

**Ref. Enquiry No.: PE/PG/BHU/E-6697/2021, Dated 19.07.2021**

DUE DATE
09 Aug 2021
BY 02:00 PM

Dear Sir/ Ma'am

**Subject: Open tender Enquiry for "LIGHTING FIXTURES, LAMPS AND MISC. ITEMS" for 1 x 660 MW Bhusawal TPS as per Technical Specification No. PE-TS-415-558-E001**

BHEL invites your offers for Design, Engineering, Manufacture, assembly, Inspection testing, packing for transportation and delivery of "LIGHTING FIXTURES, LAMPS AND MISC. ITEMS" complete in all respect including all accessories, mandatory spares, supervision of E & C as specified in tender technical specification PE-TS-415-558-E001 amendments & agreements till placement of order for 1 x 660 MW Bhusawal TPS.

Your offer shall be submitted in two parts strictly as per Clause-2.0 of the "Instructions to Bidders" of GCC Rev. 07, in sealed cover for the below mentioned equipment/system.

Item Description – LIGHTING FIXTURES, LAMPS AND MISC. ITEMS		
Sl. No.	Project	TECHNICAL SPECIFICATIONS
1	1 x 660 MW Bhusawal TPS	PE-TS-415-558-E001

Your best quotation/offer for the above requirement, in line with tender terms and conditions, should be submitted **online via e-procurement system (NIC portal)**. It shall be the responsibility of the bidder to ensure that the tender is submitted **on or before the due date by 02:00 PM, 09.08.2021**. Part-I (techno-commercial) bids shall be opened at **05:00 PM** on the due date.

**Note:** 1. Detailed tender documents have been uploaded on following websites: -

<https://eprocurebhel.co.in>, <https://www.bhel.com/tenders>; <https://pem.bhel.com/Home.aspx>

**Bidders are requested to upload their best offer on <https://eprocurebhel.co.in> only.**

2. In case bidders are not interested to quote, please send us the regret by e-mail or letter.

**ENQUIRY TERMS AND CONDITIONS:**

1. Offers should be submitted/uploaded separately in two parts **online through e-procurement system** as follows:

**Part-I: TECHNO-COMMERCIAL BID**

**Part-II: PRICE BID**

For detailed instructions, please refer GCC Rev 07- Instructions to Bidders.

2. Bidders shall submit their offers meeting the requirements of the following tender documents indicated in BHEL PEM GCC Rev- 07 and other Terms and Conditions included in this Enquiry Letter. Web link of GCC Rev 07 shall be as below, **bidders may download the GCC Rev 07 from the given web link and go through the same before quoting: -**

<https://pem.bhel.com/Documents/GCC/GCCRev07.pdf>

3. Bidders to note that following form the part of tender documents:

- General Conditions of Contract (GCC) Rev 07 comprising of: Instructions to Bidders and General Commercial Terms & Conditions
- Technical Specification
- Technical PQR and Project specific PQR
- Special Conditions of Contract (SCC Rev. 01) of Project.
- Enquiry terms & conditions (NIT)
- Annexures I –IV
- Mahagenco (end customer) vendor approval format (Annexure A)
- Pre Signed Integrity Pact

4. Any hidden conditions/deviations mentioned elsewhere in offer and standard pre-printed terms & conditions of the tenderers shall not be considered valid.

R. P. Yadav /Dy. Mgr/PGIII  
PS-Project Engineering Management,  
Power Project Engineering Institute,  
Plot no. 25, Sector – 16A, Noida (UP) 201301, INDIA  
(OFF) +91-120-4368652, (MOB.) +919560148866

Regd. Office  
BHEL House Siri Fort  
New Delhi-110049

**Ref. Enquiry No.: PE/PG/BHU/E-6697/2021, Dated 19.07.2021**

5. Tenders shall be submitted strictly in accordance with the requirements of the above-mentioned tender documents. Deviations (Technical as well as Commercial), if any, shall be listed out separately in Annexure-II of GCC Rev-07 along with reasons for taking such deviations in the bidding format in E-Procurement portal (NIC portal). Any deviations (Technical as well as Commercial) not mentioned in the Annexure-II shall not be considered. Bidders to note all the points mentioned in "Notes" of Annexure-II of GCC Rev.07.
6. Bidder has to submit "NO DEVIATION CERTIFICATE FOR COMMERCIAL TERMS AND CONDITIONS as per General Conditions of Contracts (GCC, Rev.07), Special Conditions of Contract and Notice Inviting Tender (NIT)" **in case of no deviations.**
7. Unsolicited fresh/revised bids shall not be entertained.
8. If any bidder has mentioned the term "Not Applicable" / "not required" / "not quoted" in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost by the successful bidder.
9. Purchaser shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any/all tender(s) in part or full without assigning any reason whatsoever.
10. Tenderers must enclose the Quality Plan in the prescribed format, for approval. Equipment will be dispatched only after Purchaser's/Owner's inspection of the hold points specified in the approved Quality Plan and issue of Material Dispatch Clearance Certificate (MDCC).
11. Offers should be submitted separately in two parts online through e-procurement system only (NIC portal), however, all correspondence thereof, shall be addressed to the following persons and sent at the following address:

