

Buyers Specific Additional Terms & Conditions in addition to GTC

Item Name: "Lighting fixture with lamp" for NTPC North Karanpura Unit 3 Project (660 Mw)

Sl. No.	Terms	Description	Your confirmation
1.	Confirmation to compliance of General terms and conditions on GeM 4.0 (Version 1.5)	In addition to the terms & conditions mentioned in below table, General terms and conditions on GeM 4.0 (Version 1.5) or subsequent rules/policies issued by GeM shall be applicable against this enquiry. Kindly confirm same is acceptable to you.	
2.	Documents Checklist:	Kindly confirm that the following documents have been submitted along with your offer: 1. Pre-Qualification Requirements 2. Any other document as specified in " <u>Buyers Specific Terms & Conditions</u> " 3. Local Content certificate w.r.t. make in India 4. MSE certificate (if applicable) 5. Clause wise Confirmation of Buyers Specific Additional Terms & Conditions in addition to GTC 6. Signed & stamped copy of GeM GTC 7. QAP 8. Technical offer /Details /Catalogue as applicable.	
3.	Pre-Qualification Requirements	The Pre-Qualification Requirements have been compiled and placed at ANNEXURE-1. All the bidders should ensure submission of complete details and documents as called for in these requirements. The Offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.	
4.	Evaluation criteria	Evaluation shall be done on total landed cost up to BHEL North karnapura Project site.	
5.	Price basis	Prices should be quoted on F.O.R. Destination basis including of freight, packing & forwarding charges, GST etc. Later on Price break up shall be submitted accordingly before ordering (in case L1 bidder will be emerged). Item to be supplied directly to 660 MW North Karanpura site. Bidder to Confirm that the prices will remain firm during the entire validity and execution of the Project. Please note that transit insurance of material shall be in BHEL scope only. Please quote your offer accordingly.	
6.	GST Rate	Please confirm the rates has been quoted inclusive of GST % as applicable for your offer.	
7.	BID TO RA	Opening of Price bid & RA shall be conducted for only those bidders who qualifies PQR and whose techno-commercial bid is acceptable to BHEL. RA will be done amongst 50% lowest priced technically qualified bidders as per GeM RA guidelines. Kindly accept.	
8.	Delivery	You are requested to offer your best possible delivery in number of weeks/ months from the date of Purchase Order/documents approval. BHEL reserve right to reject offer of the bidders not meeting BHEL's delivery requirement.	
9.	Engineering Document/ Document approval	Drawings/Data sheets/Documents/Type Test/ Quality Plan etc. as called for in the specifications shall be submitted for approval to BHEL for BHEL/customer approval within 07 days of purchase order. Any delay in delivery on account of late submission of drawings shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 07 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis.	
10.	MDCC clause	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of	

		BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.							
11.	Quality Requirements	TESTING AND CERTIFICATION IS REQUIRED AS PER BHEL ORDERING DRAWING/DOCUMENTS & SPECIFICATIONS. PL CONFIRM.							
13.	Guarantee	Please confirm that, items shall be guaranteed for a minimum period of 18 months from the date of supply.							
		Supplier shall be responsible for free replacement of defective equipment / material at our site. Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.							
14.	Manufacturing clearance and sequence of supply	In case of ordering, vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. No manufacturing is to be started without getting clearance from BHEL. Kindly confirm. Vendor to supply material as per priority/sequence provided by BHEL after placement of PO. Kindly confirm.							
16.	Make in India & MSE Purchase Preference guidelines:	Self-certification from vendor is required to submit for “Make in India” in term of local content. Purchase preference to class-1 local supplier over class2 & non local supplier shall be applicable as per PPP-MII Order No. P-45021/ 2/ 2017-PP (BE-II) dtd. 04/06/2020 of Govt of India. Purchase preference shall be given as per applicable Make in India guidelines and as per functionalities enabled on GeM portal.							
17.	Packing	Each item must be tagged with same description & Qty. as in Vendor Packing List. Kindly confirm.							
		Please ensure proper and sturdy packing suitable for handling at site or during transportation up to site in healthy condition.							
18.	Penalty / LD Clause	LD shall be as per clause no. 15 (iii) of General terms and conditions on GeM 4.0 (Version 1.5 OR as latest as available before PO placement).							
		The date of LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.							
19.	Payment Terms	The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) as per the below details:							
		<table><tr><th>Type of Bidder</th><th>Payment Terms (Number of Days)</th></tr><tr><td>Micro & Small Enterprises (MSEs)</td><td>45 days</td></tr><tr><td>Medium Enterprises</td><td>60 days</td></tr><tr><td>Non MSME</td><td>90 days</td></tr></table> Subject to submission of non-discrepant documents.	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME
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20.	Quantity Variation	BHEL reserves the right to cancel tender or reject any or all the quotations without assigning any reasons thereof. BHEL also reserves the right to Increase or decrease the tendered quantities or quantity of individual material code may be dropped as a whole also. Vendors should be prepared to accept order for reduced Quantity without any extra charges. Vendor should also be prepared for giving discount in case of Increase in Quantity. Vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. In case ordered quantity is reduced at the time of manufacturing clearance, then payment shall be made accordingly as per decreased quantity. Kindly confirm.							

