

भारत हेवी इलेक्ट्रिकल्स लिमिटेड

BHARAT HEAVY ELECTRICALS LIMITED

कॉर्पोरेट प्रशासन- बी.एच.ई.एल, सदन कैम्पस / CORPORATE ADMIN.-BHEL SADAN
CAMPUS प्लॉट सं. -25, सेक्टर-16 ए, फ़िल्म सिटी / PLOT No.-25, SECTOR-16A, FILM CITY
नोएडा-201301 (उ. प्र.) / NOIDA- 201301 (U.P.)



TENDER DOCUMENT

FOR

Supply of Philips make rope light at BHEL SADAN Building, BHEL, Campus, Plot No.-25, Sector- 16A, Film City, Noida.

निविदा संख्या/ NIT No.- AA: CAG-BS:24-25:PL:01

Date: 10/12/2024

टेंडर जमा करने की अंतिम तिथि	: 16.12.2024 10:00 बजे।
LAST DATE FOR TENDER SUBMISSION	: 16.12.2024 AT 10:00 Hrs.
टेंडर खोलने की तिथि	: 16.12.2024 10:30 बजे।
DUE DATE FOR TENDER OPENING	: 16.12.2024 AT 10:30 Hrs.

Handwritten signature

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**TENDER ENQUIRY**

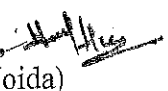
Submission of tender on 16.12.2024 by 10:00 Hrs
Due date for tender opening on 16.12.2024 at 10:30 Hrs

Sub: Limited Tender for Supply of Philips make marathon Ultra LED Rope Light (400W, density of 120 LED/meter, Light output 700 Lumen/meter, IP65 rating-withstands harsh weather) at BHEL - Campus, Plot No.-25, Sector- 16A, Film City Noida.

Quotations are invited in two parts in sealed covers with Tender No., Date and Due Date, legibly super scribed on it, for the under mentioned Supply of Items subject to acceptance of the enclosed Terms and Conditions. Bid should be put in the tender box at security check in BHEL-New Building reception on or before the Due Date.

S. No.	Description / Instructions
1.	<ol style="list-style-type: none">Supply of Philips make marathon Ultra LED Rope Light (400W, density of 120 LED/meter, Light output 700 Lumen/meter, IP65 rating-withstands harsh weather) at BHEL Campus, Sector-16A, Film City Noida for total quantity of 2100 meters in length.Procedure for submission of Bid & Pre - Qualifying Requirements (Annexure - A).General Terms & Conditions (Annexure- B).Un- Price Bid format (Annexure- C).Price bid format (Annexure- D).Deviation / No Deviation Certificate (Annexure- E).Declaration (Annexure- F).Undertaking Format (Annexure- G)Details of Bidder /Distributors (Annexure- H).NEFT Details Format (Annexure- I).
2.	<p>Important instructions</p> <ol style="list-style-type: none">Bidders must go through all these Annexures before submitting the bid. All information as sought in the tender shall be furnished in totality.Offers should be submitted in two parts as described in Annexure- A.The prices must be quoted in the enclosed Price bid format ONLY.The offers shall remain valid for a period of 90 days from the date of Part-I opening & 60 days from the date of Part -II bid opening.BHEL reserves the right to open the Price Bids of only those parties who accept all the terms & conditions.Part- II bids (Price Bid) of only Techno- commercially qualified parties shall be opened. The date of opening of Part-II bids shall be communicated to all the techno-commercially qualified bidders.

Bids (Part- I & Part- II) are to be submitted in separate sealed envelopes & put together in one sealed envelope. Part-I bid shall be opened on the due date of opening i.e. 16.12.2024 at 10:30 Hrs., in the presence of authorized representatives of the parties, if present.

Thanking you, 
Engineer (CAG, Noida)
(For and on behalf of BHEL)

Annexure - AProcedure for submission of bid & Pre - Qualifying Requirements (PQR)**1. Bid has to be submitted in two-part format, as follows:**

- Part-I: This part shall contain the following documents-
 1. Tender document (excluding Price bid) signed & stamped on all pages.
 2. All documents as per PQR at S.No.2 below.
 3. Signed & stamped copy of PAN.
 4. Other supporting document, if any.
- Part- II: This part shall only contain the duly filled, signed & stamped Price Bid (Annexure- D) & nothing else. Any Part- I document if found with Part- II bid shall not be considered for evaluation at Part- I level.
- Both Part- I & Part- II bids shall be put in separate sealed envelopes, clearly indicating Part- I/II, Tender No., Date of issuance of NIT, Due Date of submission & name of the bidding company /authority which shall be finally put in a single envelope with tender No., Date of issuance of NIT, Due date of submission & name of the bidding company/authority.
- Bids shall be submitted at BHEL SADAN, Sector-16A, Film City, Noida- 201301 in the Tender Box at security check, on building reception well before the due date & time of submission. The tender should not be addressed to any individual's name but only by designation to:

BHEL SADAN Campus
PLOT NO. - 25, SECTOR-16A, FILM CITY,
NOIDA - 201301
Talebul Hasan (Engineer/CAG, Noida)
Mob-9999130048

2. Pre- Qualifying Requirements (PQR)

- No deviation (Annexure- E) from any of the tender terms & conditions.
- Bidders must have authorized distributorship / dealership agreement with M/s **Signify Innovations India Limited** (formerly known as Philips Lighting India Limited). Bidders have to submit a copy of authorized distributorship/dealership issued by M/s **Signify Innovations India Limited** (formerly known as Philips Lighting India Limited). An undertaking related to this shall be submitted by the bidder in given format i.e. **Annexure F**.

Note: (i) In case of any deviation from tender terms / conditions, the same shall be indicated clearly ONLY in the deviation / No deviation Certificate at Annexure- E.

(ii) This is a Conventional Tender the Bidder should respond by submitting their offer only in Hard copy (Paper Bid) through courier/ Speed Post/ By Hand only.

(Signature & Seal of the Firm)

**Annexure - B****General Terms & Conditions**

1. The successful bidder / Distributor/dealer shall supply Philips make marathon Ultra LED Rope Light (400W, density of 120 LED/meter, Light output 700 Lumen/meter, IP65 rating-withstands harsh weather) of 2100 Meters length at BHEL SADAN Building, Plot No-25, Sector-16A, Film City, Noida.
2. Minimum length of each rope should be of 50 meters in length and maximum length should be of 100 meters in length.
3. The measurement of rope will be done at BHEL New Building Project, Sector-16A, Film City Noida after supply. Suitable apparatus/ measurement method/ meter etc. has to be arranged by the bidder for the same. Supply and Unloading of the rope lights shall be in the scope of the bidder.
4. The successful Bidder shall Supply the LED Ropes within 5 days (at BHEL SADAN Building, Plot No-25, Sector-16A, Film City, Noida.) from the day of placement of Order (Purchase Order).
5. **Evaluation Criteria:** The offer shall be evaluated based on S. No.- 4 of the price bid at Annexure- D. 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 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. The evaluation currency for this tender shall be INR.

6. **Payment Terms:** Best efforts shall be made to release the payment within 30 working days of receipts of material at Site from the date of submission of the bill complete in all respect with all required documents i.e. receipt of invoices (in duplicate). The remittance of payment shall be through NEFT. However, no interest shall be payable for delay in releasing the payment, if any.
7. The offer shall remain valid for a period of 60 days from the due date of opening of Part-II (Price Bid).
8. Bid should be free from correction and erasers. Corrections, if any must be counter-signed. If there is a difference between price quoted in words and figures or there is any other discrepancy in the price schedule, higher value(s) will be considered for evaluation and lower values will be considered for ordering.
9. For applicability of MSE and Start-up clauses (if any), the documents valid as on the date of Part- I bid opening, (including extension) shall be considered. Liquidated Damages/Penalty for delay in supply:
10. (a) 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).
(b) BHEL reserve the right to cancel the Contract in case of delay in delivery by vendor and failure to comply with quality requirements.
11. **Guarantee /Warranty:** Guarantee/Warranty will be applicable as per OEM.

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- 12. Insurance:** It is the responsibility of the supplier to insure the materials in transit till they reach the site. Any damage/pilferage/loss in transit is in the scope of the supplier.
- 13.** Part- I bid shall be opened on the due date of opening i.e. 16.12.2024 at 10:30 Hrs, in the presence of authorized representatives of the parties, if present. If the due date of bid submission/ Part-1 bid opening (including extension, if any) falls on holiday/non-working day in BHEL, the bid shall be opened on the next working day at the scheduled time i.e. 10:30 Hrs. BHEL reserves the right to cancel the tender / reject the offer(s) at its own discretion. In case of any clarification / doubt, bidders may contact the tender document issuing authority, i.e. Shri TALEBUL HASAN (CAG, Noida) through Email id: talebulhasan@bhel.in or Mob: 9999130048, before submission of their offer.

- 14. RECOVERY FROM CONTRACTOR:** Whenever under the contract, any sum of money shall be recoverable from or payable by the contractor, the same may be deducted from any sum then due or which at any time thereafter may become due to the contractor under the contract or under any other contract with BHEL or from his security deposit, or the contractor shall pay the claim on demand without any terms & conditions.

SETTLEMENT OF DISPUTES:

- 15. CONCILIATION:** If at any time (whether before, during or after the arbitral or judicial proceedings), any Disputes (which term shall mean and include any dispute, difference, question or disagreement arising in connection with construction, meaning, operation, execution, effect, interpretation or breach of the Contract, which the Parties are unable to settle mutually, arise inter-se the Parties, the same may be referred by either Party to Conciliation to be conducted through Independent Experts Committee (IEC) to be appointed by competent authority from the BHEL Panel of Conciliators.

The proceedings of Conciliation shall broadly be governed by Part-III of the Arbitration & Conciliation Act, 1996 or any statutory modification thereof and as provided in the BHEL Conciliation Scheme as applicable from time to time.

16. ARBITRATION:

14.1 Except as provided elsewhere in this contract, in case amicable settlement is not reached between the parties, in respect of any dispute or difference; arising out of the formation, breach termination, validity of execution of the Contract; or, the respective rights and liabilities of the parties; or, in relation to interpretation of any provision of the Contract; or in any manner touching upon the contract, then, either party may, by a notice in writing to the other party refer such dispute or difference to the sole arbitration of an arbitrator appointed by Head of the BHEL Unit/Region/Division issuing the Contract.

The Arbitrator shall pass a reasoned award and the award of the Arbitrator shall be final and binding upon the Parties. Subject as aforesaid, the provisions of Arbitration and Conciliation Act 1996 (India) or statutory modifications or re-enactments thereof and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause. The seat of arbitration shall be at New Delhi. The cost of arbitration shall be borne as per the award of the Arbitrator.

Subject to the arbitration in terms of Clause above, the Courts at New Delhi shall have exclusive jurisdiction over any matter arising out of or in connection with this contract.

(Signature & Seal of the Firm)



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

- 14.2 In case of order/contract on Public Sector Enterprises (PSE) or a Govt. Deptt., the following clause shall be applicable: - In the event of any dispute or difference relating to the interpretation and application of the provisions of the Contract, such dispute or difference shall be referred to by either party for arbitration to the sole arbitrator in the department of public enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. Arbitration and Conciliation Act 1996 shall not be applicable to arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law secretary, Deptt. Of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary or Additional Secretary when so authorized by the Law Secretary, whose decision shall bind the parties hereto finally and conclusively. The parties in the dispute will bear equally the cost of arbitration as intimated by the arbitrator.

17. **APPLICABLE LAWS AND JURISDICTION OF COURTS:** Indian laws both substantive and procedural, for the time being in force, including modifications thereto, shall govern the Contract including Arbitration proceedings. Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract shall lie only in the court of competent civil jurisdiction in this behalf at DELHI and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

18. **DEFAULT/BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE**

- 17.1 If the Service Provider / Contractor fails to provide the required services as per the Contract and failing to adhere to the contract specifications or at any time repudiates or otherwise abandons the contract before expiry of such period or commits any breach of the Order/Contract not herein specifically provided for or in the event of the death or insanity or if the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act or if the Seller/Contractor(Service Provider) being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager, the purchaser without prejudice to his right to recover any expenses, losses or damages to which the purchaser may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract shall be entitled to cancel the Order/Contract either in whole or portion thereof

(Signature & Seal of the Firm)



without compensation to the Seller/Contractor(Service Provider) and if the purchaser so desires, he may procure upon such terms and in such manner as he deems appropriate, stores not so delivered or others of a similar description where stores exactly complying with particulars are not, in the opinion of the purchaser, which shall be final, readily procurable, at the risk and cost of the Seller/Contractor(Service Provider) and the Seller/Contractor(Service Provider) shall be liable to the purchaser for any excess costs provided that the Seller/Contractor(Service Provider) shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller/Contractor (Service Provider) shall on no account be entitled to any gain on such repurchases.

- 17.2 Cost of the purchases/service made by the Purchaser/Service taker at the risk and cost of the seller/Contractor (Service Provider) shall be worked out after levying 5% overheads as departmental charges on the cost of materials / services so purchased/hired.

19. **FORCE MAJEURE:** A Force Majeure (FM) means extraordinary events or circumstance beyond human control such as an event described as an Act of God (like a natural calamity) or events such as war, strike, riots, crimes (but not including negligence or wrong-doing, predictable/seasonal rain and any other events specifically excluded in the clause). An FM clause in the contract frees both parties from contractual liability or obligation when prevented by such events from fulfilling their obligations under the contract. An FM clause does not excuse a party's non-performance entirely, but only suspends it for the duration of the FM. The firm has to give notice of FM as soon as it occurs and it cannot be claimed ex-post facto. There may be a FM situation affecting the purchase organization only. In such a situation, the purchase organization is to communicate with the supplier along similar lines as above for further necessary action. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of FM for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract without any financial repercussion on either side.

Notwithstanding the punitive provisions contained in the contract for delay or breach of contract, the supplier would not be liable for imposition of any such sanction so long as the delay and/or failure of the supplier in fulfilling its obligations under the contract is the result of an event covered in the FM clause.

20. **Due Diligence:** The Bidder is expected to examine all instructions, forms, terms & specifications in the bidding document. Failure to furnish all information required by the bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of the bid.
21. **DEVIATIONS:** Deviations, if any, may be indicated in format enclosed (Annexure- E). BHEL will consider the deviations if the same are declared in the specified deviation format, or else it will be considered that there is no deviation taken. Deviation mentioned elsewhere in the offer shall not be considered. BHEL reserves the right to accept or reject the deviation sought. Bidder may note that Bid shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.
22. Lowest amount quoted against the Tender need not be acceptable to BHEL and in that case BHEL would not consider the same for Award of Contract. BHEL would negotiate or re-float the Tender if price is not the lowest acceptable price to them inter-alia other reasons.


(Signature & Seal of the Firm)



23. BHEL may decide holding of pre-bid discussion [PBD] with intending bidder 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. Bidder shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.
24. 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. In this regard decision of BHEL shall be final and binding.
25. Unless specifically mentioned otherwise, bidder's quoted price shall have deemed to be in compliance with tender including PBD.
26. **BHEL shall recover the amount of compensation paid to victim(s) by BHEL towards loss of life / permanent disability due to an accident which is attributable to the negligence of contractor, agency or firm or any of its employees as detailed below.**
- Victim: Any person who suffers permanent disablement or dies in an accident as defined below.
 - Accident: Any death or permanent disability resulting solely and directly from any unintended and unforeseen injurious occurrence caused during the manufacturing/ operation and works incidental thereto at BHEL factories/ offices and precincts thereof, project execution, erection and commissioning, services, repairs and maintenance, trouble shooting, serving, overhaul, renovation and retrofitting, trial operation, performance guarantee testing undertaken by the company or during any works / during working at BHEL Units/ Offices/ townships and premises/ Project Sites.
27. BHEL reserves the right to cross-check / verify the genuineness of the documents submitted along with the offer by the bidder. At any stage, BHEL may also ask for original documents and bidder / contractor has to submit the same. If at any stage, the document(s) submitted by bidder / contractor is/are found incorrect/ false, the necessary action will be taken by BHEL against the bidder/contractor as per extant guidelines / policies / terms & conditions of this tender.

NOTE: No Advance payment/ Security Deposit shall be paid.

(Signature & Seal of the Firm)


Engineer (CAG, Noida)
(For and on behalf of BHEL)

**Annexure - C****For Confirmation of Commercial Terms (Un Priced Format)**

Supply of Philips make marathon Ultra LED Rope Light (400W, density of 120 LED/meter, Light output 700 Lumen/meter, IP65 rating-withstands harsh weather) at BHEL Sadan Campus, Plot No-25, Sec-16A, Noida-201301.

S. No.	Item	Approx. Quantity	Unit	Price per Unit (Rs.)	Total Price (Rs.)
		A		B	C = "A" X "B"
1	Price of Philips make marathon Ultra LED Rope Light (400W, density of 120 LED/meter, Light output 700 Lumen/meter, IP65 rating-withstands harsh weather)	2100	Meters	To be filled in Price Bid	To be filled in Price Bid
2	Sub-Total (Rs.)				To be filled in Price Bid
3	GST @.....Rs.				To be filled in Price Bid
4	Total cost to BHEL (S. No. 2 +3)	Rs. To be filled in Price Bid			

Notes:

1. Incomplete offer received may not be considered.
2. No Cartage charges will be paid for supply of the items. No part supply will be accepted. The successful bidder will have to supply total quantity in one go at BHEL Sadan campus, plot no-25, Secv-16A, Noida-201301.
3. Evaluation of Bids will be based on the amount indicated at S. No. 4 in Price bid table above.

(Signature & Seal of the Firm)

Annexure - D**Price Bid Format**
(To be submitted in Part- II Bid)

Supply of Philips make marathon Ultra LED Rope Light (400W, density of 120 LED/meter, Light output 700 Lumen/meter, IP65 rating-withstands harsh weather) at BHEL Sadan Campus, Plot No-25, Sec-16A, Noida-201301.

S. No.	Item	Approx. Quantity	Unit	Price per Unit (Rs.)	Total Price (Rs.)
		A		B	C = "A" X "B"
1	Price of Philips make marathon Ultra LED Rope Light (400W, density of 120 LED/meter, Light output 700 Lumen/meter, IP65 rating-withstands harsh weather)	2100	Meters		
2	Sub-Total, Rs.				
3	GST@, Rs.				
4	Net cost to BHEL (S. No. 2+ 3)	(Rs.)			
(Amt. in words including GST:)					

(Signature & Seal of the Firm)



Annexure - E

Deviation / No Deviation Certificate
(To be submitted in Part- I Bid)

Notwithstanding anything mentioned in our bid, we hereby accept all terms and conditions of the above tender.

Or

We hereby accept all terms and conditions of the above tender except the followings:

1.
2.
3.

(Signature & Seal of the Firm)

[Handwritten Signature]



Annexure - F

DECLARATION

(To be submitted in Part-I Bid)

I / we hereby declare that I /We have not been banned and de-listed by any PSU / Government Department / Financial Institution / Court.

(Signature & Seal of the Firm)

Handwritten signature



Annexure - G

Format for Undertaking on distributorship /dealership agreement with the M/s Signify Innovations India Limited (formerly known as Philips Lighting India Limited)

(To be submitted in Part- I Bid)

The undersigned hereby declares that (bidder) M/s _____
has a distribution/dealership agreement with M/s **Signify Innovations India Limited** (formerly known as Philips Lighting India Limited) from _____ to _____ for a period of __ years.

(Signature & Seal of the Firm)

[Handwritten Signature]

Annexure - H

Bidder's Details
(To be submitted in Part- I Bid)

1	Name of the bidding firm	
2	Registered Address	
3	Name of Authorized representative	
4	Contact Number(s)	
5	Email ID	
6	PAN	
7	Details of Fuel Station	
a)	Mailing Address	
b)	Contact Number(s)	
c)	Contact person	
d)	Number of fueling points	
e)	Days & Timings of operation of Fuel station	
f)	Validity of distributor / dealership agreement with M/s Signify Innovations India Limited (End date)	
g)	Additional information, if any	

(Signature & Seal of the Firm)

Annexure - I**NEFT Details Format**
(To be submitted in Part- I Bid)

Please find enclosed the relevant details of my bank account for receiving NEFT credits from BHEL.

Beneficiary Name	
Beneficiary Bank Name	
Beneficiary Bank address	
IFSC CODE of the bank	
MICR of the bank	
Beneficiary Account Number	
Email ID (if any)	
PAN	

Also, please find enclosed a photocopy / cancelled copy of one leaf from my cheque book for the codes required above.

I hereby confirm that the above-mentioned particulars are in order to facilitate NEFT/RTGS credits, I will inform to M/s BHEL in case of any changes in particulars at a future date.

Thanking you,

(Signature & Seal of the Firm)