service for not less than three years.
6) List of makes/sources of bought-out items as per cl. 6.1 of this specification.
7) Quality Assurance Plan/Procedure as per cl. 6.2 of this specification.
8) Any other information deemed necessary by the bidder for completeness of the technical bid.

Technical bids not accompanied with the above documents are liable to be rejected.

SL. NO.	ITEM DESCRIPTION	APPROX. QUANTITY
01	3 PUSH BUTTON + 5 LED MODULE WITH ANY COMBINATION OF PB & LED COLOUR; 2 NO CONTACTS PER PB	10
02	3 PUSH BUTTON + 5 LED MODULE WITH ANY COMBINATION OF PB & LED COLOUR; 1 NO + 1 NC CONTACT PER PB	20
03	3 PUSH BUTTON + 3 LED MODULE WITH ANY COMBINATION OF PB & LED COLOUR; 2 NO CONTACTS PER PB	100
04	2 PUSH BUTTON + 3 LED MODULE WITH ANY COMBINATION OF PB & LED COLOUR; 2 NO CONTACTS PER PB	500
05	2 PUSH BUTTON + 2 LED MODULE WITH ANY COMBINATION OF PB & LED COLOUR; 2 NO CONTACTS PER PB	100
06	2 PUSH BUTTON MODULE WITHOUT LED WITH ANY COMBINATION OF PB COLOUR; 2 NO CONTACTS PER PB	130
07	1 PUSH BUTTON + 3 LED MODULE WITH ANY COMBINATION OF PB & LED COLOUR; 2 NO CONTACTS PER PB	15
08	1 PUSH BUTTON + 2 LED MODULE WITH ANY COMBINATION OF PB & LED COLOUR; 2 NO CONTACTS PER PB	5
09	1 PUSH BUTTON MODULE WITHOUT LED AND ANY PB COLOUR; 2 NO CONTACTS PER PB	15
10	3 LED WITHOUT PUSH BUTTON WITH ANY COMBINATION OF LED COLOUR	400
11	2 LED WITHOUT PUSH BUTTON WITH ANY COMBINATION OF LED COLOUR	10
12	EMERGENCY OFF PUSH BUTTON MODULE WITH RED PB AND RED HINGED COVER; 48(50)X48(50) MM; 2 C/O CONTACTS PER PB	200
13	EMERGENCY OFF PUSH BUTTON MODULE WITH RED PB AND RED HINGED COVER; 48(50)X48(50) MM; 4NO + 4NC CONTACTS PER PB; CONTACT RATING 6A.	30
14	RECESSED PUSH BUTTON MODULE WITH ANY PB COLOUR; 2 NO CONTACTS	300
15	ILLUMINATED PUSH BUTTON, ROUND SHAPE, ANY COLOUR, WITH A 'X' ENGRAVED ON THE LENS, MOUNTED ON 48(50) X 24(25) MM TILE/MODULE, WITH LED; 2 NO + 2 NC CONTACTS	200
16	ILLUMINATED PUSH BUTTON OF ANY COLOUR, SQUARE SHAPE 24(25)X24(25) MM, WITH LED; 2 NO + 2 NC CONTACTS	20
17	LAMP(LED) UNIT WITH ANY COLOUR LENS, SQUARE SHAPE +24(25)X24(25) MM	20
18	SINGLE CHIP LED T5.5K, OR ANY, SUITABLE FOR SL. NO. 16, ANY COLOUR	40
19	SIGNAL MODULE, 6 LED, WITH ANY COMBINATION OF LED COLOUR, LEDS IN 2 COLUMNS OF 3 EACH	100
20	SIGNAL MODULE, 3 LED, WITH ANY COMBINATION OF LED COLOUR; LEDS VERTICALLY PLACED	200
21	SIGNAL MODULE, 2 LED, WITH ANY COMBINATION OF LED COLOUR, LEDS HORIZONTALLY PLACED ON TOPMOST ROW	60

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ANNEXURE-1 TO PS4152193

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SL. NO.	ITEM DESCRIPTION	APPROX. QUANTITY
22	SIGNAL MODULE, 2 LED, WITH ANY COMBINATION OF LED COLOUR, LEDS VERTICALLY PLACED	150
23	SIGNAL MODULE, 1 LED, WITH ANY LED COLOUR	30
24	SYMBOL MODULE WITH 1 LED AT THE CENTER, ANY LED COLOUR	50
25	ANNUNCIATOR FACIA MODULE, 48(50) X 48(50) MM, ILLUMINATION BY LEDS, ANY LED COLOUR (RED, GREEN, YELLOW)	3500
26	SEMAPHORE (SWITCH POSITION) INDICATOR MOUNTED ON 48(50) X 24(25) MM TILE/MODULE	250
27	BLANK TILE 48(50) X 24(25) MM	35000
28	BLANK TILE 48(50) X 48(50) MM	50
29	PLUG-IN TYPE CONNECTOR ASSEMBLY FOR PUSH BUTTON + LED MODULES (#)	2000
30	PLUG-IN TYPE CONNECTOR ASSEMBLY FOR LED SIGNAL MODULES (#)	800
31	CONNECTOR ASSEMBLY FOR ANNUNCIATOR FACIA MODULES (#)	3600
32	CRIMP CONTACTS SUITABLE FOR CONNECTORS OF SL. NOS. 31, 32 & 33 (+)	25000
33	SPARE LED, RED	50
34	SPARE LED, YELLOW	50
35	SPARE LED, GREEN	50
36	SPARE PB CAP, GREY	50
37	SPARE PB CAP, RED	50
38	SPARE PB CAP, GREEN	50
39	MANUAL CRIMPING TOOL (+)	25
40	MODULE EXTRACTOR	25
41	SELECTOR SWITCH MODULE, 4 POSITION, 3 POLE, 48(50) X 48(50) MM, KNOB COLOUR RAL 7037	40
42	SELECTOR SWITCH MODULE, 4 POSITION, 2 POLE, 48(50) X 24(25) MM, KNOB COLOUR RAL 7037	85
43	SELECTOR SWITCH MODULE, 3 POSITION, 2 POLE, 48(50) X 24(25) MM, KNOB COLOUR RAL 7037	100
44	SELECTOR SWITCH MODULE, 2 POSITION, 2 POLE, 48(50) X 24(25) MM, KNOB COLOUR RAL 7037	60
45	SELECTOR SWITCH MODULE, TWO MOMENTARY AND 1 CENTRAL STAYPUT POSITIONS, WITH SPRING RETURN TO STAYPUT POSITION, 3 POLE, 48(50) X 48(50) MM, KNOB COLOUR RAL 7037	15
46	SELECTOR SWITCH MODULE, TWO MOMENTARY AND 1 CENTRAL STAYPUT POSITIONS, WITH SPRING RETURN TO STAYPUT POSITION, 3 POLE, 48(50) X 24(25) MM, KNOB COLOUR RAL 7037	200
47	SELECTOR SWITCH MODULE, 5 POSITION, 2 POLE, 48(50) X 24(25) MM, KNOB COLOUR RAL 7037	2

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SL. NO.	ITEM DESCRIPTION	APPROX. QUANTITY
48	KEY OPERATED SWITCH MODULE, 4 POSITION, 3 POLE, KEY REMOVABLE IN POSITION 1 ONLY, 48(50) X 24(25) MM	2
49	KEY OPERATED SWITCH MODULE, 3 POSITION WITH CENTER OFF, 3 POLE, WITH ELECTRICALLY ISOLATED CONTACTS, KEY REMOVABLE IN OFF POSITION ONLY, 48(50) X 24(25) MM	100
50	KEY OPERATED SWITCH MODULE, 2 POSITION, 3 POLE, KEY REMOVABLE IN POSITION 1 ONLY, 48(50) X 24(25) MM	40
51	KEY OPERATED SWITCH MODULE, 2 POSITION, 2 POLE, WITH 'OFF', KEY REMOVABLE IN 'OFF' POSITION, 48(50) X 24(25) MM	15
52	KEY OPERATED SWITCH MODULE, 2 POSITION, 2 POLE, KEY REMOVABLE IN BOTH POSITIONS, 48(50) X 24(25) MM	50
53	INSTRUMENT SPACER, 5 MM, ONE-SIDED (*)	2000
54	INSTRUMENT SPACER, 5 MM TWO SIDED (*)	500
55	INSTRUMENT SPACER, 1 MM, ONE-SIDED (*)	500
56	INSTRUMENT SPACER, 1 MM TWO SIDED (*)	100
57	FRAMES FOR MOUNTING INSTRUMENTS OF SIZE 48X48 MM IN A GRID OPENING OF 50X50 MM (*), FRAME COLOUR RAL 7035	1500

(#) SEE CL. 3.4, PART-II, OF SPECIFICATION.
(+) SEE CL. 3.5, PART-II, OF SPECIFICATION.
(*) ONLY IF APPLICABLE FOR A PARTICULAR BIDDER'S OFFERED MAKE. SEE CL. 5.3, PART-II, OF SPECIFICATION.

NOTES:

A) QUANTITIES ARE INDICATIVE ONLY. SEE CL. DD OF PART-I OF SPECIFICATION.

B) IF ANY ITEM FROM THE ABOVE LIST IS NOT IN YOUR RANGE, IT SHOULD BE CLEARLY INDICATED; NEAREST ALTERNATIVE ITEM MAY ALSO BE OFFERED.

C) ANY ITEM NOT COVERED ABOVE, BUT REQUIRED SPECIFIC TO YOUR MOSAIC SYSTEM, ARE ALSO TO BE OFFERED ADDITIONALLY.

D) TYPE NUMBERS/ARTICLE NUMBERS/ORDERING NUMBERS OF THE ITEMS OFFERED AGAINST EACH OF THE ABOVE LIST SHALL BE MENTIONED.

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SL. NO.	ITEM DESCRIPTION	APPROX. QUANTITY
01	MOSAIC GRID ASSEMBLIES, METALLIC/METAL ALLOY TYPE, COMPLETE WITH FRAMEWORK, AND ALL NECESSARY HARDWARE, ACCESSORIES, FOR MOUNTING IN HORIZONTAL OR VERTICAL ORIENTATION ON DESKS/PANELS. BASIC GRID OPENING SIZE SHALL BE 24(25) X 24(25) MM. NOTE: ACTUAL MOSAIC GRID ASSEMBLIES THAT WILL BE REQUIRED FOR VARIOUS DESKS/PANELS SHALL BE OF DIFFERENT DIMENSIONS (SPECIFIC NUMBERS OF ROWS+ COLUMNS CONFIGURATION FOR EACH APPLICATION). RATE PER SQUARE METER AREA OF THE FRONT DIMENSIONS WITH FRAMEWORK TO BE QUOTED.	60
02	INSCRIPTIONS/TEXT FIELDS ALONG WITH MATERIALS FOR EACH OF THE FOLLOWING:	
a	RECESSED PUSH BUTTON MODULES (SL. NO. 14 OF ANNEX.-1)	350
b	PUSH BUTTON+LED MODULES (SL. NOS. 01 TO 11 OF ANNEX.-1)	1500
c	EMERGENCY OFF PB MODULES (SL. NO. 12 & 13 OF ANNEX.-1)	225
d	1,2,3-LED SIGNAL MODULES (VERTICAL) (SL. NOS. 20, 22 & 23 OF ANNEX.-1)	900
f	6 LED SIGNAL MODULES (SL. NO. 19 OF ANNEX.-1)	120
g	2 LED SIGNAL MODULES (HORIZONTAL) (SL. NO. 21 OF ANNEX.-1)	75
h	ANNUNCIATOR MODULES 48(50)X48(50) MM (SL. NO. 25 OF ANNEX.-1)	3750
i	BLANK TILES 48(50)X48(50) MM (SL. NO. 30 OF ANNEX.-1)	10
j	BLANK TILES 48(50)X24(50) MM (SL. NO. 29 OF ANNEX.-1)	3500
	NOTES: A) RATES SHOULD INCLUDE COST OF BOTH MATERIALS AS WELL AS INSCRIBING. B) IF THERE ARE ANY OTHER VARIANT OF ITEMS WHICH REQUIRE INSCRIPTIONS, THEY SHALL BE SEPARATELY LISTED. IF SOME OF ABOVE LIST REQUIRE SIMILAR ITEMS AND CHARGES ARE SAME, THEY CAN BE COMBINED.	
03	MIMIC DIAGRAMS ON TILES OF THE FOLLOWING SIZES. EACH DIAGRAM/SYMBOL AND THEIR COLOUR SHADE SHALL BE AS PER BHEL'S DRAWINGS/SPECIFICATIONS.	
a	48(50) X 48(50) MM	250
b	48(50) X 24(25) MM	3500

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INSTRUCTIONS TO BIDDERS / SELLERS

A. Scope & Applicability :-

These Instructions along with all the details, terms & conditions in the RFQ and General Conditions of Contract (Document No: BHEL: EDN: SHOP: GCC: Rev00) shall apply for this REQUEST FOR QUOTATION (RFQ) and any resulting Order(s) / Agreement(s).

B. Definitions :-

Throughout the documents referred to in A above the following terms shall have the meanings assigned to them, unless the subject matter or the context requires otherwise.

- **The Purchaser** means Bharat Heavy Electricals Limited (a Central Public Sector Enterprise) incorporated under the Companies Act, 1956 having its registered office at BHEL House, Siri Fort, New Delhi-110049, India acting through its Electronics Division / Electronics Systems Division at Bangalore and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.
- **The Bidder** means the person, firm, company or organization to whom the RFQ is addressed / submits an offer against such RFQ and shall be deemed to include its successors, representative heirs, executors and administrator as the case may be. It may also be referred to as Seller, Contractor, Supplier or Vendor.

C. General :-

1. All correspondence / clarifications shall be addressed to the contact person given in the RFQ / Purchase Order/Agreement.
2. In case of non-participation in the tender, regret letter with reason shall be sent by the vendor to the purchaser. If a vendor fails to respond against three consecutive tenders for the same item, he will be liable for removal as a registered vendor of BHEL for the item.
3. All timings are Indian Standard Time (IST).
4. Bidders shall not engage the services of the firms banned by BHEL. List of such banned firms is available at website www.bhel.com. Offers of the bidders who are on the banned list/who engage the services of banned firms shall be rejected.
5. The bidder along with its associate/collaborators/ sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.
6. Any consultant or consultant firm including any of its affiliates or associates shall not be eligible to participate in tender / s for the related goods or works or services for the same project, for which they were engaged for the consultancy services by BHEL.
7. **Agents / Representatives of OEMs / Principals** :-
   a. BHEL prefers to deal directly with Original Equipment Manufacturers (OEMs) / Principal for all its purchases. However, if the OEM / Principal insist on engaging the services of an Agent/Representative, such Agent / Representative will be allowed to represent only one OEM / Principal in the same tender. Either the Agent / Representative could bid on behalf of the OEM / Principal or the OEM / Principal could bid directly but not both. Incase bids are received from both the OEM / Principal and the Agent/ Representative, the bid received from the Agent/Representative will be ignored.
   b. 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.
   c. Valid Authorization letter from the OEM / Principal to quote and negotiate on behalf of OEM / Principal to be submitted by the respective Agent/Representative.
8. **The Purchaser Reserves the Right to :-**
   a. Cancel / retender the RFQ at any time before placement of Purchase Order / Agreement, without assigning any reason.
   b. Change the quantity to be ordered and the delivery schedule before placement of PO with mutual agreement with the seller. c. Adopt any method(s) of bidding including Reverse Auction (RA) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. All bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.
   d. Split the quantity in the RFQ among bidders for ordering.
   e. Accept / not accept whole / part of any offer(s).
   f. Accept / Reject any of the counter terms / deviations offered by bidder.
   g. Seek information / clarifications / confirmations relevant to the RFQ from the bidder(s) and fix deadlines for furnishing of the same by the bidder(s) and not to consider the offer(s) of such bidder(s) for further processing who fail to provide such information / clarifications / confirmations within the deadline fixed.
   h. Negotiate with the L1 bidder.
   i. Take necessary action as per prevalent BHEL Policy, with regard to the bidder(s) / vendor(s) who is/are :-
      (i) Non-responsive.
      (ii) Found to have been involved in unfair practices / actions contrary to business ethics /actions restricting competition.
      (iii) Withdrawing offers after opening of Part I bid / s.

D. Guidelines for Making tshe Offer :-

1. Separate offer in English language addressed to the Purchase Executive shall be made for each RFQ in Single part/two parts/three parts as indicated in the RFQ.

2. a) **Single Part Bid**: Complete offer i.e., techno commercial bid and price bid to be made in single part. Offer shall be placed in a sealed envelope superscribed with RFQ No & Due Date.

b) **Two Part Bid** : Offer shall be made in two parts as detailed below:

"Techno-commercial Bid (Part I Bid) placed in a sealed envelope super scribed with RFQ No , Due date & **"**Techno Commercial Bid (Part I Bid)" & "Price Bid (Part II Bid)" placed in a separate sealed envelope superscribed with RFQ No, Due Date & **"**Price Bid (Part II Bid)". Both the sealed envelopes shall be placed in another sealed envelope superscribed with RFQ No & Due date

c) Three Part Bid: Offer shall be made in three parts as detailed below:

"Pre-Qualification Bid (Part I Bid)" in a sealed cover superscribed with RFQ No, Due Date and "Pre-Qualification Bid (Part I Bid)" ,"Techno-commercial Bid (Part II Bid)" placed in a separate sealed envelope super scribed with RFQ No , Due date & "Techno commercial Bid (Part II Bid)" & "Price Bid (Part III Bid)"in another separate sealed envelope superscribed with RFQ No, Due date and "Price Bid (Part III Bid)".All the three sealed envelopes shall be placed in another sealed envelope superscribed with RFQ No & Due date.

3. Offers for RFQs on EPS (E-Procurement System) shall be made only on the template on EPS portal. All documents as required shall be uploaded on the portal.

4. Offer shall be in accordance with and complete in all respects with regard to the requirements of the RFQ.

5. 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.

6. Corrections / overwriting shall be avoided. Corrections if any shall be respectively incorporated in all the bids (part-I / II / III i.e, Prequalification Bid / Techno-commercial Bid/ Price Bid) as applicable and shall be duly authenticated at each instance of correction by the authorized signatory with name and designation.

7. Offer shall have a minimum validity period of 90 days from the due date of the RFQ.

8. Please refer Clauses E and F below for Standard Commercial Terms and commercial deviations and loading of offers.

9. Bidders to be considered as Micro and Small Enterprises (MSEs) are required to submit the documents as per **Annexure I**.

10. Non acceptance/deviations if any to the terms and conditions of the RFQ shall be clearly and explicitly mentioned in the offer, otherwise it will be treated that all the terms and conditions of the RFQ are accepted by the bidder in total.

11. Pre-Qualification Bid: Shall have all details required as per RFQ along with documents as applicable.

12. **Techno Commercial Bid:**

a. Shall include BHEL material code and description as per RFQ and details of the item offered including make/model/part no along with relevant documents like drawings/data sheets/catalogs/BOMs etc. as applicable.

b. Commercial terms such as delivery period, delivery terms, payment terms, taxes and duties as applicable. Delivery quoted shall be earliest firm in terms of no of days/weeks/months from the date of PO/Drawing Approval/Manufacturing clearance as applicable. It is recommended to avoid delivery terms such as 'ex-stock', 'subject to prior sale' or 'delivery at the earliest', 'subject to release of PO within ----- period' and 'delivery range eg X-Y weeks'.(**Please Refer Clause 15 of General Conditions of Contract (Document No: BHEL: EDN: SHOP: GCC: Rev00) is applicable for delayed deliveries**)

c. In case the bidder quotes for imported material to be supplied directly to BHEL / Destination, the minimum amount of CVD that will be passed on to BHEL for availing CENVAT credit to be indicated.

13. Price Bid:

a. Most competitive price(s) to be quoted.

b. Shall include Price details such as currency ,item unit price, total price, discounts if any, packing forwarding charges ,freight, insurance , taxes and duties indicating the nature(eg ED, Cess, VAT) as applicable.

c. Quoted price(s) shall be FIRM and valid till the complete execution of Purchase Order / Agreement, except where price variation is specifically included in RFQ terms in which case the price(s) quoted shall be in accordance with the price variation formula given in the RFQ.

d. Prices in both figures and words to be indicated.

e. Applicable documents shall be submitted to the purchaser at the time of supply for availing CENVAT/VAT credits.

f. The price quoted against each item shall be for units stated in the RFQ. Where quotation is in terms of a unit other than that in the RFQ, relationship between the two units shall be clearly brought out.

g. Registration details of the bidder such as TIN number, ECC number, KVAT / CST / GST / Service Tax Number as applicable shall be mentioned (applicable for bidders within India).

E. Purchaser's Standard Commercial Terms :-

1. Unless specified otherwise in the RFQ , following are the Purchaser's standard commercial terms:-

Sl No	Description	For Purchase within India	For Foreign Purchase(Direct Imports)
i	**Delivery Terms**	**For High Sea Sales(HSS) :-** CIF Destination Airport (Name of Airport as given in the RFQ) **For other than HSS :-** Door Delivery to BHEL Stores ,Bangalore with Freight and Insurance paid	FCA International Gateway Airport (For shipment by air, Refer **Annexure II** for details) **OR** FOB Sea Port (for shipment by sea)
ii	**Payment Terms**	**100% direct payment with 45 days credit from the date of :** a) Receipt of material for Door delivery BHEL stores b)Receipt of complete set of documents for High Sea Sales c)Invoice for Ex-works delivery	100% against sight draft with 45 days credit on negotiation of complete set of documents
iii	**Reckoning of Delivery Date**	**For Door Delivery at BHEL Stores:-** Date of receipt of material at BHEL Stores. **For High Sea Sales(HSS) :-** Date of receipt of complete set of High Sea Sales documents **For Delivery Terms of Ex-works /Negotiation of Documents Through Bank:-** Date of invoice **Where Pre Shipment Inspection at seller's works is applicable :-** Inspection call for the date on which material is ready for inspection supported with documents such as TC's/ COC's as applicable.	**For Delivery Terms of Ex-works :-** Date of invoice **For Delivery Terms of CIF/CIP/ FCA / FOB** Date of House Airway Bill(HAWB) / Bill of Lading / Date of receipt by BHEL's Freight Forwarder whichever is earlier
iv.	**Penalty for Delayed Delivery**	As per clause 15 of General Conditions of Contract (DOC .NO.BHEL :EDN:GCC-SHOP:REV:00)	
v	**Cancellation/ Termination of Contract & Risk Purchase**	As per Clause 24 of General Conditions of Contract (DOC.NO.BHEL:EDN:GCC – SHOP :REV:00)	

2. When Bank Guaranty (BG) is applicable as per RFQ terms, the same shall be from any one of the BHEL Consortium of Banks (Refer **Annexure III**) in the prescribed format as per **Annexure IV**. The bank Guarantee shall be sent directly to BHEL by the issuing bank.

F. Commercial Deviations / Offered Terms & Loading of Offers :-

Unless specified otherwise in the RFQ and if the Purchaser decides to accept offers with deviations in respect of the standard commercial terms given at Clause No. E1 above, such offers will be subjected to loading on the **quoted basic material value** as detailed below:-

Sl No	Deviation on	Nature of Deviation / Offered Terms	Loading %
i	**Delivery Terms**	**For purchase within India :-** Other than Sl No.1 (i) of clause E above.	10
ii.	**Payment Terms**	**For purchase within India :-** 1) Payment against delivery/Proforma payment against receipt of material	15
		2) Payment against documents through bank – Delivery of material on production of consignee copy of LR	15*
		3) Credit period less than 45 days, but not less than 15 days.	10
		4) Payment against documents through bank with consignment door delivered to BHEL stores (without consignee copy of LR) and 45 days credit period.	2*
		For foreign purchase :- 1) Payment through At Sight Letter of Credit	10
		2)Payment through Letter of Credit with usance credit of 45 days	5
		3) Sight Draft with credit period less than 45 days	5
iii	**Penalty for Delayed Delivery**	1) Non – Acceptance	10
		2) Partial Acceptance (X%)	(10 – X)

* All bank charges shall be to seller's account. If bank charges of BHEL banker are to BHEL's account then **additional loading of 2% on the quoted basic value** is applicable.

NOTE: **Offer/ s with payment terms other than the standard payment terms indicated at E1(ii) or Deviated Payment Terms with loading indicated at F(ii) above are liable for rejection.**

G. Submission of Offers:

Offers shall be submitted as indicated below **within the due date and time** indicated in the RFQ/Any subsequent change intimated by Purchaser.

Sl No.	Offer For	Mode of Submission
i	**RFQs on EPS**	Shall be made on the EPS (e-Procurement System) portal in line with the instructions given therein. **Notes :** a) To quote for the RFQs published through EPS vendors should have class III, 2048 Bit digital signature certificate (DSC) for both encryption and signing obtained from Certifying Authority (CA) authorized by Govt. of India through their Licensed Registering Authority (LRA). b) All required documents shall be uploaded before due date and time. Availability of power, internet connectivity, etc. is the sole responsibility of the bidder. Assistance required if any, may be availed from the Seller's Manual available on EPS portal of BHEL/ help line numbers of BHEL's Service Provider
ii	**Other RFQs**	Shall be dropped in the appropriate tender box as per details given in the RFQ OR May be Sent through post/courier/Fax/Email/EDI to the Purchase Executive/Fax No/Email ID indicated in the RFQ * * Bidders may adopt this mode at their own risk. The Purchaser does not own any responsibility / liability for delays in receipt / loss of secrecy of such offers. Such offers shall be received well in advance to enable them to be dropped in the tender box in time.

NOTE :

OFFERS RECEIVED BEYOND DUE DATE AND TIME WILL NOT BE CONSIDERED

H. Processing of Offers Received:

1. Only offers received in the mode and within the due date and time indicated in RFQ will be considered for processing.
2. The following offers may not be considered for processing
   a) Incomplete
   b) Conditional
   c) With deviations other than listed in clause F above
3. If non acceptance to any of the terms & conditions of the RFQ or deviations if any are not clearly mentioned in the offer, it will be treated that all the terms & conditions of the RFQ are accepted by the bidder in total.
4. If offer is revised within the due date and time of the RFQ on e-Procurement System, latest will be available for processing. In other cases the latest offer will be considered for processing only when there is a clear indication of the same, otherwise BHEL reserves the right to consider/not consider any of the offers received.
5. **For offers on EPS, in case of any contradictions/inconsistency between the offered details on the bid template and those in the attachments, the offered details on the bid template only will be considered**.
6. If a range is given for delivery, longest duration in the given range will be considered as the quoted delivery. If any drawing / sample / technical datasheets/Quality Assurance Plan approval or Manufacturing Clearance by Purchaser is involved the quoted delivery will be considered from the date of such Approval / Clearance by the Purchaser. Bidder to clearly indicate the time (in terms of no of days / weeks from the date of PO) for submission of such Drawings /Data Sheets/ Samples/QAP to the Purchaser.
7. Changes in offer (Impact Bid)/Discounts or revised offers given after opening of Part-I bid will not be considered unless the same is sought by the Purchaser due to any change(s) in technical scope and / or specifications and / or commercial terms & conditions. In case of withdrawal of any Technical/Commercial deviation(s) by the bidder before opening of price bids, revision of price/impact bid will not be considered.
8. Any discount on the already submitted offer by the bidder on its own will be considered provided it is received on or before the due date and time of offer submission and clearly mentions "Discount offer to be considered along with the original offer "(on the envelope also). The discount will be applied on pro-rata basis to all the items unless mentioned otherwise by the bidder.
9. In case of two / three part bids, price bids of the techno-commercially accepted offers, only will be opened on a subsequent date, with prior intimation.
10. Offers considered with commercial deviations will be subject to loading as per clause F above.
11. In case BHEL decides to go for Reverse Auction Guidelines as **per Annexure V** are applicable. Only those bidders who have given their acceptance to participate in RA will be allowed to participate in the Reverse Auction. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit "**online sealed bid**" in the Reverse Auction. Non submission of **"online sealed bid"** by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue. In case BHEL decides **NOT to adopt Reverse Auction** method of bidding, the sealed price bids and price impacts if any, of all the techno commercially qualified bidders already submitted and available with BHEL shall be opened as per BHEL's standard practice.
12. Evaluation of Price bids will be done on the basis of "**Total Cost to Purchaser** "taking into consideration:
    d) Basic material value, taxes and duties, packing and forwarding charges, freight and insurance, any other costs and loading for deviations if any, as applicable.
    e) CENVAT/MODVAT/VAT credit benefits available to BHEL.
    f) Calculated costs of freight, insurance and clearance charges as applicable, for foreign purchases.
    g) RFQ item wise prices unless specified otherwise in the RFQ terms.
    h) The offered quantity if offered quantity is more than the RFQ quantity
    i) For offers in foreign currency, the exchange rate (TT selling rate of State Bank Of India (SBI)) will be taken as under :-

    Single Part Bids: - Date of tender opening
    Two / Three part bids / Reverse Auction: - Date of Part-1 bid opening

    If the relevant day happens to be a bank holiday then the FOREX rate (TT selling rate) as on the previous bank (SBI) working day will be taken.
13. Any typographical error, totaling mistakes, currency mistake, multiplication mistake, summing mistakes etc. observed in the price bids will be evaluated as per Clause 11.2.3 "Non-conformities between the figures and words of the quoted prices" of "Manual on Policies & Procedures for purchase of goods" issued by Ministry of Finance / Government of India.(Refer **Annexure VI**). BHEL's decision will be final in this regard.
14. Ranking (L-1, L-2 etc.) will be done only for the techno-commercially accepted offers.
15. Purchase Preference for MSE Vendors will be considered as per **Annexure VII**.

I. Despatch, Invoicing and Documentation :-

1. All goods shall be consigned to the Consignee details as given in the Purchase Order.
2. Quantity of goods in invoice / delivery challan shall tally with the goods delivered.
3. For delivery terms Ex-Works, the Seller shall intimate the readiness of goods to BHEL/BHEL's authorized freight forwarder/BHEL's authorized transporter and the goods shall be handed over to the BHEL's authorized freight forwarder/BHEL authorized transporter / agency assigned by BHEL. Goods can also be despatched as mutually agreed between BHEL and Seller.
4. Packing shall be road / rail / air / sea worthy as applicable for adequate protection against transit damages.
5. **Delivery timings at BHEL stores(On all working days) :-**
   09.00 AM to 03.00 PM (Monday to Friday)
   09.00 AM to 11.00 AM (Saturday)
   Deliveries other than the timings indicated shall be done with prior permission from the purchase executive.
6. The invoice shall be in accordance with the PO duly supported with documents as called in the PO and shall contain the following details :-
   BHEL PO No and PO Item no., BHEL material code and description, Quantity, Vendor's name, Address.
7. The rates shall be as per applicable PO rates. Indicate the basic rate, duties & taxes as applicable along with Vendor TIN number (applicable for dispatches from within India).
8. For issue of "C" Forms duly filled up format as per **Annexure VIII** shall be sent to email id: **cform@bheledn.co.in**.
9. **Documents :-**
   Seller shall arrange to send the documents as applicable as per **Annexure IX** to the Purchaser, along with dispatch of goods. Any addition / exclusion to such documents shall be as specified in the Purchase Order.

J. Information on Processing of Payment :-

1. All direct payments will be made through Electronic Fund transfer (EFT). Vendor shall furnish e-payment particulars duly authenticated by their respective Bankers as per BHEL standard format (Refer **Annexure X**),if not registered with the purchaser earlier.
2. In case of High Sea Sales and Foreign Purchases, customs clearance of the consignment landed on Indian Sea / Air ports will be done by BHEL based on the original documents provided by Seller. All warehousing charges due to delay in submission of complete and or correct documents to BHEL may be charged to Seller's account.
3. Statutory deductions, if any, will be made and the deduction certificate shall be issued. In case Seller does not provide PAN details, the TDS deduction shall be at the maximum percentage stipulated as per the provisions of Income Tax Act.
4. Bills/Invoices will be processed for payment only if they are complete in all respects, correct and supported with relevant documents as applicable. Any delays in this regard will result in consequent delays in payment.

GENERAL CONDITIONS OF CONTRACT FOR PURCHASE

1. Applicable Conditions :-

These General Conditions of Contract for Purchase (GCP) apply to all enquiries, tenders, requests for quotations, orders and agreements concerning the supply of goods and the rendering of related services (hereinafter referred to as "deliveries") to Bharat Heavy Electricals Limited, Electronics Division / Electronics Systems Division (hereinafter referred to as "BHEL" or the Purchaser) or its projects / customers. Any deviations from or additions to these 'General Conditions of Contract for Purchase' require Purchaser's express written consent. The general terms of business or sale of the Seller shall not apply to the Contract. Acceptance or receipt of shipments or services or effecting payment shall not mean that the general terms of business or sale of the Seller have been accepted by the Purchaser. Purchase orders, Orders, agreements and amendments thereto shall be binding if made or confirmed by the Purchaser in writing.

2. Definitions :-

Throughout these conditions and in the specifications, the following terms shall have the meanings as assigned hereunder, unless the subject matter or the context requires otherwise.

a. **'Purchaser'** means Bharat Heavy Electricals Limited (a Central Public Sector Enterprise) incorporated under the Companies Act, 1956 having its registered office at BHEL House, Siri Fort, New Delhi-110049, India acting through its Unit Electronics Division / Electronics Systems Division at Bangalore and shall be deemed to include its successors and assigns. It may also be referred to as BHEL.

b. **'Seller'** means the person, firm, company or organization on whom the Purchase Order is placed and shall be deemed to include the seller's successors, permitted assigns, representatives, heirs, executors and administrators, as the case may be. It may also be referred to as Contractor, Supplier or Vendor.

c. **'Contract'** shall mean and include the Purchase Order(also referred to as the "Order" or 'PO'), letter of intent(LOI) / letter of acceptance or award(LOA) along with tender / offer / bid submitted by the Seller, 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 and the samples or patterns if any to be provided under the provisions of the Contract, by the Purchaser or his representative. Any conditions or terms stipulated by the tenderer / bidder in the tender / offer / bid or subsequent letters shall not form part of the Contract unless specifically accepted in writing by the Purchaser.

d. '**Parties to the Contract'** shall mean the Seller and the Purchaser and Party shall mean either the Seller or the Purchaser.

3. 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, specific agreement, Special Conditions of Contract and General Conditions of Contract for commercial conditions; and specific agreement on technical conditions, Special Technical Conditions and General Technical conditions, RFQ / Offer.

4. 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.

5. Ordering and Confirmation of Order :-

The Seller shall send the acceptance of the LOI / Purchase Order within two weeks or such other period as specified/agreed by BHEL from the date of LOI / Purchase Order. Purchaser reserves the right to revoke the order placed if the order acceptance differs from the original order placed. Purchaser shall only be bound after it has agreed explicitly in writing to be in agreement with the deviations. The acceptance of deliveries or supplies by Purchaser 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 by the Seller, if no communication to the contrary is received within two weeks (or the time limit as specified / agreed by the Purchaser) of the receipt of the order.

6. Execution :-

The Seller shall execute the whole contract in the most approved, substantial and workman like manner as per the contracted terms. The Seller shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Contract.

7. Progress Reports and Documentation :-

After receipt of Purchase Order, seller should submit required documents like drawings, bill of materials, datasheets, catalogues, quality plan, test procedure, type test report, O & M Manuals and / or any other relevant documents as per Specification / Purchase Order, as indicated in the Purchase order .At any stage within the contract period, the seller 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 seller 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 seller's documents, they shall be corrected at his cost, notwithstanding any consent or approval. The Seller shall submit periodic reports as to the progress in execution of the contract and in such form as may be called for by the Purchaser. The submission and acceptance of such reports shall not prejudice the rights of the Purchaser in any manner.

8. Product Information, Drawings and Documents :-

The Seller shall, as per agreed date / s but not later than the date of delivery, provide information and drawings which are necessary to permit the Purchaser to use, erect, commission, operate and maintain the product. Such information and drawings shall be supplied in the number of copies agreed upon.

9. Non-disclosure and Information Obligations :-

The Seller shall provide Purchaser with all information pertaining to the delivery in so far as it could be of importance to Purchaser. The Seller shall not reveal any confidential information (including price) in relation to the contract in general and those which it may acquire from the purchaser during the course of execution of the contract in particular, to its own employees not involved with the tender / Contract & its execution and delivery or to third parties, or make use of such information pertaining to any data, designs, drawings, specifications and other information furnished to it by the Purchaser, unless Seller seeks a permission to do so from the Purchaser and the Purchaser has agreed to this in writing beforehand. The Seller shall not be entitled to use the Purchaser's name in advertisements and other commercial publications without prior written permission from Purchaser.

10. Intellectual Property Rights; Licenses :-

If any patent design, trade mark, copyright, trade secret or any other intellectual property rights apply to the products / goods supplied, or delivery or accompanying documentation, Purchaser or its Customer shall be entitled to the legal use thereof free of charges by means of a non-exclusive, assignable, transferrable, sub-licensable, worldwide, perpetual license as duly granted by the owner or licensor of such right. All intellectual property rights that arise or developed during or due to the execution of the contract or delivery of the goods by the Seller and by its employees or third parties involved by the Seller for performance of the Contract belong to Purchaser. The Seller is obliged under the contract to do everything necessary to obtain or establish the above mentioned rights in favor of Purchaser. The Seller guarantees that the execution of the contract including goods and its delivery does not infringe any of the intellectual property rights of third parties. The Seller shall do everything necessary to obtain or establish the alternate acceptable arrangement pending resolution of such (alleged) claims by third parties, if any. The Seller agrees to indemnify, defend, and hold harmless Purchaser, its officers, employees, agents, representatives, successors, assigns, or any of the Purchaser's customers buying or using the goods or services, against any actual or alleged infringement of such intellectual property interests or claims by third parties in this regard and shall reimburse Purchaser for any liabilities, damages, penalties, injuries, claims, demands, actions, costs and expenses(including, without limitation, reasonable legal and other professional fees and expenses) suffered as a result thereof.

11. Inspection and Testing :-

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 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.

12. Quality and Condition of the Delivery :-

The Seller shall guarantee that the delivery:-

a. Is of good quality and free from defects and in the case of services rendered that they are performed by skilled personnel and that new materials are used;
b. corresponds exactly with the provisions of the Contract, the reasonable expectations of Purchaser regarding the characteristics, quality and reliability of the delivery;
c. is suitable for the purpose for which it is intended by its very nature or which is evident from the specifications or the Contract;
d. Complies with legal requirements applicable in India and other (international) Government regulations, as applicable.
e. Complies with the customary norms and standards in the relevant branch of trade or industry.

The Seller shall be responsible for compliance with applicable technical, safety, quality, environmental requirements and other regulations in relation to its products, packaging, and raw and ancillary materials.

13. Packaging and Dispatch :-

The seller shall package the deliverables 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 by mechanical means. Each package must be marked with consignee name, P.O Number, BHEL material code, Package No., Gross weight & Net weight, Dimensions (LxBxH) and seller's name. The packing shall allow for easy removal and checking of

goods on receipt and comply with carrier's conditions of packing or established trade practices. **Packing list of goods inside each package with P.O item no.& Quantity must also be fixed securely outside the box to indicate the contents. 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.**

14. Delivery :-

Delivery shall be as per Purchase Order delivery terms. Trade terms such as DDL, FOR,EXW, FOB, CFR etc., if stipulated in the order shall be construed in accordance with the version of the INCOTERMS applicable at the time of ordering, without prejudice to the provisions contained in these conditions. The delivery date(s) or delivery period(s) as stipulated in the Contract shall be firm and binding and shall apply to the entire delivery for each PO item. Partial shipments may, however, be permitted by the purchaser.

15. Penalty :-

The time or period of delivery as stipulated in the schedule of delivery shall be deemed to be the essence of the contract. Should circumstances arise whereby the deadline for an agreed delivery date(s) or period(s) is expected to be exceeded, the seller shall inform purchaser hereof without delay. If delay in delivery is caused by any of the circumstances mentioned in clause 25(Force Majeure) or which are caused exclusively by the acts of purchaser, the purchaser shall extend the time for delivery by a period which is reasonable having regard to all the circumstances in the case.

a. **For delay in documentation :-**

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

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 delayed portion (basic material cost) will be applicable. Delivery will commence from the date of document approval by customer / BHEL or date of issue of manufacturing clearance, whichever is later in cases where such approval/manufacturing clearance is applicable as per PO. Where pre shipment inspection is applicable, the date for which Inspection call is issued by vendor along with test certificates / test reports / Certificate of Conformance / calibration reports, as proof of completion of manufacturing will be treated as date of deemed delivery for penalty calculation. In the absence of furnishing such document indicated above as proof of completion of manufacturing along with inspection call, actual date of inspection will be considered as date of deemed delivery and BHEL will not be responsible for delay in actual date of inspection. Penalty for delayed documentation/delayed delivery, if applicable, shall be deducted at the time of first payment. If penalty is applicable for duration of less than a week, penalty @ 0.5% (half percent) of the basic material value will be deducted.

Imposition, recovery or settlement of this penalty shall not affect any rights of the purchaser to claim enforcement of specific performance of the contract, compensation and/or to terminate the contract.

16. 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 BHEL shall, however, not absolve the vendor of the responsibility of his obligations under the Contract.

17. Transfer of Ownership, title and Risk :-

The risk for the delivery remains with the Seller until the goods are delivered at the agreed place and acknowledged by the Purchaser/his authorized representative.

18. Price, Invoicing and Payment :-

The agreed prices are fixed prices in the currency as specified in the Purchase Order. They shall include packing, forwarding, loading and carriage to the place specified by the Purchaser and are inclusive of all applicable taxes, duties etc. except for those specifically agreed between the Seller and Purchaser. Further, Seller shall indemnify and hold harmless Purchaser from all claims and liabilities, damages, penalties, injuries, claims, demands, actions, costs and expenses (including, without limitation, reasonable legal and other professional fees and expenses) arising from Seller's failure to report or pay any taxes, tariffs or duties for which Seller is responsible. The method of invoicing shall be without prejudice to the parties' agreement as to the place of performance. Indian Agent's commission if payable and so specified in the Purchase Order shall be paid in Indian Rupees, considering the SBI TT selling exchange rate prevailing on the date of Purchase Order, after successful completion of the contract. If so stipulated in the order, the Seller shall furnish, on receipt of the Purchase Order or along with order acknowledgement, the Billing break-up of prices (BBU) for approval by the Purchaser in respect of the major items / components going into the equipment. This BBU is required by the Purchaser for admitting the claims of the Seller if part shipments are contemplated and also to facilitate custom clearance after payment of applicable duties in case of imports. Purchaser shall be entitled to suspend payment for as long as required supporting documents / details remain outstanding and any consequential demurrage / wharfage shall be to the account of the Seller. Payment

does not imply in any respect whatsoever a waiver of Purchaser's right to performance of the Contract. Purchaser is entitled to set off claimable debts against claimable liabilities with the Seller by means of a set off note.

