



Bharat Heavy Electricals Limited
Power Sector Southern Region
690, Anna Salai, Nandhanam, Chennai 600 035

NOTICE INVITING TENDER
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES
OR
PURCHASE TENDERS FROM THIS OFFICE ALSO

Dear Sir/Madam

Sub : NOTICE INVITING TENDER

On line - Sealed offers in two part bid system are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-I) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SNO	ISSUE	DESCRIPTION
1.0	TENDER NO	BHEL/PS/PUR/ENQ:19:PS:0005:PUR:44
	TENDER DATE	04-Feb-2020
2.0	BROAD SCOPE OF JOB	SUPPLY, INSTALLATION, TESTING AND COMMISSIONING OF LED TYPE 30 METERS HEIGHT HIGH MAST LIGHT SYSTEM-8NOS AS PER BHEL TECHNICAL SPECIFICATION.

SNO	DESCRIPTION	PROJECT	LOT NO.	QUANTITY	UOM	DELIVERY DATE
1)	SUPPLY, ERECTION AND COMMISSIONING OF 30 METER HIGH MAST LIGHT SYSTEM WITH ALL ACCESSORIES AT SITE	NPCIL - ERECTION WORK AT KUDANKULAM POWER PROJECT	1	8	NUMBER	15-feb-20

3.0	DETAILS OF TENDER DOCUMENT					
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc				Applicable
b	Volume-IB	Special Conditions of Contract (SCC)				Applicable
c	Volume-IC	General Conditions of Contract (GCC)				Applicable
d	Volume-ID	Forms and Procedures				Not Applicable
e	Volume-II	Price Schedule (Absolute value).				Applicable
4.0	ISSUE OF TENDER DOCUMENTS	1. Sale from BHEL PSSR office at : Start Date: 04-Feb-2020, Time:1200hrs Close Date: 15-Feb-2020, Time:1300hrs 2. From BHEL website (www.bhel.com) Tender documents will be available for downloading from website till due date of submission				Not Applicable

Registered Office: BHEL House, Siri Fort, New Delhi-110049, India



5.0	DUE DATE & TIME OF OFFER SUBMISSION	Date: 15/02/2020 Time: 1400 hrs Place: ON LINE EPS (Bidders are requested to visit websites to view corrigendum/ addenda/ amendments/ extension/ modification to PQ etc in the form of TCN before submitting offer).	Applicable
6.0	OPENING OF TENDER	Date: 15/02/2020 Time: 1430 hrs (Within 2 hours of the latest due date and time of offer submission). Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender	Applicable
7.0	EMD AMOUNT		Not Applicable
8.0	SECURITY DEPOSIT		Not Applicable
9.0	COST OF TENDER		Not Applicable
10.0	LAST DATE FOR SEEKING CLARIFICATION	Date: 12/02/2020 Along with soft version also, addressing to undersigned & to others as per contact address given below	Applicable
11.0	SCHEDULE OF PRE BID DISCUSSION (PBD)	(In case BHEL decides to conduct PBD, date, time & venue of PBD will be intimated suitably thru TCN)	Not Applicable
12.0	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Not Applicable
13.0	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications ?View Corrigendums) and not in the newspapers. Bidders to keep themselves updated with all such information	

27.0 It may please be noted that guidelines/rules in respect of Suspension of Business Dealings', 'Vendor evaluation format', 'Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed."

Thanking You.

For Bharat Heavy Electricals



Agency	Contact Details
BHEL/PSSR/Chennai	Address
	690, Anna Salai, Nandhanam, Chennai 600 035
	Phone No
	044-24342458 / 28286875
	Fax No
	044-24328516
	Email
	selvanm@bhel.in

ENCLOSURES:

Form F-02	DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
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NIT Ref no: BHEL/PS/PUR/ENQ:19:PS:0005:PUR:44/44

Form F-25	POWER OF ATTORNEY
Volume-IA	Technical Specification and PQR
Volume-IB	SCC
Volume-IC	GCC
Volume-II	Price



TECHNICAL SPECIFICATION OF 30M HEIGHT LED TYPE HIGH MAST LIGHT SYSTEM

INCLUDING CIVIL FOUNDATION.

01. Supply of 30 Meters High Mast system with all accessories including but not restricted to the following.

- a) Mast shaft in two or three sections, hot dip galvanized and suitable for wind velocity as per IS 875 part 3.
- b) Head frame, steel wire rope of min, 6mm dia., double drum winch.
- c) Galvanized Lantern carriage arrangement suitable for 12 nos. 350 watts LED Luminarie with suitable capacity driver unit.
- d) Integral power tool installed inside base compartment for its operation.

02. Supply of 12 nos. 350 watts LED TYPE floodlight luminaires with 350 W lamps in each luminaire with required driver unit suitable for operation on 230V, 50HZ, A.C. supply.

03. Supply of twin dome aviation obstruction light with 2nos LED lamps. Make and details about the aviation obstruction light shall be furnished with the offer.

04. Supply of control panel housing control circuit for the operation of the mast, precision timer for automatic On/Off control and required controls for the power tool motor.

05. WINCH

The winch shall be of completely self-sustaining type, without the need for brake shoe, springs or clutches. Driving spindle of the winch shall be locked when not in use. The capacity, operating speed, safe working load, recommended lubrication and serial number of the winch shall be clearly marked on the winch.

The winch drum shall be grooved to ensure perfect seat for stable and tidy rope lay, with no chances of rope slippage. The rope termination in the winch shall be such that distortion is eliminated and at least 5 to 6 turns of rope remains on the drum even when the lantern carriage is fully lowered and rested on the rest pads. If should be possible to operate the winch manually by a suitable handle in case of problem with electrically operated tool.

06. HEAD FRAME

The head frame, which is to be designed as a designed as a unit of the mast, shall be of welded steel construction, galvanized both internally and externally after assembly. The top pulley shall be of appropriate diameter, large enough to accommodate the stainless steel wire rope and the multicore electric cable. The pulley block shall be made of non-corrodible material, and shall be of die cast Aluminum Alloy. