

**Buyers Specific Additional Terms & Conditions (ATC)**

**Item Name: "Lighting fixture with Lamp"**

Project-NTPC North Karanpura Unit 3 Project (660 Mw)

Sl. No.	Terms	Description	Your confirmation
1.	<b>Confirmation to compliance of the GeM GTC</b>	In addition to the terms & conditions mentioned in below, General terms and conditions on GeM 4.0 (Version 1.9) or subsequent rules/policies issued by GeM shall be applicable against this enquiry. Kindly confirm the acceptance of conditions of GeM GTC (latest version) as available/applicable.	
2.	<b>Documents Checklist:</b>	Kindly confirm that the following documents have been submitted along with your offer: 1. Supportive documents/PO copies as per BHEL PQR. 2. Technical offer of bidder/Details /Catalogue of offered model or Make. 3. Endorsement of BHEL specs/BOM etc. 4. MII Local Content certification in prescribed(enclosed) format. 5. Valid MSE/UAM certificate (if any) 6. Any other document as specified in " <b>Buyers Specific Terms &amp; Conditions</b> " 7. New vendor may please arrange to furnish the contact detail such as official email ids, mobile no of contact person & factory/works address etc. 8. EMD submission proof (if, applicable)	
3.	<b>Pre-Qualification Requirements</b>	Pre-Qualification Requirements is enclosed. All the bidders should ensure submission of complete details and documents as called for in the requirements of tender. 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.	<b>Evaluation criteria</b>	Evaluation shall be done on the basis of total landed cost up to BHEL North Karanpura Project site i.e inclusive of the material cost, packing charges, freight, GST, duties & insurance etc.	
5.	<b>Price basis</b>	Prices should be quoted on FOR destination basis with GST on GeM portal. please confirm Later on Price break up shall be submitted accordingly before ordering (in case L1 bidder will be emerged). Bidder to Confirm that the prices will remain firm during the entire validity and execution of the Project.	
6.	<b>EMD submission clause/ exemption condition of EMD</b>	EMD of Rs 40,000 is applicable. Proof of EMD submission details must be uploaded on the e-procurement (GeM) portal. Please confirm.  The EMD should be submitted in the form of demand draft / Pay Order. The Drafts shall be drawn in favor of "BHEL Hardwar". & the same may be sent to following address  <b>To, The Head of Material Management, Heavy Electrical Equipment Plant, Bharat Heavy Electricals Limited, Haridwar-249403 (Uttarakhand), India.</b>  <b>EMD in form of e- payment is also acceptable. For E-Payment, the RTGS details are as mentioned below:</b> STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE: 249403 SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586  <b>Bidders already registered at BHEL Hardwar (i.e. PMD Vendors) for this package are exempted from submission of EMD. MSE suppliers /State Government PSU/Central Government PSU are exempted for submission of EMD. Micro and Small Enterprises (Registered under SSI, NSIC, Khadi Board, DIC etc.) are also exempted from submission of EMD.</b>	