21.	Risk Purchase	In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfilment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law. Kindly confirm.	
22.	Action against Bidders / vendor / supplier / contractor in case of default	In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc. Suspension of Business Dealings could be in the form of “Hold” or “Banning” a supplier/ contractor or a bidder and shall be as per “Guidelines for Suspension of Business Dealings with Suppliers/ Contractors” available at BHEL’s website “https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors”	

SPECIAL NOTE FOR BIDDERS:

Following documents are an integral part of this tender enquiry and endorsed copies of these documents (duly signed and stamped on each page, as a token of acceptance) are to be uploaded along with offer on GeM procurement portal.

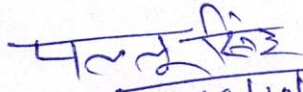
1. Please submit signed & Stamped copy (each page) of duly filled of confirmation column of “Buyers Specific Terms & Conditions (Annexure-B)” and its clause wise supporting documents where required.
2. Please submit signed & stamped copy (each page) of **PQR documents with proper filled information and related supporting documents as mentioned in PQR.**
3. Signed & stamped copy of GeM GTC
4. Signed and stamped copy of specification 418104D6008.

Pre-Qualification Requirements (PQR) for Lighting fixtures with lamp

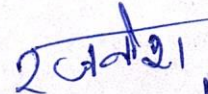
Material code no. W96415211048

- 1) Bidder shall be manufacturer or supplier of lighting fixture with lamp. Vendor to provide supporting document for the same
- 2) The Vendor should have supplied lighting fixture with lamp of total PO value of Rs 2 lacs in last 7 years from date of enquiry
In support of point 1) and 2) vendor to provide PO copies (Value of any one PO shall not be of less than Rs 40 thousand for calculation of total PO value of Rs 2 lacs.)
- 3) Bidder shall confirm to abide by relevant national standard (where applicable) for each item
- 4) Bidder to confirm to supply all items covered in Specification. Bidder shall clearly specify details of each item in their offer.
- 5) Completing items against each item shall be part of supply. Bidder to confirm.

Prepared by


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Mgr/ CIE 12/10/22

Approved by


Rajnish Gupta
AGM/ CIE 12/10/22

Annexure 418104D6008 Rev00
Specification of Lighting fixture
[Mat Cd. W96415211048]

Common Requirements: -

- 1) Vendor shall provide COC or manufacturer's test report to establish healthiness of item.
- 2) Packing: The packing shall be adequate to withstand loading/ unloading jerks and transit movement by rail/ road.
- 3) Guarantee/ Warranty- The items shall be guaranteed for a minimum period of 18 months from the date of supply.

BOQ FOR LIGHTING FIXTURE

S.NO	ITEM DESCRIPTION	TYPE	QUANTITY	UNIT
1	BAJAJ 13371 BZSLO 18W	DHI	2	SET
2	BAJAJ 13685 BZRSLL 36W LED (600X600)	FR1	13	SET
3	MIRROR LIGHT	FM1	1	SET
4	BAJAJ BTI 228 T5	FC1	3	SET
5	BAJAJ BTIR 128 T5	FB1	2	SET
6	BAJAJ BTIE 228 T5	FA1	60	SET
7	BAJAJ BJVWIS 150 SV	SW1	272	SET
8	BAJAJ BJFL 400 SV T S	SF2	55	SET
9	BAJAJ BGEMF 70 SV T	SF1	21	SET

NOTE 1. IF SOME TYPE OF FIXURE IS OBSOLETE, VENDOR TO OFFER EQUIVALENT BAJAJ MAKE LIGHTING FIXTURE WITH LAMP (OF SIMILAR TYPE).

2. EQUIVALENT LIGHTING FIXTURE WITH LAMP SHALL BE CLEARLY MENTIONED IN THE OFFER.