19. Contract Variations; Increase or Decrease in the Scope of Supply :-

The purchaser may vary the contracted quantities during execution, due to exigencies of project requirements with mutual consent of the seller.

20. Guarantee / Warranty :-

Wherever required, and so provided in the specifications / Purchaser Order, the Seller shall guarantee that the goods supplied shall comply with the specifications laid down, for materials, workmanship and performance. If within the guarantee period, the delivery is found to be non-compliant including those with the stipulations in Clause 12 (Quality and Condition of Delivery) of these Conditions, the Seller shall, for its own account, replace, repair, or re-execute the delivery at Purchaser's discretion when first requested to do so within two weeks or mutually agreed period, without prejudice to Purchaser's other legal rights. If the Seller continues to default on its obligations, Purchaser has the right to proceed to replace, repair or re-execute the order at the Seller's expense, with or without help from third parties. Purchaser shall notify the Seller of the exercise of this right in advance where possible. Unless otherwise specified, guarantee period shall be minimum 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. The guarantee period shall be extended by the period during which the goods are not in compliance with the stipulations in Clause 12 (Quality and Condition of Delivery). A guarantee period as described above shall apply afresh to replaced, repaired or re executed parts of a delivery. The decision of the Purchaser in regard to the Seller's liability under this clause shall be conclusive. This clause shall survive termination / completion of contract.

21. Shortages / Replacements :-

In the event of shortage on receipt of goods and / or on opening of packages at BHEL, all such shortages shall be made good within a reasonable time that BHEL may allow from such intimation and free of cost.

22. Transit Damages :-

In the event of receipt of goods in damaged condition or having found them so upon opening of packages at BHEL 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.

23. Rejection / Replacement :-

The Seller shall arrange replacement / repair under its obligation under the contract within two weeks from the date of intimation or mutually agreed period. The rejected goods shall be taken away by the Seller and replaced on DDP (Delivered duty Paid)/ FOR - BHEL Stores / designated destination basis within such period. In the event of the Seller's failure to comply, Purchaser may take appropriate action including disposal of rejections and replacements, at the cost and risk of the Seller. In case defects attributable to Seller are detected during processing of the goods at purchaser's / his subcontractor works, the Seller shall be responsible for replacement / repair of the goods as required by the Purchaser at Seller's cost. In such cases expiry of guarantee/warranty will not be applicable.

24. Cancellation / Termination of Contract and Risk Purchase :-

a. Purchaser shall have the right to completely or partially terminate the Contract by means of written notice to that effect without prejudicing its other rights and remedies, in an event of default by the Seller :-

Events of default:-

(i) The Seller fails to perform within the time specified in the Contract or any extension thereof;
(ii) The Seller defaults on one or more of the obligations or program of work as contained in the Contract.
(iii) The Seller is declared bankrupt or insolvent or is ordered to be wound up, its business has been shut down or liquidated, a substantial part of its assets have been attached, or the business has been transferred to a third party. In case of partnership firm any dissolution of partnership shall be also considered as an event of default.
(iv) Any misrepresentation or hiding of material fact if detected at a later stage
(v) The delivery is rejected after inspection or re-inspection.
(vi) Export license not granted to Seller by the concerned Government.
(vii) Incapacity of seller for any other reason to deliver or perform the contract.

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. In the event of termination, the risk and liability attached to the items already delivered but not of use to Purchaser, as determined by Purchaser, remains with the Seller. Such items shall then be at the Seller's disposal and they are to be collected or removed by the Seller. The Seller shall immediately refund any payments in respect of such items if already made by the Purchaser before the termination, and in any case not later than 30 days.

b. In the event of termination due to reasons or defaults by the Seller, the Purchaser may at his option procure from any source, on such terms and in such manner as he deems appropriate, goods not delivered or others of similar description where goods exactly complying are not readily procurable, in the opinion of the Purchaser, which opinion shall be final, at the risk and cost of the Seller and the Seller shall be liable to the Purchaser for any risks and excess cost. The cost of purchases made by the Purchaser at the risk and cost of the Seller shall be worked out after loading 10% overhead / handling charges on the cost of materials and related services procured from alternate source / s. Provided, however, that the Seller shall continue the

performance of the Contract to the extent not cancelled or terminated under the provisions of this clause. The Seller shall on no account be entitled to any gain on such re-purchases by the Purchaser.

c. Termination of the Contract, from whatever cause arising, shall be without prejudice to the rights of the parties accrued under the Contract up to the time of termination.

25. 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 wiIl 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 shall give the other party written notice, with full details as soon as possible and in any event not later than three (3) 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, Purchaser shall reserve 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. Purchaser may takeover partly processed material at a mutually agreed price.

26. Indemnification :-

Vendor is fully responsible for ensuring that all legal compliances and safety guidelines are followed in course of the contract. Notwithstanding any other clause herein to the contrary, the Seller shall indemnify, hold and save harmless, and defend, at its own expense, the Purchaser, its officials, agents, servants and employees from and against all suits, claims, demands, and liability of any nature or kind, including their costs and expenses, arising out of acts or omissions of the Seller, or the Seller's employees, officers, agents or sub-contractors, in the performance of this Contract. This provision shall extend, inter alia, to claims and liability in the nature of employee's compensation and products liability. The obligations under this clause do not lapse upon termination of this Contract.

27. Non-waiver of Defaults :-

If any individual provision of the Contract is invalid, the other provisions shall not be affected.

The failure of Purchaser,

a. To enforce any of the terms and conditions of the Contract.

Or

b. To exercise any right or privilege granted to Purchaser.

Under the Contract or under law shall not release the Seller from any of the warrantees or obligations under the Contract and shall not be construed as a waiver thereof and the same shall continue in full force and effect.

28. 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 willful 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.

29. 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).

30. Arbitration Clause :-

In case amicable settlement is not reached in the event of any dispute or difference arising out of the execution of the Contract or the respective rights and liabilities of the parties or in relation to interpretation of any provision in any manner touching upon the Contract, such dispute or difference shall (except as to any matters, the decision of which is specifically provided for therein) be referred by either party to the sole arbitration of an Arbitrator appointed by the Unit head of Electronics division of BHEL. Vendor shall have no objection even if the Arbitrator so appointed is an employee of BHEL or has ever dealt / had to deal with any matter relating to this Contract. Subject as aforesaid the provisions of the Arbitration and Conciliation Act, 1996 of India or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. It is a term of contract that the party initiating arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The venue for the arbitration shall be Bangalore, India. The award of the arbitrator shall be a speaking award and shall be final, conclusive and binding on all parties to this contract.

a. The cost of Arbitration shall be borne equally by the parties.

b. Notwithstanding the existence of any dispute or difference or any reference for the arbitration, the Seller shall proceed with and continue without hindrance the performance of the work under the Contract with due diligence and expedition in a professional manner.

31. <u>Applicable Laws and Jurisdiction of Courts :-</u>

The Contract shall be governed by the substantive laws of India. This contract shall be construed and interpreted in accordance with the laws of India and shall have exclusive jurisdiction of courts in Bangalore, Karnataka State, India.

32. <u>General Terms:</u>

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.

ANNEXURE – I

BENEFITS FOR MSE SUPPLIERS AS PER MSMED ACT 2006 AND PUBLIC PROCUREMENT POLICY 2012

MSE suppliers can avail the intended benefits only if they submit along with the offer, attested copies of either EM II certificate having deemed validity (five years from the date of issue of acknowledgement in EM II) or valid NSIC certificate or EM II certificate along with attested copy of CA certificate (Format enclosed at page 2 where deemed validity of EM II certificate of five years has 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 1 in case of two part bid). Non submission of such documents will lead to consideration of their bid at par with other bidders. No benefit shall be applicable for this enquiry if any deficiency in the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer.

Certificate by Chartered Accountant on Letter Head

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

Further verified from the Books of Accounts that the investment of the company as 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 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/yy) 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

ANNEXURE-II

LIST OF INTERNATIONAL GATEWAY AIRPORTS

SCHEDULE NO	COUNTRY	CURRENCY CODE	AIRPORT
D01	UK	GBP	LONDON (HEATHROW)
D02	UK	GBP	NEW CASTLE
D03	UK	GBP	OXFORD. CHETLAM
D04	UK	GBP	BRISTOL. WELLINGBOROUGH
D05	UK	GBP	BIRMINGHAM
DO6	UK	GBP	EAST MIDLANDS
D07	UK	GBP	MANCHESTER
D08	UK	GBP	LEEDS
D09	UK	GBP	GLASGOW
D10	FRANCE	EURO	PARIS (ROISSY) & LYON
D11	SWEDEN	EURO	STOCKHOLM
D12	SWEDEN	EURO	GOTHENBERG & MALMO
D13	ITALY	EURO	ROMA, MILAN
D14	ITALY	EURO	TURIN, BOLOGNA, FLORENCE
D15	NETHERLANDS	EURO	AMSTERDAM, ROTTERDAM
D16	AUSTRIA	EURO	VIENNA, LINZ, GRAZ
D17	BELGIUM	EURO	ANTWERP, BRUSSELS
D18	DENMARK	DKK	COPENHAGEN
D19	JAPAN	JPY	TOKYO, OSAKA
D20	SINGAPORE	SGD	SINGAPORE
D21	CANADA	CAD	TORONTO
D22	CANADA	CAD	MONTREAL
D23	USA	USD	NEW YORK, BOSTON
D24	USA	USD	CHICAGO
D25	USA	USD	SAN FRANCISCO, LOS ANGELES
D26	USA	USD	ALANTA, HOUSTON
D27	GERMANY	EURO	MUNICH, KOLN, DUSSELDORF, HANNOVER, HAMBURG, STUTTGART, DAMSTADT, MANIHIEM, NURUMBERG
D28	GERMANY	EURO	FRANKFURT

D29	GERMANY	EURO	BERLIN
D30	SWITZERLAND	SFR	BASLE, ZURICH, GENEVA
D31	SPAIN	EURO	BARCELONA
D32	AUSTRALIA	AUD	SYDNEY
D33	AUSTRALIA	AUD	MELBOURNE
D34	AUSTRALIA	AUD	PERTH
D35	CZECH	EURO	PRAGUE
D36	HONG KONG	HKD	HONG KONG
D37	NEW ZELAND	NZD	AUCKLAND
D38	RUSSIA	USD	MOSCOW
D39	SOUTH KOREA	USD	KIMPO INTERNATIONAL, INCHEON
D40	FINLAND	EURO	HELSINKI
D41	ROMANIA	EURO	BUCHAREST
D42	NORWAY	EURO	OSLO
D43	IRELAND	EURO	DUBLIN
D44	ISRAEL	USD	TEL AVIV
D45	UAE	USD	DUBAI
D46	OMAN	USD	MUSCAT
D47	EGYPT	USD	CAIRO
D48	TAIWAN	USD	TAIPEI
D49	UKRAINE	USD	KIEV
D50	CHINA	USD	SHANGHAI, SHENZHEN
D51	PHILIPINES	USD	MANILA
D52	MALAYSIA	USD	KUALALUMPUR, PE NANG
D53	CYPRUS	USD	LARNACA
D54	SOUTH AFRICA	USD	JOHANNESBERG, DURBAN
D55	SLOVAKIA	EURO	BARTISLOVA
D56	SAUDI ARABIA	SAR	RIYADH
D57	TURKEY	EURO	ISTANBUL
D58	THAILAND	USD	BANGKOK
D59	BRAZIL	USD	SAO PAULO, RIO DE JANEIRO

ANNEXURE-III

LIST OF CONSORTIUM BANKS

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

	Nationalized Banks		**Nationalized 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 Hong Kong and Shanghai Banking Corporation Ltd. (HSBC)
8	Indian Overseas Bank	24	Standard Chartered Bank
9	Oriental Bank of Commerce	25	The Royal Bank of Scotland N.V.
10	Punjab National Bank	26	J P Morgan
11	Punjab & Sindh Bank		**Private Banks**
12	State Bank of India	27	Axis Bank
13	State Bank of Hyderabad	28	The Federal Bank Limited
14	Syndicate Bank	29	HDFC Bank
15	State Bank of Travancore	30	Kotak Mahindra Bank Ltd
16	UCO Bank	31	ICICI Bank
17	Union Bank of India	32	IndusInd Bank
18	United Bank of India	33	Yes Bank

Note:

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

ANNEXURE IV

BANK GUARANTEE FOR SECURITY DEPOSIT (PROFORMA)

In consideration of the Bharat Heavy Electricals Limited, having its registered office at BHEL House, Siri Fort, New Delhi – 110 049 the concerned division being (indicate name of the concerned division of BHEL) (hereinafter called BHEL).

having agreed to exempt ……. (hereinafter called "the said Contractor(s)" from the

demand, under terms and conditions of agreement dated ……. made between BHEL and ……. for…… (hereinafter called "the said Agreement) of security deposit for the due fulfillment by said contractors of the terms and condition contained in the said agreement, on production of bank guarantee for Rs. ……

(Rupees …….. only)

We …… (hereinafter referred to as "the Bank") at the request of (indicate the name of

Bank)

contractor(s) do hereby undertake to pay to BHEL an amount not exceeding Rs…… against any loss or damage caused to or suffered or would be caused to or suffered by BHEL, by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said Agreement.

2. We …… do hereby undertake to pay the

(indicate the name of Bank)

amounts due and payable under this guarantee without any demur, merely on a demand from BHEL stating that the amount claimed is due by way of loss or damage caused to or would to or suffered by BHEL by reason of breach by the said contractor(s0 of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, out liability under this guarantee shall be restricted to an amount not exceeding Rs……

3. We ……undertake to pay to BHEL any money so demanded not withstanding

(indicate the name of Bank)

any dispute or disputes raised by contractor (s) supplier(s) in any suit or processing pending before any court or tribunal relating thereto our liability under these presents being absolute and unequivocal. The payment so made by under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. ……. further agree that the guarantee herein (indicate the name of Bank) contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and the it shall continue to be enforceable till all the dues of BHEL under or by virtue of the said Agreement have been fully paid and its Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee unless a demand or claim under this guarantee is made on us in writing on or before …… we shall be discharged form all liability under this guarantee thereafter.

i. We ……further agree with BHEL that BHEL 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 Agreement or to extend tim of performance by the said contractor(s) from time to time or to postpone any time or from time to time any of the powers exercisable by the BHEL against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, of extension being granted to the said Contractor(s) or for any forbearance, act, or commission on the part of BHEL or any indulgence BHEL to the said Conference(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for its provisions, have effect of so relieving us.

ii. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)

/ Supplier(s)

iii. We …… lastly undertake not to revoke this

(indicate the name of Bank)

guarantee during its currency except with the previous consent of BHEL in writing.

iv. The address of BHEL of services, correspondence in respect of matters relating to this guarantee shall be :

ADDRESS OF THE CONCERNED DIVISION OF BHEL.

Address of the Bank in full

Dated the …… Day of …… Pin

Code :

Telegraphic Code :

For

(Indicate the name of the Bank)

Telex No:

Fax No.: Witness:

1.

2.

ANNEXURE- V

GUIDELINES FOR REVERSE AUCTION PROCEDURE

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

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

Business Rules for Reverse Auction

This has reference to tender no ***{tender number….date***…}. BHEL shall finalize the Rates for the supply of {*item name}* through Reverse Auction mode. BHEL has made arrangement with M/s. {*Service provider},* who shall be BHEL‟s authorized service provider for the same. Bidders should please go through the guidelines given below and submit acceptance of the same.
The technical & commercial terms are as per (a) BHEL Tender Enq. No. {…} dated {...}, (b) Bidders‟ technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. Schedule for reverse auction: The Reverse Auction is tentatively scheduled on {*date}:*
- **Online Sealed Bid:-**
- *{Start Time:*
- *Close Time: }*
- **Online Reverse Auction:-**
- *{Start Time:*
- *Close Time:}*

2. Auction extension time: If a bidder places a bid in the last {…} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction‟s duration shall get extended automatically for another {…} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {…} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {…} minutes. In case, there is no bid in the last {…} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.
The above process will continue till completion of Reverse Auction.
Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes from the initial closing time of Online Reverse Auction.

3. Bid price: The Bidder has to quote the F.O.R. destination Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of Landed cost.
Note: For the consideration of L1 bidder, the bid value shall be reduced by loading amount, if applicable.

4. Bidding currency and unit of measurement: Bidding will be conducted in {*Indian Rupees* per *Unit*} of the material as per the specifications {...}
In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered for conversion in Indian Rupees.

5. Validity of bids: Price shall be valid for {… *days}* from the date of reverse auction. These shall not be subjected to any change whatsoever.

6. Lowest bid of a bidder: In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder‟s final offer to execute the work.

7. Post auction procedure: BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

8. Procedure of Reverse Auctioning :
i. **Online Sealed Bid:** This duration of online sealed bid will be *{…}* minutes. All bidders to submit their online sealed bids during this period.

ii. **Online Reverse Auction**: The „opening price‟ i.e. start price for RA and „bid decrement‟ will be decided by BHEL.
iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

9. If no bid is received in the auction system/ website within the specified time duration of the online RA, then BHEL will scrap the online reverse auction process and proceed with the conventional mode of tendering (opening of the envelope sealed bids earlier submitted by the bidders).
In cases where no bidder accepts the start price, the RA may be treated as failed and sealed envelope price bids of all the techno-commercially qualified bidders shall be opened and the tender processed accordingly. Wherever the techno-commercially acceptable bidder(s) had agreed to participate in the RA and had failed to submit the online sealed bid, the envelope sealed bids of such bidder(s) shall not be entertained.
Wherever, the evaluation is done for individual items of the package, and no bid is received for some of the item(s), RA will be considered as failed for these item(s), re-reverse auction/ retendering will be conducted for these items.

10. Only those bidders who have submitted the „online sealed bid‟ within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

11. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders.

12. Computerized reverse auction shall be conducted by BHEL (through M/s {*Service Provider}*), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.
During the RA if a bidder is not able to bid and requests for extension of time by fax/ e-mail/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.
Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders‟ responsibility/ decision to send fax communication immediately to M/s. {*Service provider}*, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price on line so that the service provider will up load that price on line on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be up loaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. {*Service provider*} is responsible for such eventualities.

13. Proxy bids: Proxy bidding feature is a pro-bidder feature to safe guard the bidder‟s interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.
The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.
Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.
In case of more than one proxy bid, the system shall bid till it crosses the threshold value of „each lowest proxy bid‟ and thereafter allow the competition to decide the final L1 price.
Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

14. Bidders are advised to get fully trained and clear all their doubts such as refreshing of Screen, quantity being auctioned, tender value being auctioned etc.

15. M/s. {*Service provider}*, shall arrange to demonstrate/ train the bidder or bidder‟s nominated person(s), without any cost to bidders. M/s. {*Service provider}*, shall also explain the bidders, all the rules related to the Reverse Auction/ Business Rules Document to be adopted along with bid manual. Bidders are required to give their compliance on it before start of bid process.

16. Successful bidder shall be required to submit the final prices, quoted during the Online Reverse Auction in A*nnexure - VII* after the completion of auction to M/s. *Service provider* besides BHEL, duly signed and stamped as token of acceptance without any new condition other than those already agreed to before start of auction.

17. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines in vogue.

18. Bidders‟ bid will be taken as an offer to execute the work/ supplies the item as per enquiry no. *{…}* dt. *{…}*. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder‟s final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines in vogue.

19. Bidders shall be assigned a **Unique User Name** & **Password** by BHEL or M/s. *{Service provider}. Bidders* are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from BHEL/ M/s. {*Service provider}* to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders‟ company.

20. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:
a. Leading (Running Lowest) Bid in the Auction (only total price of package)
b. Bid Placed by the bidder
c. Start Price
d. Decrement value

21. After receipt of the system report from the Service Provider after completion of the Online Reverse Auction, BHEL will decide upon the winner. BHEL‟s decision on award of contract shall be final and binding on all the Bidders.

22. BHEL reserves the right to cancel the Reverse Auction process/ tender at any time, before ordering, without assigning any reason.

23. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

24. Other terms and conditions shall be as per bidder‟s techno-commercial offers and other correspondences, if any, till date.

25. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance Form as per *Pg.6 of Annexure V*

26. BHEL can decide to extend, reschedule or cancel any Auction with prior intimation to all bidders.

27. If there is any clash between this business document and the FAQ available, if any, in the web site of M/s. {*Service provider}* the terms& conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before faxing)

To
- M/s. {*Service provider*
- *Postal address}*

Sub: Agreement to the Process related Terms and Conditions
Dear Sir,
This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{……} dt. {…….}
This letter is to confirm that:

1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.

2) We have studied the Reverse Auction Terms & Conditions and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.

3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.

4) We also confirm that, in case we become L1 bidder, we will email/ fax the price confirmation & break up of our quoted price (including that of line items) as per *pg.7 of Annexure- V* within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {*Service provider.}*

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name –
Company / Organization
Designation within Company / Organization
Address of Company / Organization

- Sign this document and Fax it to M/s ***{****Service provider}* at *{……..}* prior to start of the Event.

- Attach a signed copy of the RFQ document along with the Agreement Form/ Process Compliance form and
d/s{*Service provider}*

RA price confirmation and breakup

To

- **M/s.** *Service provider*
- *Postal address*

CC: M/s BHEL
{Unit-
Address-}
Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs.{_____} for item covered under tender enquiry No. {...} dt.{…}

Total price of the items covered under above cited enquiries is inclusive of {*Packing & forwarding, E.D., C.S.T., freight and insurance charges upto {……} District,{……..} State and Type Test Charges etc., (exclusive of service tax)*, *other as per NIT*} as our final landed prices as quoted during the Reverse Auction conducted today {*date*} which will be valid for a period of {_____} days.

The price break-up including that of line items is as given below.

Total - Rs.

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _____

Name:
Company:
Date:
Seal:

ANNEXURE- VI

EXTRACT FROM "MANUAL ON POLICIES & PROCEDURES FOR PURCHASE OF GOODS"

11.2.3. Non-conformities between the figures and words of the quoted prices:

Sometimes, non-conformities/errors are also observed between the quoted prices in figures and that in words. The same is to be taken care of as indicated below:

(a) If, in the price structure quoted for the required goods, 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.

If there is such discrepancy in an offer, the same is to be conveyed to the tenderer with target date on the above lines and if the tenderer does not agree to the observation of the purchaser, the tender is liable to be ignored.

ANNEXURE – VII

PURCHASE PREFERENCE FOR MSE VENDORS:

a. 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

b. The MSE vendor matches the L1 price

c. L1 price is from a non MSE vendor

d. L1 price will be offered to the nearest vendor nearest to L1 in terms of price ranking (L2 - nearest to L1). In case of non-acceptance by the MSE vendor (L2) next ranking vendor will be offered who is within the L1 + 15% band (if L3 is also within 15% band).

e. 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.

ANNEXURE – VIII
REQUEST FOR C FORM

NAME OF VENDOR :-										
VENDOR CODE ALLOTED BY BHEL :-										
BHEL PONO	NVOICE N	INVOICE DATE	INVOICE AMOUNT	SUPPLY FROM - STATE	SUPPLY TO - STATE	CST TIN NUMBER FOR THE SUPPLY	INVOICE AMOUNT BAISC+ED+CST ONLY	C FORM QTR	YEAR	SUPPLY TO BHEL EDN / SITE

ANNEXURE – IX

LIST OF DOCUMENTS TO BE SUBMITTED DURING DESPATCH OF GOODS :-

Seller shall arrange to send the following documents to the Purchaser, immediately on dispatch of goods: Any addition / exclusion to such documents shall be as specified in the Purchase Order.

For despatches from within India :-

To be sent with the material			To be sent to purchase executive		
1	Delivery challan	(1 copy)	1	Commercial invoice	(1 original +1 extra copy)
2	Excise gate pass (if excise duty is applicable) duplicate for transporter	(1 copy)	2	Excise gate pass (if excise duty is applicable) original for buyer	(1 copy)
3	Transporters docket if received through transporter	(1 copy)	3	Inspection report / Test report Test certificate (if called for in the PO)	(1 copy)
4	Inspection report / Test report Test certificate (if called for in the PO)	(1 copy)	4	Warranty certificate(if called for in the PO)	(1 copy)

For despatches from outside India :-

To be given to BHEL Freight Forwarder	To be submitted to bank
Invoice & Packing list	Set of documents as per PO / LC

For high sea sales (HSS) :-

01	Original Invoice in Indian Rupees : three copies
02	Original High sea sales agreement on Rs. 200/ - stamp paper (notorised) with two Xerox copies
03	Original Cargo Arrival Notice : with two copies
04	Original Invoice in Foreign Currency : with two copies
05	Original packing list : two copies
06	Original AWB copy (duly endorsed) : two copies
07	Original letter to Customs Officer - either Mumbai or Bangalore (depending on the airport of destination) : with one copy
08	Original Letter to OCTROI Officer : with one copy
09	Original Delivery Order copy from the freight forwarder : with one copy

ANNEXURE – X

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 swift Code(applicable for EFT only)	
8	Bank IFSC code(applicable for RTGS)	
9	Bank IFSC code(applicable for NEFT)	

A I hereby certify that the particulars given above are true, correct and complete and that I, as a representative for the above named Company, hereby authorise BHEL, EDN, Bangalore to electronically deposit payments to the designated bank account.

B If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold BHEL / transfering Bank responsible.

C This authority remains in full force until BHEL, EDN,Bangalore receives written notification requesting a change or cancellation.

D I have read the contents of the covering letter and agree to discharge the responsibility expected of me as a participant under ECS / EFT.

Date:

Authorised Signatory:
Designation: Telephone NO. with STD Code

Company Seal

Bank Certificate

We certify that_____has an Account No_____with us and we confirm that the bank details given above are correct as per our records.

Date: (……..)

Place: Signature

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

Bharath Heavy Electricals Ltd,

Attn:

Electronics Division, Mysore Road,

BANGALORE - 560 026

In case of any Query, please call : concerned Purchase Executive