<b>Mr. Shamik Gupta</b> <b>Dy. Engineer, PG-III</b> <b>E-mail: shamikgupta@bhel.in</b> <b>Ph. +91-120-4368949;</b> <b>Mob: 9716336332</b>	<b>Mr. R. P. YADAV</b> <b>DY. Mgr. PG-III</b> <b>E-Mail: <a href="mailto:rajendra.prasad.yadav@bhel.in">rajendra.prasad.yadav@bhel.in</a></b> <b>Ph. No. +91-120-4368652;</b> <b>Mob: 9560148866</b>	<b>Mr. S K Dubey</b> <b>DGM, PG-III</b> <b>E-Mail: skdubey@bhel.in</b> <b>Ph. No. +91-120-4363635;</b> <b>Mob: 8800377855</b>
<b>M/s. Bharat Heavy Electricals Ltd.,</b> <b>Project Engineering Management,</b> <b>PPEI Building, Plot No 25, Sector-16A, Noida-201301, U.P., INDIA</b>		

12. Evaluation will be done on L1 (Total cost to BHEL excluding GST) basis and excluding Supervision of E & C Charges as the prices of same are firm and same shall not be included in evaluation, however, prices of supervision of E & C shall be considered for ordering on L1 bidder. Unit rates for item Sl. No. 1.1 (charges per visit) & 1.2 (man-days charges) of supervision of E & C BOQ shall be Rs. 20,000/- and Rs. 5000/- respectively. Separate PO will be placed for supervision of E & C based on above unit rates and quantity as mentioned in BOQ with prevailing GST. Incomplete offer or part offer of NIT BOM/BOQ shall be summarily rejected.
13. **Evaluation Conditions: (Reverse Auction)** -BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.  
"Vendors to note that above RA clause will supersede clause no 13 of "Instruction to Bidders" of GCC Rev 07".
14. **Govt. of India's Public Procurement Policy – Preference to Make in India Clause: -**  
For subject tender only Class I local suppliers are eligible to bid (in line with clause no. 3 (a) of MII circular no P-45021/2/2017-PP (BE-II) Dtd-16-09-2020, as there is sufficient Local Capacity & Local Competition. In case of subsequent orders issued by 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".  
The local supplier at the time of tender, bidding, solicitation, shall be required to provide self-certification that as per the offered item, they meet the requirements of Class I local supplier as per the provisions of PPP-MII Order of Govt. of India and relevant circulars issued by nodal ministry w.r.t. above mentioned orders and shall give details of location(s) at which the local value addition is made in annexure IV.  
Subject package is not divisible in nature.

**Ref. Enquiry No.: PE/PG/BHU/E-6697/2021, Dated 19.07.2021**

15. Delivery Schedule: - Main Supply, Supervision of E & C & Mandatory Spares - As per annexure – I to NIT.
16. Bidder to note that this is a conditional Open Tender enquiry subject to following condition: -
  - A) Meeting of Technical PQR
  - B) Techno-commercial qualification/recommendation of bidder by the BHEL-PEM.
  - C) Approval of vendor from end Customer (Mahagenco). Same shall be taken up by BHEL-PEM with customer. Bidders who are not approved from Mahagenco (end customer) should furnish the credentials as per Mahagenco (end customer) format (Annexure- A) along with their bid.
17. Bidders to ensure that Third party/Customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and E-mail Id etc. In case the same is found not available, BHEL has the right to reject such document from evaluation.
18. Compliance of model clauses as provided in Annexure-III of Ministry of Finance Order (Public Procurement No. issued on 23.07.2020 (Restrictions under Rule 144 (xi) of the GFR,2017) shall be applicable for subject tender. Model Certificates provided in same Annexure-III shall also be complied. Further, relevant clause of order no. 25-11/6/2018-PG dated 02.07.20 issued by MoP shall also be complied. An undertaking regarding Model Clauses (as applicable from Annexure-III of the said circular) shall be furnished by bidders along with bid documents.
19. CIF is not available for this package.
20. For bidders (who are not registered with BHEL-PEM) -Online Registration Portal is operational in BHEL. Registration in BHEL-PEM is not mandatory for this tender. However, Non-registered Vendors, who wish to apply for registration with BHEL-PEM, can apply through Online Registration Portal available at [www.bhelpem.com](http://www.bhelpem.com) → vendor section → Online Supplier Registration. All credentials and/or documents duly signed and stamped related to registration may be uploaded on the website and submit the application for registration.
21. All corrigenda, addenda, amendments, time extensions, clarifications etc. to the tender will be hosted on BHEL websites only ([www.pem.bhel.com](http://www.pem.bhel.com), [www.bhel.com](http://www.bhel.com) & <https://eprocurebhel.co.in>) under subject tender reference. Bidders are requested to visit our websites from time to time to keep themselves updated. Bidders may go through the Sellers' manual & Help documents provided on E-Procurement Portal website & obtain required Digital Signature Certificate for participating in the subject Tender. For Bidders' convenience, the Helpdesk Nos. of E-Procurement (NIC) Portal is available at website i.e. <https://eprocurebhel.co.in>.
22. If any bidder uploads price bid in the unpriced section (techno-commercial attachment page) of the tender in e-Procurement (NIC portal), in that case bidder(s) shall only be responsible for such mistake and any consequences thereof. Hence all bidders are requested to be more careful at the time of uploading the Unpriced and Price Bid for Part-I and Part-II respectively to avoid mismatch.
23. Bidders to quote the freight in terms of percentage of Total Ex-works price.
24. Bidders to note that "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline date 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipments etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start-up /MSME".
25. Due to COVID-19 pandemic condition prevailing in the country, BHEL/PEM may go for Remote Inspection of Offered items, if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines available at <https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf> to take up the inspection REMOTELY.
26. 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. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.
27. In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by

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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.

28. **Performance Bank Guarantee:** Performance Security amount shall be @5% of the value of contract value (excluding taxes duties & freight) as per GCC Rev 07.
29. Bidder agrees to submit performance security required for execution of the contract within the time period mentioned. In case of delay in submission of performance security, enhanced performance security which would include interest (SBI + 6%) for the delayed period, shall be submitted by the bidder. Further, if performance security is not submitted till the first bill becomes due, the amount of performance security shall be recovered as per the terms defined in NIT/contract, from the bills along with due interest.
30. Integrity pact (IP) shall be applicable for subject tender enquiry and bidders to note the following w.r.t to IP:-
- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. A panel of Independent External Monitors (IEMs) have been appointed to oversee implementation of IP in BHEL.

Sl. No.	IEM	Email
1.	Shri Arun Chandra Verma, IPS (Retd.)	acverma1@gmail.com
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	vbsinghips@gmail.com

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory who signs in the offer) along with techno-commercial bid. Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to the IEM(s). All correspondence with the IEM shall be done through email only.

**Note:**

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) officials whose contact details are provided below: -

Name: Shamik Gupta/R P Yadav/S K Dubey

Deptt: PG-III

Address: BHEL -PEM Noida-201301

Phone: (Landline/ Mobile): 0120-4368949/8652/04213635/9716336332/9560148866/8800377855

Email: Fax: shamikgupta@bhel.in, [rajendra.prasad.yadav@bhel.in](mailto:rajendra.prasad.yadav@bhel.in), [skdubey@bhel.in](mailto:skdubey@bhel.in)

31. Payment terms shall be as follows: -

**a) For Main Supply including E&C spares: -**

Payment of basic price of material supplied, along with freight and GST shall be paid against receipt of material at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro-rata basis as per details below: -

**Ten percent (10%)** will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser. For obtaining MRC from project site/ owner, vendor shall depute their representative to project site. Packages shall be opened at site in presence of vendor representative for verification of material supplied. If any material found damaged/short supplied during verification, then vendor shall be responsible for replenishment.

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**Five percent (5%)** payment shall be released on submission of soft and hard copies of final approved drg./docs. (including O & M Manual) as per requirement of SCC of project.

- b) **For Supervision of E&C:** 100% payment shall be released after successful completion of the activity on Site certification.
- c) **For Mandatory Spares:** As per clause no. 9.1 of GCC Rev 07.

**32. Quantity variation: -**

- (i) Overall quantity variation shall remain +/- 30% of total order value in line with Cl. No. 6.0 of GCC Rev.07.
- (ii) Quantities released (In Lots) up to 100% of contract value shall be intimated within **03** years from date of original PO.
- (iii) Lots for supply subsequent to **03** years shall be limited to 30% of order value.
- (iv) Prices shall remain firm for supply.

**33.** A pre bid meeting will be organised one (01) week (i.e. on 02.08.21 ,02:00 PM), before techno commercial bid (Part- I) opening through online mode (details of same shall be shared separately) to facilitate fast ordering by addressing any issues (if any) of the bidders. Accordingly, all bidders are requested to please attend the meeting to address their respective pre bid queries (if any). Any pre bid queries raised after pre meeting shall not be envisaged (except in case any pre bid query is left unresolved in pre bid meeting).

**34.** Bidders who are participating in this tender please note that GeM seller ID is mandatory before placement of order.

**35.** All other terms and conditions of SCC (Rev 01) of project, NIT & GCC (Rev 07) shall be applicable for the subject package.

**36.** Detailed offers are to be uploaded including the following along with the Price schedule as per BHEL format enclosed with NIT: -

- Acceptance of BHEL-PEM GCC (Rev.-07)
- Acceptance of Special Conditions of Contract (SCC Rev. 01) for the project.
- Technical & Commercial Deviations, if any along with Cost of withdrawal.
- TECHNICAL Pre-Qualifying Requirement (PQR)
- Along with your offer, please submit a copy of this letter duly signed & stamped on each page as token of acceptance of terms & instructions conveyed.
- Un-Priced price format duly filled in 'Quoted' or 'Q' in each column/row.
- Filled Format of Certification reg. Local content (annexure –IV)

All the above Tender Documents shall automatically become a part of the Order/Contract after its finalisation.

Thanking You

❖ **Please note all correspondence from BHEL-PEM before part – I opening, shall also be part of NIT.**

Yours faithfully,

For and on behalf of BHEL-PEM

**RAJENDRA PRASAD**

**R. P. YADAV**

(DY. MANAGER/PG-III/BHEL-PEM)

Digitally signed by RAJENDRA PRASAD YADAV  
DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED, ou=BHEL / PS-PEM, Noida,  
postalCode=201301, serialNumber=2.5.4.201b223e87cd98641765d5d4e0e827bc170f40310d8bcc9d227587fdebaa8ff,  
serialNumber=52c9c556257c006b08d76eb182251d58426acfa23a9766b3dc99291  
Date: 2021.07.19 15:39:36 +05'30

**Enclosures:**

1. Technical Specification No. **PE-TS-415-558-E001**
2. Technical PQR and project specific PQR
3. Delivery completion cum Drawings/documents submission Schedule (Annexure –I)
4. BOQ cum Unpriced format & COW - Annexure –II
5. Instructions to Packing List (annexure –III)
6. Format of Certification reg. Local content (annexure –IV)
7. Performa for End customer approval (Annexure A)
8. Pre Signed Integrity pact

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**PROJECT: 1x 660 MW BHUSAWAL TPS**  
**DELIVERY SCHEDULE FOR -LIGHTING FIXTURES, LAMPS & MISC ITEMS**  
**ANNEXURE I to NIT NO:- PE/PG/BHU/E-6697/2021, Dated 19.07.21**

Sl. No.	BHEL Drawing No	Drawing Title	Primary /Secondary	BHEL Inputs	Drg Sch for Vendors	Delivery Terms for Supply Portion incl. E & C Spares and Mandatory Spares	Delivery terms for Supervision of E & C
1	PE-V0-415-558-E101	OGA of equipments such as fixture, SBs, JBs, Receptacles, free standing ladder, Emergency exit sign, wheel mounted ladder, ceiling fans, ELU, etc.	Primary		R-0 within 28 days from the date of PO & subsequent revisions within 10 days of comments received from BHEL. BHEL shall furnish comments / approval on each submission within 18 days from receipt.	For Lot-1: Within 4 months from the approval of last applicable primary drawing/document for the released items in lot-1, subjected to drawing/document submission/re-submission schedule as stipulated, delay in initial submission (if any) of last submitted applicable primary drawing/document and/or delay in re-submissions of last applicable approved primary drawing/document (with reduction of overlapping period) shall be reduced from delivery period of four months. Delay in BHEL's comments/approval of last applicable approved primary drawing/document beyond 18 days shall also be considered for delay analysis.	(Supervision of E & C):-  Vendor to depute its service engineer for respective site activity within 15 days from BHEL's intimation (for deputing service engineer) for such site activity.  For delay in deputing service engineer, LD on site activities portion shall be applicable @ ½% of the total site activities portion contract value (excluding element of taxes) per week or part thereof, with applicable GST. However, total LD (supply + site activities) shall be limited to 10% of cumulative total contract value excluding taxes and freight (supply + site activities).
2	PE-V0-415-558-E102	Datasheet of lamps, CFL, Fluorescent tube, PVC coated conduit	Primary				
3	PE-V0-415-558-E901	MQP FOR LUMINARIES	Primary				
4	PE-V0-415-558-E905	MQP FOR MISCELLANEOUS ITEMS	Primary				
5	PE-V0-415-558-E201	Lighting design Calculation	Secondary		R0 submission within 3 weeks from the date of BHEL input drawing & re- submission within 15 days of BHEL comments. BHEL shall furnish comments / approval on each submission within 18 days from receipt.	Delivery of subsequent lots: Within 4 months from approval of last applicable primary drawing/document (of items released first time in present lot only) or lot clearance by BHEL, whichever is later. This is subjected to drawing/document submission/re-submission schedule as stipulated, delay in initial submission (if any) of last submitted applicable primary drawing/document and/or delay in re-submissions of last applicable approved primary drawing/document (with reduction of overlapping period) shall be reduced from delivery period of four months. Delay in BHEL's comments/approval of last applicable approved primary drawing/document beyond 18 days shall also be considered for delay analysis.	
6	PE-V0-415-558-E301	Lighting Layout	Secondary				
7	PE-V0-415-558-E401	Conduit Layout	Secondary		R0 submission within 15 days from the approval of respective LLOs & re- submission within 15 days of BHEL comments. BHEL shall furnish comments / approval on each submission within 18 days from receipt.	Separate dispatch/ manufacturing clearance will be issued for mandatory spares.	
8	PE-V0-415-558-E103	MOUNTING ARRANGEMENT OF BULK HEAD FIXTURE	Secondary		Along with respective OGA		
9	PE-V0-415-558-E104	TYPE TEST REPORTS FOR LIGHTING FIXTURES	Secondary		Within 2 months from date of PO/ within 1 week of type test conduction (as applicable)		
10	PE-V0-415-558-E105	FIELD QUALITY PLAN OF LIGHTING FIXTURES	Secondary		Within 3 months from PO		
11	PE-V0-415-558-E106	MOUNTING ARRANGEMENT drgs.	Secondary		Along with respective OGA		

**Notes:-**

- (i) The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- (ii) The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.
- (iii) Non-applicable drawings shall be decided during bid evaluation of the package.
- (iv) Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.