7.	Offer validity	Please confirm that the validity of the offer shall be valid for 180 days from opening of Techno-Commercial offers/tender due date.	
8.	TRANSIT INSURANCE	Please note that transit insurance will be in BHEL scope. Please quote your offer accordingly.	
9.	BID TO RA	Opening of Price bid & RA shall be conducted for only those bidders who qualify PQR and whose techno-commercial bid is acceptable to BHEL. During RA on GeM, H-1 bidder will be eliminated.	
10.	Technical requirements	Please confirm to comply the following technical requirements- 1. submission of documents in line of PQR requirements. 2. Bill of quantity & specification doc 418104D6008Rev00 attached	
11.	Delivery period	You are requested to offer your best possible delivery in number of <b>weeks/ months</b> from the date of PO/final documents approval.	
		BHEL reserve right to reject offer of the bidders not meeting BHEL's delivery requirement.	
12.	Engineering Document/ Document approval	Drawings/Data sheets/Documents/Quality Plan etc. as called for in the specifications shall be submitted for BHEL/customer approval within 30 days of purchase order. Any delay in submission of documents shall be in vendor account. BHEL will arrange the approval of such documents within 30 days after receipt as complete in all respect.	
13.	Quality Requirements	VENDOR SHALL PROVIDE COC OR MANUFACTURER'S TEST REPORT TO ESTABLISH HEALTH OF TEM. PLEASE CONFIRM	
		TESTING AND CERTIFICATION IS REQUIRED AS PER BHEL ORDERING DRAWING/DOCUMENTS & SPECIFICATIONS. PL CONFIRM.	
14.	MDCC clause	For arranging MDCC/dispatch clearance, vendor to submit COC/internal test reports for BHEL review. dispatch clearance shall be issued by BHEL subject to found the COC/reports in line of ordering documents, Material shall be dispatched by vendor within 7 days from getting the clearance of BHEL. In case of any delay on account of BHEL/customer in issuance of MDCC, delivery shall be extended by no. of days in excess of 7 days. Please confirm	
		Material shall be dispatched only after obtaining the MDCC/dispatch clearance of BHEL. Please confirm	
14.	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.	
15.	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.	
16.	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.	
17.	Penalty / LD Clause	In case of delay in supply of material beyond the agreed contractual delivery, Penalty for Late Delivery would be applicable @ 0.5 % of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. The date of LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes. pl confirm.	
		In case of any deviation to the above penalty clause, BHEL reserves the right to load the offers to the extent to which it is not agreed by vendors (at offered value).	

18.	Payment Terms	The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) as per the below details:									
		<table><tr><td>Type of Bidder</td><td>Payment Terms (Number of Days)</td></tr><tr><td>Micro &amp; 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>	Type of Bidder	Payment Terms (Number of Days)	Micro & Small Enterprises (MSEs)	45 days	Medium Enterprises	60 days	Non MSME	90 days	
		Type of Bidder	Payment Terms (Number of Days)								
		Micro & Small Enterprises (MSEs)	45 days								
		Medium Enterprises	60 days								
Non MSME	90 days										
Subject to submission of non-discrepant documents.											
19	Submission of Bill & Bank Charges	Vendor to confirm that the bank charges shall be either side in case documents for payment shall be submitted through bank i.e your bank charges to you and our bank charges to us. Please confirm									
		Please confirm, in case document for payment to be submit direct to BHEL.									
20	PVC clause	No PVC (price variation) shall be applicable in the case, as, case shall be processed with firm (fix) prices only. Same has been mentioned in tender terms & conditions.									
21.	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.									
22.	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.									
23	Arbitration/settlement of disputes clause	In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar. The proceedings shall be conducted in English. The Governing law of contract shall be the substitutive law of India.									
24.	Action against Bidders, 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 <a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">“https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors”</a>									

**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

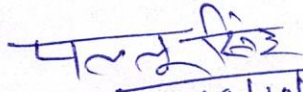
- NOTE
1. IF SOME TYPE OF FIXTURE IS OBSOLETE, VENDOR TO OFFER EQUIVALENT BAJAJ MAKE LIGHTING FIXTURE WITH LAMP (OF SIMILAR TYPE).
  2. EQUIVALENT LIGHTING FIXTURE WITH LAMP SHALL BE CLEARLY MENTIONED IN THE OFFER.

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

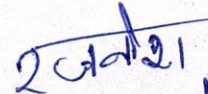
Material code no. W96415211048

- 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

  
Pallu Singh  
Mgr/ CIE  
12/10/22

Approved by

  
Rajnish Gupta  
AGM/ CIE  
12/10/22

## **Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s \_\_\_\_\_(supplier name) are local supplier meeting the requirement of minimum local content (50%) as defined in above orders for the material against Enquiry No. \_\_\_\_\_

Details of location at which local value addition will be made is as follows:

\_\_\_\_\_

\_\_\_\_\_

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier