

TENDER SPECIFICATION

YTPS: PUR: 202210-75

**“Supply of 200 WATT/IP 65, LED FLOOD LIGHTS WITH LENS FOR
5X800 MW BHEL YADADRI SITE”**

VOLUME – I



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
Power Sector – Southern Region

BHEL Site Office
5x800MW Yadadri TPS
Damarcherla (M), Nalgonda (D)
PIN – 508355
Telangana

2022

NOTICE INVITING TENDER

Bharat Heavy Electricals
Limited



NOTICE INVITING TENDER (NIT)

To,

The Bidders

Sub: NOTICE INVITING TENDER

Sealed offers in two-part bid system {National competitive bidding (NCB)} are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-B) for the subject ITEM by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document.

Following points relevant to the tender may please be noted and complied with Salient Features of NIT

1.0

-	ISSUE	DESCRIPTION	
i	TENDER NUMBER	<i>YTPS: PUR: 202210-75</i>	
ii	BROAD SCOPE OF JOB	<i>Supply of 200 WATT/ IP 65 LED FLOOD LIGHTS WITH LENS FOR 5X800 MW BHEL YADADRI SITE</i>	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	<i>Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc.</i>	Applicable
b	Volume-IB	General Conditions of Contract (GCC) modified	Applicable
c	Volume-II	<i>Price Schedule (Absolute value).</i>	Applicable
iv	ISSUE OF TENDER DOCUMENTS	<i>Tender documents will be sent through E-mail</i>	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<i>Date - 13/10/2022, Time - 15:00 Hrs</i> <i>Bid shall be submitted through E-mail only.</i>	Applicable
vi	OPENING OF TENDER	<i>Date : 13/10/2022, , Time - 15:30 Hrs</i>	Applicable
vii	EMD AMOUNT	-	Not Applicable
viii	COST OF TENDER	-	Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION		Not Applicable

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x	SCHEDULE OF Pre Bid Discussion (PBD)	-	Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	-	Not Applicable
xii	Latest updates	<i>Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be issued through E-mail only. Bidders to keep themselves updated with all such information.</i>	Applicable
xiii	Reverse Auction	<i>Relevant documents attached</i>	Applicable
xiv	PQR	<i>Relevant documents attached</i>	Applicable

- 2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid shall not be entertained. Unsolicited discounts received after opening of techno-commercial bids shall not be considered for evaluation.**
- 3.0 **Procedure for Submission of Tenders:** This is a tender floated through E-mail. The bidder should respond by submitting their offer through E-mail only at following E-mail IDs. Offers are invited in two-part bid.
- (i) tender.yadadri@bhel.in
- (ii) manojkr@bhel.in

Documents Comprising in the Tender:

The tender shall be submitted through E-mail only as mentioned below:

I. Technical Tender (UN priced Tender):

All Technical details should be attached in e-mail module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- "No Deviation Certificate" as their acceptance to all terms and conditions of the tender.
- 'Volume -IA-Technical Bid' duly signed by authorized representative.
- 'Volume -IB GCC' duly signed by authorized representative.
- Techno-Commercial Compliance cum Checklist (Part of Volume-IA)
- Copy of PAN and GST registration.

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NOTICE INVITING TENDER

II. Price Bid:

- (a) Prices are to be quoted in exl sheet (attached) than convert in PDF (with password protected mode), sign and stamp and send scanned copy through e-mail.
 - (b) The price should be quoted for the accounting unit indicated in the tender document.
 - (c) **Note:** It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
 - (d) A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
 - (e) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.
- 4.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
 - 5.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
 - 6.0 Bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
 - 7.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
 - 8.0 BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
 - 9.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else, BHEL's interpretation shall prevail.
 - 10.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
 - 11.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
 - 12.0 Validity of the offer shall be for **three months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

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NOTICE INVITING TENDER

- 13.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 14.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 15.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 16.0 The language in the tender documents downloaded by the Bidders shall at no point of time be changed, altered or modified in any manner by the Tenderer. If such changes are made by any tenderer, it shall be considered as tampering with BHEL's terms and the offer shall be summarily rejected, whenever it is noticed by BHEL. Such Bidders would be disqualified from the Bidding Process and their offers would be forfeited / Bank Guarantees invoked. They would also not be allowed to take part in future tenders of BHEL.

17.0 Order of Precedence:

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid – Volume-II
- d. Technical Conditions of Contract (TCC) - Volume-1A
- e. General Conditions of Contract (GCC) - Volume-1B

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.



for BHARAT HEAVY ELECTRICALS LTD
(SCT)

Enclosure:

- (i) Annexure-1: Techno-commercial Compliant Check-list
- (ii) Annexure-2: Check List.
- (iii) Annexure-3: Certificate by Chartered Accountant
- (iv) Annexure-4: Reverse Auction Process Compliance Form
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA Price Confirmation and Breakup
- (vii) Annexure-7: Integrity Pact –**NOT APPLICABLE**
- (viii) Annexure-8: Undertaking as per C4 of Annexure-B i.e. PQR
- (ix) Annexure-9: Declaration regarding Details of related firms and their area of activities
- (x) Annexure-10: Declaration regarding Minimum Local Content in Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s)
- (xi) Annexure-11: Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- (xii) Other Tender documents as per this NIT.

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: PUR: 202210-75

Page 7 of 16

Format-1

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub: Submission of Offer against Tender Specification No: YTPS: PUR: 202210-75

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector - Southern Region Yadadri, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract

I / We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: PUR: 202210-75

Page 8 of 16

Format-2

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER (To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

Sub: Declaration by Authorised Signatory

Ref: 1) NIT/Tender Specification No: YTPS: PUR: 202210-75
2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorised to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

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

Date:

Enclosed: Power of Attorney

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NOTICE INVITING TENDER

NO DEVIATION CERTIFICATE

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

To,

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

Dear Sir,

Sub : No Deviation Certificate

Ref :

- 1) NIT/Tender Specification No YTPS: PUR: 202210-75
- 2) All other pertinent issues till date

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

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

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

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

Thanking you,

Yours faithfully,

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

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Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
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NOTICE INVITING TENDER

Tender Specification No. - YTPS: PUR: 202210-75

Page 10 of 16

ANNEXURE – 1

<u>Techno-Commercial Compliance cum Checklist</u>		
Bidder/ Firm Name		
Bidder Address		
Single point Contact Person:		
Email Id(s):		
Mobile No.(s):		
S. No	BHEL Requirements	Supplier Acceptance/Remarks
1.	Delivery Terms	<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted
2.	Delivery period	<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted
3.	Payment terms	<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted
4.	Payment terms Loading	No Deviation Allowed
5.	Liquidity Damages (LD)	<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted
6.	Liquidity Damages Loading	No Deviation Allowed
7.	Risk Purchase	No Deviation Allowed
8.	Validity of Offer & Purchase Order	<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted
9.	Reverse Auction Terms & Conditions	<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted
10.	PAN Card Submitted	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted

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NOTICE INVITING TENDER

Tender Specification No. - YTPS: PUR: 202210-75

Page 11 of 16

11.	PAN No.	_____
12.	GST registration certificate	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
13.	GST registration No.	_____
14.	TYPE OF INDUSTRY (Micro/ Small/ Others) (Valid Documentary evidence to be furnished)	<input type="checkbox"/> Micro <input type="checkbox"/> Small <input type="checkbox"/> Others
15.	MSE (Owned by SC/ST) (Valid Documentary evidence to be furnished)	<input type="checkbox"/> MSE (Owned by SC/ST) <input type="checkbox"/> Not Applicable
16.	MSE (Owned by Women entrepreneurs) (Valid Documentary evidence to be furnished)	<input type="checkbox"/> MSE (Women entrepreneurs) <input type="checkbox"/> Not Applicable
17.	Documents in support of being MSE	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
18.	UAM No.	<input type="checkbox"/> _____ <input type="checkbox"/> Not Applicable
19.	No Deviation Certificate attached (with required compliance)	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
20.	Acceptance of Terms & Conditions of 'Volume-IA Technical Bid'	<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted
21.	Acceptance of Terms & Conditions of 'Volume I-B General Conditions of Contract (GCC)'	<input type="checkbox"/> Accepted <input type="checkbox"/> Not Accepted
22.	Tax collected at source (TCS)	<input type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable
23.	Provide the Rate of GST here (in %)	
24.	Provide the HSN Code here	

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

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Website: www.bhel.com

2022

Volume-IA: TECHNICAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals
Limited



TABLE OF CONTENT

TECHNICAL SPECIFICATION

1. 200 WATT LED FLOOD LIGHTS WITH LENS
IP 65

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-I: Project Information

Tender Specification No. - YTPS: PUR: 202210-75

Page 14 of 16

1.1 Project Information:

Sl. No.	Description	Details
1	Project Title	5x800 MW Yadadri Thermal Power Station
2	Customer	Telangana State Power Generation Corporation Limited (TSGENCO)
3	Location	Site is located 7Km from the NH-565 (SH2) Veerlapalem Village, Damarcherla Mandal, Nalgonda District, Telangana State
4	Nearest Railway Station	Damarcherla about 6.5Km
5	Nearest Airport	Vijaywada about 130Km
6	Nearest Town	Miryalaguda about 30Km
7	Site Conditions	
7a	Average Min. Ambient Temperature	10°C
7b	Average Max. Ambient Temperature	47°C
7c	Annual Rainfall	600mm
7d	Mean Wind Speed	8Km/h
7e	Plant Elevation above MSL	85m

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Techno-commercial Terms and Conditions

Tender Specification No. - YTPS: PUR: 202210-75

Page 15 of 16

2.1 **Scope of Work:** Supply of LED flood lights 200 watt –IP 65 at 5x800 MW Yadadri TPS.

2.1.1 Technical Specification:

- BOQ Quantity with material description is furnished as under:

Sl. No.	Material Description	UOM	Qty.
1	200 WATT LED FLOOD LIGHTS WITH LENS, IP 65	Nos.	125

- **Inspection:** Sampling Inspection may be carried out at Yadadri site by BHEL, if required.

➤ **Material Warranty:**

Free replacement in case of notification of defect in material within a period of One year from the date of receipt of material at site. If defects observed after the delivery at site, the same shall be brought to the notice of the vendor by the BHEL site for the replacement, as the case may be, without any extra payment.

2.1.2 Commercial Terms and Conditions:

- Tender shall be submitted within scheduled date and due time (by email) shall only be considered.
- Offer must be submitted in Two-Part Bid only i.e. techno-commercial bid and price bid separately. Single bid offer shall be liable for rejection.
- Part offer shall be rejected i.e. bidder must quote for the total quantity as per Enquiry.
- **Price:** Bidder should quote the prices as specified in the Volume – II - Price Bid.
- **Validity of offer/Price:** Price submitted shall be valid for (a) 3 (three) Months from the date of opening of technical bid for the finalization of the tendering processes and (b) till the supply of full quantity of material.
- **Price Variation Clause (PVC):** Firm Price Contract (**PVC Not applicable**)
- **Delivery Terms:** Material shall be supplied by Road to the destination. The quoted price shall be including of freight charges.
- **Delivery Schedule:** Material quantities shall be delivered to destination site within 21 DAYS from date of issuance of Purchase Order.
- **Delivery Destination:**

Ship to (Consignee) and Sold to (Buyer) Address	General Manager BHEL Site Office - 5x800 MW Yadadri TPS Veeralapalem (V), Damarcherla (M) Nalgonda (D) - 508208 (Telangana) GST No. - 36AAACB4146P1ZG
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- **Transit Insurance:** Transit insurance from supplier's works/warehouse to BHEL site stores shall be arranged by supplier.

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Website: www.bhel.com

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-II: Techno-commercial Terms and Conditions

Tender Specification No. - YTPS: PUR: 202210-75

Page 16 of 16

- **Dispatch Modality:** By Road. Supplier shall supply till the destination site. Proper care should be taken so that damage is not done to material in terms of scratch, shear or any kind of indentation.
- **Rights of BHEL:** BHEL does not guarantee ordering of any specific quantity. BHEL reserves the right to negotiate or re-float the tender if the lowest offered price is not found competitive.
- **Payment Terms:**

100% payment excluding GST shall be released within 30 Days from receipt of material at consignee details provided the material is acceptable after inspection.

GST charged in the tax invoice / debit note / revised tax invoice by the supplier shall be released separately only after supplier files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the supplier and has paid the GST at the time of filing the monthly return.
- **Documents required for payment:**
 - (i) Original GST Compliant Tax Invoice
 - (ii) LR Copy, etc.
 - (iii) Day Book Entry Details/ Stores Receipt Voucher (SRV) Issued by Consignee/ BHEL Site Office
 - (iv) Copy of PAN Card
 - (v) GST Certificate (As Applicable)
 - (vi) Bank details endorsed (signed & stamped) by bank for release of payment through RTGS/EFT (format shall be made available at the time of releasing PO)
- **Liquidated Damages/Penalty for delay in supply:**

LD shall be 0.5% per week or part thereof the total value (excluding taxes) of undelivered portion of the material subject to a maximum of 10% of the total purchase order value (excluding taxes).
- **Short Closure:** BHEL may short close the contract at any stage without assigning any reasons.
- BHEL reserve the right to cancel the Contract in case of delay in delivery by vendor and failure to comply with quality requirements. BHEL also reserves the right to place the order on the other bidder who has taken part in this tender, subject to his compliance of procedures of BHEL in terms of price.

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Instruction to Bidders/Vendors

1. **PURCHASER:** Purchaser shall mean Bharat Heavy Electricals Ltd, a company registered under Indian Companies Act 1956 with registered office at BHEL House, Siri Fort New Delhi 1100049 or its authorized officers or other employees authorized to deal with the matters concerned and having regional Headquarter at BHEL PSSR, Tek Towers, No.11, Old Mahabalipuram Road, Okkiyam, Thoraipakkam, Chennai-600097.
2. **BIDDER/VENDOR:** means to those to whom enquiries have been sent for any purchase in case of Limited Tender and any bidder in case of Open Tender.
3. **SELLER:** Seller means the successful bidder who is getting the Purchase Order from BHEL.
4. The vendors shall thoroughly read all the specifications before quoting. Vendor to clarify all doubts/ discrepancies in the Tender document with the authority inviting bids for clarifications, before submission of bids.
5. The offers shall be submitted in total compliance of the Terms and Conditions and are to be submitted online before the due date. THE VALIDITY OF THE OFFER SHOULD BE FOR 90 DAYS UNLESS OTHERWISE SPECIFIED.
6. The prices shall be quoted on "F.O.R Destination" basis only unless otherwise specified. The Price shall include all Duties/Taxes as applicable. It also includes Freight and Insurance up to destination. (Consignee). If the bidders prefer to quote only the basic price, then it should be followed by the duties and taxes in percentage as applicable and freight & insurance duly specified. Offers with incomplete information / prices are liable for rejection. NO PRICE ELEMENTS SHALL BE INDICATED AS EXTRA.
7. The rates should be quoted in both words and figures. In case discrepancy found between the rates quoted in words and figures, the least of the two will be treated as valid quoted rate.
8. The basic price shall be kept firm till completion of the order and will not be subjected to variation, unless otherwise agreed upon specifically. However statutory variations on Taxes and Duties on the rates prevailing at the time of delivery shall be applicable.
9. Payment will be effected only after receipt of total quantity of materials as per PO at the destination within the delivery date stipulated unless otherwise specifically agreed in the Purchase Order.
10. No revision of prices whatsoever will be entertained /accepted after the Tender is opened.
11. In case of Tender for supply from abroad involving payment of foreign exchange, the price quoted should separately indicate the foreign exchange components involved and the extent of payment acceptable in Indian currency. The exchange rate variation is not admitted unless otherwise specifically agreed/mentioned in the enquiry. In such cases, the Tenderer also should give the following details without fail.
 - a) F.O.B price

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GENERAL CONDITIONS OF CONTRACT (GCC)

Tender Specification No. - YTPS: PUR: 202210-75

Page 2 of 7

- b) Ocean freight/ insurance
 - c) Air freight/insurance
 - d) Ext gross weight of consignment
 - e) Indian agency commission payable in Indian rupees as applicable
12. "NO DEVIATION CERTIFICATE" has to be submitted along with the Technical bid conforming to the terms and conditions of the enquiry.
13. **LATE TENDERS/BIDS:** The offers received after Tender opening due date will be liable for rejection and shall not be considered.
14. Products with ISI certificates are preferred.
15. Manufacturer's name, Trade mark or patent number if any, should be clearly specified. Illustrative leaflets giving technical particulars/parameters are to be enclosed to the offers along with list of customers / their purchase orders to whom similar product had been supplied, in the past three years.
16. SSI/NSIC Registered units must highlight the status indicating registration number in their offer without fail for availing MSME benefits.
17. In case of Limited Tender, if the bidder is not interested in /not in a position to quote for this enquiry, the same should be communicated before due date of the Tender submission for consideration in subsequent enquiries.
18. In case of participation by the authorized distributors/dealers on behalf of the vendor, the copy of the legal arrangements/Terms and Conditions agreed between the parties (duly made in stamped paper) should be submitted. Due intimation in advance shall be given on or before the due date for consideration of such offers. The total responsibility for performance of the work/purchase as per specifications will be with the authorized vendor.
19. **QUOTATIONS:** All documentation and correspondence regarding the Contract/Purchase shall be in English language and international numerals only. The rates quoted shall be in figures as well as in words. In case of difference between the words and figures, the least of the two will be treated as valid quoted rate. All entries shall be either be typed or to be written in ink. Erasers and over writing is not permitted and may render such bids be liable for rejection. All the cancellations and insertions shall be duly attested by the bidder. Please refer the conditions in case of Tender for supply from abroad involving payment of foreign exchange (Clause no 11).
20. **SAMPLES:** sample should be submitted along with the offer, if asked for.
21. **INSPECTION & ACCEPTANCE OF GOODS:** It is subject to BHEL inspection at supplier's works before dispatch or on receipt at destination as the case may be, as per the agreed/approved Quality plan. Final / stage inspection will be carried out at the destination/ supplier's works by the authorized inspection official in line with agreed quality plan. Wherever preliminary or stage inspection is to be carried out at supplier's works, the same is subject to final acceptance after receipt of the material at the destination and the decision of the Purchaser shall be final. The property of

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GENERAL CONDITIONS OF CONTRACT (GCC)

Tender Specification No. - YTPS: PUR: 202210-75

Page 3 of 7

goods shall not pass until final acceptance by the purchaser. In case of delay in inspection process for reasons attributable to the seller, the financial loss /liability sustained by the purchaser shall be borne by the supplier. Since delivery period includes the time for pre dispatch inspection by BHEL, the supplier shall intimate the readiness of material for inspection well in advance to expedite the inspection process and to enable the supplier effect delivery in time.

22. **QUALITY PLAN:** BHEL may give the quality plan of their own else may request the vendor to submit the quality plan along with the offer, as applicable, for approval by BHEL. (please refer specifications) The quality plan is expected to cover generally specification of the items, stage inspections to be carried out, guarantee/warranty /test certificates/inspection reports, sampling plan as per IS. BHEL will also identify the inspection agency including the customer, as applicable. The bidder/vendor shall furnish the details of the inspection facilities available with him in the quality plan, as applicable. The Quality Plan will be finalized before proceeding with execution of PO. The vendor is requested to ensure completion of QP in all aspects before proceeding with PO. The vendor should provide calibrated instruments etc for carrying out the inspection as per the quality plan.

23. **REJECTION:** The seller shall intimate the purchaser in writing within 15 days after receipt of rejection advice regarding the disposal of rejected material and action plan for replacement. If no information is received within this time, the purchaser shall be at liberty to return the material at the cost of risk of the seller after recovering the cost if any, including inward freight and other incidental charges incurred. The purchaser will not be responsible for the rejected material thereafter and no claim will rest on them.

24. **PACKING, MARKING & FORWARDING:**

PACKING: the supplier shall arrange for secure protective packing of the goods suitable for tropical conditions to avoid loss, damage or atmosphere action during transit by road/train/air. The packing standard shall comply with relevant national standards, where available, carriers' conditions of packing or established trade practice. The seller shall be liable to replace the material or reimburse the value of the loss notwithstanding whether insurance is arranged by him or not. The packing materials and cases and packing charges are included in the quoted price unless otherwise agreed.

MARKING: The following marking shall be made on each package in BLACK BOLD CAPITAL LETTER: (A) BHEL PSSR, (B) CONSIGNOR/CONSIGNEE DETAILS & (C) DIMENSION/WEIGHT

The above marking should be stencilled or written in bold letters on the package. Should the packages be too small, suitable cards/metal tags giving these details may be tagged or nailed. Copy of the packing slip should be kept in each package without fail.

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Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
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GENERAL CONDITIONS OF CONTRACT (GCC)

Tender Specification No. - YTPS: PUR: 202210-75

Page 4 of 7

DESPATCH INTIMATION: Immediately after dispatch, the Seller shall intimate Head/Purchase BHEL PSSR Yadadri the details of the items dispatched, quantity, order reference, LR/RR No and date by telegram/fax/e-mail.

25. **TERMS OF PAYMENT:** Payment shall be made as per the following terms unless otherwise specified.

- Where only supply is involved, 100% payment will be made within 30 days of satisfactory receipt of materials and on submission of Performance Bank Guarantee valid till completion of Guarantee Period and against submission of Store receipt voucher (SRV)/FARV (fixed asset acceptance receipt voucher)/MRV (material receipt voucher). These vouchers are issued by the consignee only.
- Where installation and commissioning is involved, 90% payment will be released within 30 days of satisfactory receipt of materials and acknowledgement (as per SRV/FARV/MRV) and balance 10% will be paid after successful installation and commissioning and on submission of Bank Guarantee for the 10% value valid up to the guarantee period agreed between BHEL and the Vendor.

26. **SECURITY DEPOSIT:** Where required, Security deposit or Bank guarantee shall be submitted for a sum equal to 5% of the total value of the order on receipt of confirmed purchase order from BHEL. (please refer specifications for applicability)

27. **LIQUIDATED DAMAGES & RISK PURCHASE:** Seller is to understand that "Time is the essence of the contract". Hence the delivery of the goods as mutually agreed, specified in the purchase order should be adhered to within the time mentioned. Where the seller supplies/dispatches the materials beyond the delivery date, as specified in the order, the Purchaser will have no obligations to accept the goods.

In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the

Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice.

Based on delivery conditions, following LD clauses shall be operated.

- a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
- b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value.
- c) In case of any amendment/revision, the LD shall be linked to the amended/ revised PO value.

In addition to the above, in case the vendor shall fail to complete the supply of the any of the materials within the specified time (either partially or fully), it shall be lawful

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Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
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GENERAL CONDITIONS OF CONTRACT (GCC)

Tender Specification No. - YTPS: PUR: 202210-75

Page 5 of 7

for BHEL PSSR Yadadri, to procure the same at the risk and cost of the supplier. In such event it will be obligatory on the part of the supplier to pay the additional expenditure incurred to BHEL PSSR for any loss due to such risk purchases.

28. **INSURANCE:** Wherever delivery terms quoted for "F.O.R. Destination" basis specifically agreed to and directed, the supplier shall insure at his cost the goods for all transit risks including 30 days' storage risks from the date of delivery of goods at the final destination. In other cases, supplier must furnish of dispatch of each consignment immediately after dispatch. Failure to do this will make the supplier responsible for making good any loss which might have been recovered from the under-writers.
29. **SUBCONTRACTING:** This order or any part thereof shall not be subcontracted without the consent of the Purchaser. The total responsibility for the supply and performance of purchased items, as per guarantee rests with the seller, even if BHEL accepts the above arrangement.
30. **METRIC SYSTEM:** Seller shall indicate all the measurements only in Metric system.
31. **INDEMNITY:** Seller shall indemnify the Purchaser against any claim due to breach of patent, trademark, negligence, defective material, or injury to seller or his agent
32. **GUARANTEE & WARANTEE:**
- The items purchased are to be guaranteed for satisfactory performance for a period of 12 months from the date of commissioning i.e. put into use or for 18 months from the date of dispatch, whichever is earlier unless otherwise specified.
 - If any defect is noticed during the above period, the same shall be replaced free of cost on FOR destination basis within a reasonable time. The time for replacement based on the component and urgency will be intimated by BHEL and the vendor should replace the items.
 - To this effect Guarantee / manufacturer's test certificate shall be furnished along with the original documents.
33. Three sets of Operation & maintenance manuals/ technical literature, drawings etc. are to be supplied free of charges along with the items being procured.
34. **DISPUTES, ARBITRATION & JURISDICTION:**
- All disputes between the Purchaser and the seller arising out of this transaction, other than those for which decision of the BHEL is final, shall after written notice by either part to the PO to other party by referred to sole arbitration of Executive Director or his nominee.
 - The Arbitrations shall be conducted in accordance with provisions of Arbitration and Conciliations Act 1996. The Purchase will be governed by the law for the time being in force in the Republic of India.

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Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
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GENERAL CONDITIONS OF CONTRACT (GCC)

Tender Specification No. - YTPS: PUR: 202210-75

Page 6 of 7

- The civil court having ordinary original Jurisdiction at Chennai, Tamilnadu alone have exclusive jurisdiction in regard to all claims in respect of this transaction/ purchase. No other civil Court have jurisdiction in case of dispute, of this contract.
35. **GENERAL:** All other conditions which might have been quoted by the Seller and are in contravention to the terms prescribed in the order and which have not been specifically accepted in writing by the Purchaser will not be applicable to this order. The Seller should intimate the Consignee in writing regarding the readiness of material, in cases where Purchaser has agreed to arrange collection with a copy to Head/Purchase, BHEL PSSR Chennai.
36. ANY REFERENCE MADE HEREIN (ENQUIRY / PURCHASE ORDER) TO ANY OF THE NATIONAL/INTERNATIONAL STANDARDS IMPLIES IT'S LATEST EDITION.
37. THE VENDORS SHOULD SUBMIT GUARANTEE, SOUNDNESS & BONAFIDE CERIFICATES WHILE SUPPLYING THE ITEMS.
38. The purchaser reserves the right to cancel or split-up the Tender /offer and place order for individual items with different vendors with varying quantities in line with the enquiries.
39. **FORCE MAJEURE:** the following shall amount to force majeure – Acts of God, Acts of government, war, sabotage, riots, civil commotion, police action, revolution, flood, fire, cyclone, earthquake, epidemic and other similar causes over which the vendor is not having any control. If the vendor suffers delay in fulfilling the obligations due to force majeure, as defined above, BHEL will grant only delivery time extension, by a period of time equal to the period of delay provided that on the occurrence of any such contingency, the vendor shall immediately report to BHEL in writing the causes of delay. The vendor is not eligible for any other compensation.
40. **TENDER CONDITIONS FOR MSE SUPPLIER:**
- MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either EM II certificate having deemed validity (Two years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or EM /I certificate along with CA certificate (Format enclosed as per Annexure - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of EM II is over. Date to be reckoned for determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".
- BHEL shall consider any new supplier as MSE vendor provided anyone of the following documents are submitted along with their offer/application
- a) Valid NISC certificate

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Registered Office: BHEL House, Siri Fort, New Delhi – 110 049, India
Website: www.bhel.com

GENERAL CONDITIONS OF CONTRACT (GCC)

Tender Specification No. - YTPS: PUR: 202210-75

Page 7 of 7

- b) Entrepreneurs memorandum Part II (EM II) valid based on deemed validity of 5 years)
- c) Valid EM II certificate along with attested copy of CA certificate as per prescribed format Annexure -1 applicable for the relevant financial year (latest audited), where the deemed validity of EM II is over However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of Tender evaluation.
- d) MSEs are exempted from payment of earnest money (EMD) in addition to free issuance of Tender Documents

Payment Terms: Payment shall be made to Successful Bidders (MSEs) within 45 days from receipt of clear invoice.

BHEL shall take decision on Purchase Preference to MSEs as follows:

- a) In tender, participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be followed to supply a portion of requirement by bringing down their price to L1 price

in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprise shall be allowed to supply up to 20% of total tendered value.
- b) In case of more than one such Micro and Small Enterprise, the supply shall be shared proportionately (to tendered quantity).
- c) In case of tender item is non-splitable or non-dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.

BHEL shall take decision on Relaxation of norms for Startups MSEs:

- a) Start-ups MSEs are relaxed to condition of prior turnover and prior experience subject to meeting of quality and technical specifications in accordance with the relevant provisions of GFR,2005. However, BHEL may not relax the Start-up MSEs, where there is procurement of items related to safety, health, critical security operations and equipment's etc.,

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TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 1 of 15

Annexure-A

1.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined in Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (III) above will be as under:
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

 - a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 2 of 15

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4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- Note:
- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Annexure-11.
 - (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.
- 2.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.
- All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening. (Clause applicable in case of Paper Bid only.)
- 3.0 In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.
- In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).
- Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.
- 4.0 The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 3 of 15

ANNEXURE – B

PRE-QUALIFYING REQUIREMENTS (PQR)

JOB	SUPPLY OF 200 WATT LED FLOOD LIGHTS WITH LENS
TENDER NO	YTPS: SCT: 202210-75

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	NOT Applicable	█
B	Technical B.1: Bidder should have executed procurement of high mast soars for any one of the following in last seven years from the latest date of bid submission: B.1.1: One (1) work of value not less than Rs.3.91 Lakhs. Or B.1.2: Two (2) works each of value not less than Rs. 2.45 Lakhs. Or B.1.3: Three (3) works each of value not less than Rs.1.96 Lakhs.	Applicable	
C-1	Financial	NOT Applicable	█
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	NOT Applicable	█
C-3	PROFIT Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	NOT Applicable	█

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 4 of 15

C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.	NOT Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT (if applicable)	NOT Applicable	-
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	NOT Applicable	-
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not Applicable	-
<p><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></p> <ol style="list-style-type: none"> For evaluation of PQR, in case of bidder alone does not meet the pre-qualifying technical criteria B.1 above, bidder may utilize the experience of its parent / subsidiary company along with its own experience, subject to following: <ol style="list-style-type: none"> The parent company shall have a controlling stack of $\geq 50\%$ in the subsidiary company (as per Format-1). The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit (SD) equivalent to 1% of the total contract value. The parent /subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2). In case bidder is submitting bid as a consortium partner, option of utilizing experience of parent / subsidiary company can be availed by prime bidder only. Parent Company/Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder'. "Completion date for achievement of the technical criteria should be in the last seven years ending on the 'latest date of Bid Submission' of tender irrespective of date of the start of work. Completion date shall be reckoned from the "FY quarter of bid submission". (for e.g. - Work completed on 01.01.2014 shall be considered even if the latest date of bid submission is 20.03.2021)". 'EXECUTED' means the bidder should have achieved the criteria specified in the Technical criteria of PQR (as in 'B' above) even if the Contract has not been completed or closed. Not Applicable. Consortium is not permitted for this tender. However, after successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders. Wherever the credential submitted for satisfying the Technical PQR is from direct order of BHEL, bidders to ensure that relevant certificate issued by respective contracting department of BHEL is provided as part of the offer. Certificates can be obtained from BHEL by submitting request through online portal i.e. https://siddhi.bhel.in. <p>Evaluation of financial PQR:</p> <ol style="list-style-type: none"> Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above along with all annexures. In case audited financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years i.e. total divided by three. If Financial Statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant. C-2: - NETWORTH: Shall be calculated based on the latest Audited Accounts as furnished for C-1 above. Net worth = Paid up share capital + Reserves. (Net worth is required to be evaluated in case of companies). C-3: - PROFIT: shall be NET profit (PBT) earned during any one of the three financial years as in C-1 above. 			

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 5 of 15

12. In case, where BHEL has awarded a particular work to Main Vendor and the Main Vendor in turn has awarded, the work awarded by BHEL in part / full to a sub vendor (known as bidder); and the bidder has now quoted to BHEL for the said tender floated by BHEL, citing the above work as a pre-qualification experience.

In such situation as above, the following documents shall be scrutinized by BHEL before qualifying the bidder.

- i) Work Order from BHEL's main vendor in the name of bidder, indicating scope of work, Order value & Completion period.
- ii) Completion certificate issued by BHEL's main vendor, indicating the Scope, Duration of work & Quantum of work completed.
- iii) Copy of BHEL letter according permission by BHEL to sublet the work from BHEL's Main vendor to bidder.
- iv) TDS certificate and any one of the documents in the name of bidder for the plant, like Labour license / BOCW registration / Workmen compensation insurance / Gate Pass for material or for T&P and Gate Pass for labour / any other relevant documentary evidence.

The bidder shall be disqualified if any one of the above points (i to iv) are not satisfied.

Explanatory Notes for QR 'B1'

- For QR 'B1' above, actual executed value shall be considered.
- For QR 'B1' above, Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-

$$P = \left\{ R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0} \right\}$$

Where;

P = Updated value of work

R = Value of executed work

X_N = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

X₀ = All India Avg. Consumer Price index for industrial workers for last month of work execution.

Y_N = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).

Y₀ = Monthly Whole Sale Price Index for All Commodities for last month of work execution.

- Relevant documents, meeting above requirements at C & D, shall be submitted by bidders.
- The evaluation currency for this tender shall be INR.