**1X660MW BHUSAWAL TPS**  
**LIGHTING FIXTURES,LAMPS & MISC. ITEMS**  
**BOQ cum Price Schedule (Main Supply)**

**ANNEXURE-II to Enq. No. PE/PG/BHU/E-6697/2021, Dated 19.07.21**

SN. No.	ITEM CODE	ITEM DESCRIPTION	UOM	Quantity	HSN CODES to be filled by bidder	UNIT EX- WORKS PRICE (DULY PACKED) (Rs.)	TOTAL EX- WORKS DULY PACKED (Rs.)	FREIGHT CHARGES (Rs.) (...% of Ex- Works Price)	GST@...% ON EX-WORKS + FREIGHT (RS.)	TOTAL FOR SITE PRICE (Rs.)
<b>1.0</b>		<b>Lighting Luminaires (complete with accessories)</b>								
1.01	558-12118-A	Luminaire Type FC06 (LED)	Nos.	2386						
1.02	558-12195-A	Luminaire Type FC07 (LED)-DC	Nos.	242						
1.03	558-12196-A	Luminaire Type FC33 (LED)-DC	Nos.	112						
1.04	558-12197-A	Luminaire Type FC34 (LED)-DC	Nos.	212						
1.05	558-12119-A	Luminaire Type FC26 (LED)	Nos.	21						
1.06	558-12140-A	Luminaire Type FC30 (LED)	Nos.	1216						
1.07	558-12121-A	Luminaire Type FC32 (LED)	Nos.	144						
1.08	558-12120-A	Luminaire Type FC81 (LED)	Nos.	290						
1.09	558-12198-A	Luminaire Type SB11 (LED)	Nos.	279						
1.1	558-12199-A	Luminaire Type SB02 (LED)	Nos.	525						
1.11	558-12200-A	Luminaire Type SB03 (LED)	Nos.	186						
1.12	558-12201-A	Luminaire Type SF63 (LED)	Nos.	210						
1.13	558-12202-A	Luminaire Type SF64 (LED)	Nos.	73						
1.14	558-12203-A	Luminaire Type SF66 (LED)	Nos.	81						
1.15	558-12122-A	Luminaire Type SS62 (LED)	Nos.	593						
1.16	558-12123-A	Luminaire Type SS63 (LED)	Nos.	364						
1.17	558-12205-A	Luminaire Type SW41 (LED)	Nos.	4148						
1.18	558-12206-A	Luminaire Type SW42 (LED)	Nos.	1239						
1.19	558-12207-A	Luminaire Type MW96 (LED)	Nos.	308						
1.20	558-12224-A	Downlighter (LED)	Nos.	478						
1.21	558-12228-A	Cove Light (LED)	Nos.	210						
<b>2.0</b>		<b>Switch boxes for individual control of circuits</b>								
2.01	558-12087-A	Type SWB1	Nos.	395						
2.02	558-12088-A	Type SWB2	Nos.	63						
2.03	558-12089-A	Type SWB3	Nos.	73						
2.04	558-12099-A	Type SWB4	Nos.	278						
<b>3.0</b>		<b>Junction boxes</b>								
3.01	558-12026-A	Type JB-F	Nos.	11676						

**1X660MW BHUSAWAL TPS**  
**LIGHTING FIXTURES,LAMPS & MISC. ITEMS**  
**BOQ cum Price Schedule (Main Supply)**

**ANNEXURE-II to Enq. No. PE/PG/BHU/E-6697/2021, Dated 19.07.21**

SN. No.	ITEM CODE	ITEM DESCRIPTION	UOM	Quantity	HSN CODES to be filled by bidder	UNIT EX- WORKS PRICE (DULY PACKED) (Rs.)	TOTAL EX- WORKS DULY PACKED (Rs.)	FREIGHT CHARGES (Rs.) (...% of Ex- Works Price)	GST@...% ON EX-WORKS + FREIGHT (RS.)	TOTAL FOR SITE PRICE (Rs.)
3.02	558-12027-A	Type JB-FE	Nos.	290						
<b>4.0</b>		<b>Receptacles</b>								
4.01	558-12079-A	Type RA	Nos.	363						
4.02	558-12080-A	Type RA (Flame proof)	Nos.	16						
4.03	558-12081-A	Type RB	Nos.	428						
4.04	558-12082-A	Type RC	Nos.	129						
4.05	558-12098-A	Type RC (Flame proof)	Nos.	6						
<b>5.0</b>		<b>Fans</b>								
5.01	558-12010-A	Celling fans 1200 mm sweep	Nos.	21						
5.02	558-12011-A	Celling fans 1400 mm sweep	Nos.	21						
5.03	558-12094-A	Pedestal Fan	Nos.	11						
<b>6.0</b>		<b>Emergency lighting Units</b>								
6.01	558-12018-A	Emergency lighting Units With Lead-Acid/ Ni-Cd battery and 2x9W flurescent lamp	Nos.	53						
<b>7.0</b>		<b>Flexible electrogalvanised conduit</b>								
7.01	558-12020-A	20 mm dia flexible electrogavanised PVC coated conduits, 1.6 mm thick	Mtrs.	17500						
<b>8.0</b>		<b>24V supply module &amp; lamps unit complete with all accessories</b>								
8.01	558-12002-A	Fix Type 24V supply modules	Nos.	16						
8.02	558-12003-A	Portable Type 24V supply modules	Nos.	6						
8.03	558-12078-A	Portable halogen lamp unit	Nos.	25						
8.04	558-12105-A	5A, 24V industrial type sockets	Nos.	48						
<b>9.0</b>	<b>558-12019-A</b>	<b>EXIT SIGN</b>	Nos.	59						
<b>10.0</b>	<b>558-12139-A</b>	<b>Occupancy sensor</b>	Nos.	79						
<b>11.0</b>		<b>Ladder</b>								
11.01	558-12091-A	Wheel mounted adjustable from 5M to 10M aluminium ladder	Nos.	1						
11.02	558-12022-A	Free standing adjustable from 5M to 10M aluminium ladder	Nos.	4						

**1X660MW BHUSAWAL TPS**  
**LIGHTING FIXTURES,LAMPS & MISC. ITEMS**  
**BOQ cum Price Schedule (Main Supply)**  
**ANNEXURE-II to Enq. No. PE/PG/BHU/E-6697/2021, Dated 19.07.21**

SN. No.	ITEM CODE	ITEM DESCRIPTION	UOM	Quantity	HSN CODES to be filled by bidder	UNIT EX- WORKS PRICE (DULY PACKED) (Rs.)	TOTAL EX- WORKS DULY PACKED (Rs.)	FREIGHT CHARGES (Rs.) (...% of Ex- Works Price)	GST@...% ON EX-WORKS + FREIGHT (RS.)	TOTAL FOR SITE PRICE (Rs.)
12.0	558-12017-A	E&C SPARES (As per annexure II A)								
13.0		Total of Main Supply + E & C Spares								
14.0		Total of Mandatory Spares (As per annexure II B)								
15.0		Grand Total (Main Supply incl. E & C Spares + Mandatory Spares)								
<b>Notes :</b>										

1. Container as per Specification are to be supplied along with first supplies. The price of container is deemed to be included in package price. No separate charges shall be payable.
2. The material shall be supplied in LOTs. LOTs shall be released progressively based on approved conduit layout of different areas and project requirement.
3. Lighting system design charges are deemed to be included in the price of above items. No separate charges for design activity will be payable.
4. For item at Sl. No 1.0 above "Lighting Luminaires", the above quantity variation shall be calculated at the total order value against item at Sl. No 1.0 (i.e. sum of order value of sub items 1.01 to 1.21)."
5. Cove light shall be 5 metre per piece.

**RAJENDRA  
PRASAD YADAV**

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DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED, ou=BHEL / PS-  
PEM- Noida, postalCode=201301, st=Uttar Pradesh,  
2.5.4.20=3223e87cd98641765d5d4e6e827bc170ff40310d8bcc9b22  
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**ANNEXURE-IIA to Eng. No. PE/PG/BHU/E-6697/2021, Dated 19.07.21**

RAJENDRA PRASAD  
YADAV

**1X660MW BHUSAVAL TPS**  
**LIGHTING FIXTURES,LAMPS & MISC. ITEMS**  
**BOQ cum Price Schedule (E&C SPARES)**

**ANNEXURE-IIA to Eng. No. PE/PG/BHU/E-6697/2021, Dated 19.07.21**

SR. No.	ITEM DESCRIPTION	UOM	Quantity	HSN CODES to be filled by bidder	UNIT EX- WORKS PRICE (DULY PACKED) (Rs.)	TOTAL EX- WORKS DULY PACKED (Rs.)	FREIGHT CHARGES (Rs.) (...% of Ex- Works Price)	GST@...% ON EX- WORKS + FREIGHT (Rs.)	TOTAL FOR SITE PRICE (Rs.)
2.03	Type SWB3	Nos.	4						
2.04	Type SWB4	Nos.	14						
<b>3.0</b>	<b>Junction boxes</b>								
3.01	Type JB-F	Nos.	584						
3.02	Type JB-FE	Nos.	15						
<b>4.0</b>	<b>Receptacles</b>								
4.01	Type RA	Nos.	19						
4.02	Type RA (Flame proof)	Nos.	1						
4.03	Type RB	Nos.	22						
4.04	Type RC	Nos.	7						
4.05	Type RC (Flame proof)	Nos.	1						
<b>5.0</b>	<b>Fans</b>								
5.01	Celling fans 1200 mm sweep	Nos.	2						
5.02	Celling fans 1400 mm sweep	Nos.	2						
5.03	Pedestal Fan	Nos.	1						
<b>6.0</b>	<b>Emergency lighting Units</b>								
6.01	Emergency lighting Units With Lead-Acid/ Ni-Cd battery and 2x9W flurescent lamp	Nos.	3						
<b>7.0</b>	<b>Flexible electrogalvanised conduit</b>								
7.01	20 mm dia flexible electrogavanised PVC coated conduits, 1.6 mm thick	Mtrs.	875						
<b>8.0</b>	<b>24V supply module &amp; lamps unit complete with all accessories</b>								
8.01	Fix Type 24V supply modules	Nos.	1						
8.02	Portable Type 24V supply modules	Nos.	1						
8.03	Portable halogen lamp unit	Nos.	2						
8.04	5A, 24V industrial type sockets	Nos.	3						
<b>9.0</b>	<b>EXIT SIGN</b>	Nos.	3						
<b>10.0</b>	<b>Occupancy sensor</b>	Nos.	4						
<b>11.0</b>	<b>Total of E &amp; C Spares</b>								

**RAJENDRA PRASAD  
YADAV**

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 DN: cn=RAJENDRA PRASAD YADAV, o=RAJENDRA PRASAD YADAV, ou=RAJENDRA PRASAD YADAV, email=rajendra.prasad.yadav@rajendra-prasad-yadav.com, c=IN  
 Date: 2021.07.19 14:39:48 +05'30'

**1X660MW BHUSAWAL TPS**  
**LIGHTING FIXTURES,LAMPS & MISC. ITEMS**  
**BOQ cum Price Schedule**  
**(MANDATORY SPARES)**

**ANNEXURE-IIB to Enq. No. PE/PG/BHU/E-6697/2021, Dated 19.07.21**

SR. No.	ITEM DESCRIPTION	UOM	Quantity to be filled by bidder	HSN CODES	UNIT EX- WORKS PRICE (DULY PACKED) (Rs.)	TOTAL EX- WORKS DULY PACKED (Rs.)	FREIGHT CHARGES (Rs.) (...% of Ex- Works Price)	GST@...% ON EX- WORKS + FREIGHT (RS.)	TOTAL FOR SITE PRICE (Rs.)
<b>1.0</b>	<b>Lighting Luminaires (complete with accessories)</b>								
1.01	Luminaire Type MW96 (LED)	Nos.	10						
1.02	Luminaire Type FC81 (LED)	Nos.	3						
1.03	Luminaire Type FC30 (LED)	Nos.	3						
<b>2.0</b>	<b>Receptacles</b>								
2.01	Type RA	Nos.	7						
2.02	Type RA (Flame proof)	Nos.	7						
2.03	Type RB	Nos.	7						
2.04	Type RC	Nos.	7						
2.05	Type RC (Flame proof)	Nos.	7						
<b>3.0</b>	Occupancy sensor	Nos.	3						
<b>4.0</b>	<b>Total of Mandatory Spares</b>								

**RAJENDRA  
PRASAD YADAV**

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 DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED, ou=BHEL/  
 PS-PEM- Noida, postalCode=201301, st=Uttar Pradesh,  
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 Date: 2021.07.19 14:40:08 +05'30'

**1X660MW BHUSAWAL TPS  
LIGHTING FIXTURES,LAMPS & MISC. ITEMS**

**BOQ cum Price Schedule  
(SUPERVISION OF ERECTION & COMMISSIONING)**

**ANNEXURE-II C to Enq. No. PE/PG/BHU/E-6697/2021, Dated 19.07.21**


SR. No.	ITEM CODE	ITEM DESCRIPTION	UOM	SAC to be filled by bidder	Quantity	UNIT RATE (INR)
1.0	558-12086-A	SUPERVISION OF ERECTION & COMMISSIONING				
1.01		CHARGES PER VISIT	VISIT		6	20000
1.02		MANDAYS CHARGES	DAYS		50	5000

Notes :

1. For supervision of E&C 6(Six) Visits and 50 (Fifty) Mandays to be considered. The prices shall be inclusive of charges of Airfare (To & Fro), Boarding, Lodging, Medical, Insurance etc.
2. Amount payable per visit = Visit charges as per Sl. No 1.01 above (+) Unit Price for mandays charges as per Sl. No 1.02 above (x) No. of mandays at site (to be certified by BHEL Site)
3. The total Mandays mentioned for supervision of E&C also include Mandays of inspection of installation for completeness and correctness of work.
4. Unit rate for 1.01 and 1.02 above shall remain firm. Supervision of E&C rate shall not be considered for price evaluation.
5. Nos. of visit and Mandays for supervision of E&C may increase based on project requirement.

**RAJENDRA  
PRASAD  
YADAV**

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ou=BHEL / PS-PEM- Noida, postalCode=201301,  
st=Uttar Pradesh,  
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Date: 2021.07.19 14:38:26 +05'30'

	<b>PROJECT ENGINEERING MANAGEMENT</b>	<b>GENERAL CONDITIONS OF CONTRACT (GCC)</b>  <b>Revision no. 07</b>	<b>ANNEXURES</b>
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ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)									
PROJECT: _____									
PACKAGE: _____									
TENDER ENQUIRY REFERENCE: _____									
NAME OF VENDOR: _____									
SL NO	VOLUME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/NEGATIVE)	REASON FOR QUOTING DEVIATION
<b>TECHNICAL DEVIATIONS</b>									
<b>COMMERCIAL DEVIATIONS</b>									
<b>PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE</b>									
<b>NAME</b>	<b>DESIGNATIONS</b>				<b>SIGN &amp; DATE</b>				
<b>NOTES:</b>									
1. Cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.									
2. All the bidders have to list out their Technical & Commercial Deviations (if any) in detail in the above format.									
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.									
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In the absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.									
5. Bidder shall furnish price copy of above format along with price bid.									
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.									
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.									
8. For deviations w.r.t Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation (loading as per Annexure-VII, will apply) For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.									
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be considered.									
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.									
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.									
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.									
13. In case of discrepancy in the nature of impact (positive/negative), positive will be considered for evaluation and negative for ordering.									



**PROJECT: 1x 660 MW BHUSAWAL TPS**  
**PACAKGE: - LIGHTING FIXTURES, LAMPS AND MISC. ITEMS**  
**ENQUIRY NO. PE/PG/BHU/E-6697/2021, Dt:- 19.07.21**  
**ANNEXURE -III TO INSTRUCTIONS TO PACKING LIST**

For faster verification of bills, successful bidder to submit detailed Bill of Material (BOM) at the time of drawings/ documents submission after placement of PO. Each item of the BOM to be uniquely identified with item code no. or item Sl. No. Supplier to ensure that all items which will find separate mention in the packing list are covered in this detailed BOM.

Supplier to also give the following undertaking in the BOM:

“The BOM provided herewith completes the scope (in content and intent) of material supply under PO No. .... Dated ..... Any additional material which may become necessary for the intended application of the supplied items/package will be supplied free of cost in most reasonable time.

Packing List must indicate:

- a) Packing size
- b) Gross weight and net weight of each package
- c) Contents of the package with cross reference to BOM item code no. / Sl. No.
- d) Quantity of each items separately.

The packing list must cover all the BOM items.

Supplier to give following undertaking in the packing list:

The Packing list provided herewith is as per BOM approved under PO No. -----

**RAJENDRA  
PRASAD  
YADAV**

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DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED,  
ou=BHEL / PS-PEM- Noida, postalCode=201301,  
st=Uttar Pradesh,  
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cn=RAJENDRA PRASAD YADAV  
Date: 2021.07.19 14:34:59 +05'30'

**ANNEXURE IV**  
**1x 660 MW BHUSAWAL TPS**  
**LIGHTING FIXTURES, LAMPS AND MISC. ITEMS**  
**ENQ NO. PE/PG/BHU/E-6697/2021, Dated 19.07.21**  
**Letter head of Company**

Ref.....

Date.....

To,  
Bharat Heavy Electricals Limited  
PEM, PPEI Building, Plot No 25,  
Sector -16A, Noida (U.P)-201301

**Subject: - Certification regarding local content**

Reference: Tender Enquiry No-PE/PG/BHU/E-6697/2021

Name of Package: -Lighting Fixtures, lamps and Misc. Items

Dear Sir,

We hereby certify that items offered by us of Lighting Fixtures, Lamps and Misc. Items for 1x 660 MW Bhusawal Project ..... meets the requirement of minimum local content in line with clause no. 14 of NIT and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20 & 16.09.20

We further confirm that details of location at which the local value addition is made will be our registered works at .....(address of the works)

Yours very truly

..... (authorized signatory of company)

..... (firm name)

authorized signatory  
of company

**RAJENDRA  
PRASAD YADAV**


Digitally signed by RAJENDRA PRASAD YADAV  
DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED,  
ou=BHEL / PS-PEM- Noida, postalCode=201301, st=Uttar  
Pradesh,  
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PRASAD YADAV  
Date: 2021.07.19 14:35:57 +05'30'

## ANNEXURE A

<b>Maharashtra State Power Generation Company Limited</b>			
<b>Bhusawal Project (1x660MW)</b>			
<b>Proforma of Vendor Approval</b>			
Sr. No.	Information/ Particulars required	Details furnished along with documents thereof	Remarks if any
1	Name of System /Package/Item:		
2	Name of agency on whom order for the main work is placed		
3	Approval for (Name of construction material)		
4	Name of the vendors specified in contract document for this material		
5	Name of the proposed Sub Contractor(Vendor)		
6	Reasons for asking new vendor		
7	Details of supporting documents in lieu of above reasons		
8	Specific requirement of material in terms of dia, size, quantity etc.		
9	When the material is required & for which structure		
10	Whether vendor is Partnership/ Pvt./Public Ltd. Company		
11	Particular of registration with Government		
	i) GST registration No.		
	ii) Company registration No. & Incorporation Certificate		
	iii) PF & ESIC Certificate.		
	iv) Pan No.		
12	Address of vendor's factory		
13	Contact No. of vendor's representative for additional information		
14	Production Business Area		
16	Average annual turnover for last three years as per CA's Certificate		
17	Name of Companies where the vendor is registered		
18	Details of orders completed last 3 years (Quantity & amount)		
19	Details of orders in hand (Quantity & amount)		
20	Maximum value & quantity of work executed during last 3 years		
21	Name of the reputed, well known clients to whom the vendor has supplied the material		
22	End users Performance Certificate (Name & documents) along with the relevant PO.		
23	Any additional information		
24	Recommendation		

M/s BHEL

Sub-Contractor

	<p align="center"><b>PROJECT ENGINEERING MANAGEMENT</b></p>	<p align="center"><b>GENERAL CONDITIONS OF CONTRACT (GCC)</b></p> <p align="center"><b>Revision no. 07</b></p>	<p align="center"><b>ANNEXURES</b></p>
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## **ANNEXURE– VIII**

### **INTEGRITY PACT**

#### **Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at “BHEL House”, Siri Fort, New Delhi – 110049 (India) hereinafter referred to as “The Principal”, which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

#### **and**

\_\_\_\_\_, (description of the party along with address), hereinafter referred to as “The Bidder/ Contractor” which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

#### **Preamble**

The Principal intends to award, under laid-down organizational procedures, contract/s for

\_\_\_\_\_. The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitor(s), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

#### **Section 1 – Commitments of the Principal**

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.


1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

#### **Section 2 – Commitments of the Bidder(s)/ Contractor(s)**

2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits

	<p align="center"><b>PROJECT ENGINEERING MANAGEMENT</b></p>	<p align="center"><b>GENERAL CONDITIONS OF CONTRACT (GCC)</b></p> <p align="center"><b>Revision no. 07</b></p>	<p align="center"><b>ANNEXURES</b></p>
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himself to observe the following principles during his participation in the tender process and during the contract execution.

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. 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.

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and will await their decision in the matter.

### **Section 3 – Disqualification from tender process & exclusion from future contracts**

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors". framed by the Principal.

### **Section 4 – Compensation for Damages**


4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

### **Section 5 – Previous Transgression**

5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.



	<p align="center"><b>PROJECT ENGINEERING MANAGEMENT</b></p>	<p align="center"><b>GENERAL CONDITIONS OF CONTRACT (GCC)</b></p> <p align="center"><b>Revision no. 07</b></p>	<p align="center"><b>ANNEXURES</b></p>
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5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **Section 6 – Equal treatment of all Bidders/ Contractors/ Sub-contractors**

6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain

responsible for any default by his sub-contractors.

6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

#### **Section 7 – Criminal Charges against violating Bidders / Contractors / Sub-contractors**

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### **Section 8 –Independent External Monitor(s)**

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.


8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non-disclosure agreement.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.

8.7 The IEMs would examine all complaints received by them and give their recommendations! views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious

	<p align="center"><b>PROJECT ENGINEERING MANAGEMENT</b></p>	<p align="center"><b>GENERAL CONDITIONS OF CONTRACT (GCC)</b></p> <p align="center"><b>Revision no. 07</b></p>	<p align="center"><b>ANNEXURES</b></p>
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irregularities requiring legal! administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.

8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.9 IEM should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organization.

8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code! Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.12 The word 'Monitor' would include both singular and plural.

#### Section 9 – Pact Duration

9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty! guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

#### Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders/ contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

**RAJENDRA**

**PRASAD YADAV**

For & On behalf of the Principal

(Office Seal)

Digitally signed by RAJENDRA PRASAD YADAV  
DN: c=IN, o=BHARAT HEAVY ELECTRICALS LIMITED,  
ou=BHEL / P5-PEM- Noida, postalCode=201301, st=Uttar  
Pradesh,  
serialNumber=5bc96556257e006bb08bd76eb8182251d5  
Date: 2021.07.19 12:13:36 +05'30'

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_

Witness: \_\_\_\_\_

(Name & Address) \_\_\_\_\_