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 6 of 15

ANNEXURE - 2

CHECK LIST

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

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date: Bank: Amount: <u>Please tick (√) whichever applicable:-</u> ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR THREE MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-I) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	NOT Applicable	-
8	Copy of PAN Card	Applicable	YES / NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable	YES / NO
10	Integrity Pact	NOT Applicable	-
11	Offer Forwarding Letter (as per Form-F01 of Forms & Procedure)	Applicable	YES / NO

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 7 of 15

12	Declaration by Authorized Signatory (as per Form-F02 of Forms & Procedure)	Applicable	YES / NO
13	No Deviation Certificate (as per Form-F03 of Forms & Procedure)	Applicable	YES / NO
14	Declaration confirming knowledge about Site Conditions (as per Form-F04 of Forms & Procedure)	Applicable	YES / NO
15	Declaration for relation in BHEL (as per Form-F05 of Forms & Procedure)	Applicable	YES / NO
16	Non-Disclosure Certificate (as per Form-F06 of Forms & Procedure)	Applicable	YES / NO
17	Bank Account Details for E-Payment (as per Form-F07 of Forms & Procedure)	Applicable	YES / NO
18	Capacity Evaluation of Bidder for current Tender	NOT Applicable	-
19	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	-
20	Power of Attorney for Submission of Tender/ Signing Contract Agreement (as per Form-F25 of Forms & Procedure)	Applicable	YES / NO
21	Analysis of Unit rates	NOT Applicable	-
22	Undertaking as per clause C4 of Annexure-1 to NIT i.e. PQR (as per Annexure-8 to NIT)	Applicable	YES / NO
23	Declaration regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s) (as per Annexure-10 to NIT)	Applicable	YES / NO
24	Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017 (as per Annexure-11 to NIT)	Applicable	YES / NO

NOTE:

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 8 of 15

ANNEXURE – 3

Certificate by Chartered Accountant on letter head

(applicable up to 31st Dec'2021 in line with MSME notification no. S.O. 2119 (E), dated 26th June'2020 and gazette notification no. S.O. 2347(E) dtd. 16.06.2021))

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)/ Udyam Registration Certificate No.

..... dtd:

....., Category:

(Micro/Small/Medium)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited financial year..... as per MSMED Act 2006 is as follows:

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.

S.O.1722(E) dated October 5, 2006:

Rs Lacs

2. For Service Enterprises: Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:

Rs Lacs

3. For Enterprises (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum):

Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs.

..... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

4. For Enterprises (Udyam, registered under Udyam Registration Portal): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

(Strike off whichever is not applicable)

The above investment of RsLacs is within permissible limit of Rs

Lacs for Micro / Small/ Medium

(Strike off which is not applicable) Category under MSMED Act 2006.

Or

The enterprise has been graduated upward from its original category (micro/small/medium) (strike off which is not applicable), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Or

The enterprise has been reverse-graduated from its original category (micro/small/medium) (strike off which is not applicable), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.

Date:

(Signature)

Name:Membership Number:

Seal of the Chartered Accountant

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 9 of 15

ANNEXURE – 4

Reverse Auction Process Compliance Form

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

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 guidelines (as available on www.bhel.com), 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 FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 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/ email it to M/s {Service provider} at {.....} prior to start of the Event.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 10 of 15

ANNEXURE – 5

Authorization of representative who will participate in the on line Reverse Auction Process:

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 11 of 15

ANNEXURE – 6

RA price confirmation and breakup (To be submitted by L1 bidder after completion of RA)

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. {___ in value & in words ___} for item(s) covered under tender enquiry No. {...} dt. {...}

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} 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 {___ in nos. & in words ___} days.

The price break-up is as given below.

Total =====
- Rs. in value & in words
=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 12 of 15

ANNEXURE – 8

UNDERTAKING

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

I/We, _____

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 13 of 15

ANNEXURE – 9

DECLARATION

Date: _____

To: _____
Address: BHEL, _____

email: _____

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____
Supplier Code: _____
Address: _____

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 14 of 15

Annexure 10

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

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

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

Dear Sir,

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

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

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

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

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

Thanking you,
Yours faithfully,

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

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

Note:

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

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Chapter-XIII: Correction / Revision of Special Conditions of Contract, General Conditions of Contract and Forms & Procedures

Tender Specification No. - YTPS: SCT: 202210-75

Page 15 of 15

Annexure 11

DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017

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

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

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ (**specify the name of the organization here**), is not from such a country / has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (attach relevant valid registration, if applicable)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

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

Note:

Bidders to note that if the above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and further action in accordance with law and as per BHEL guidelines.

Volume II**PRICE FORMAT****LED FLOOD LIGHTS WITH LENS - 200 WATT, IP 65**

SL NO	Description	Unit	QTY	Unit Price (Rs.) Excluding GST (Including transportation charges)	Total Price(Rs.) Excluding GST (Including transportation charges)	Total Price (Rs.) Excluding GST IN WORDS
1	LED FLOOD LIGHTS WITH LENS 200 WATT, IP 65	Nos	125			

GST - EXTRA%

SIGNATURE & SEAL OF AUTHORISED PERSON**NAME:**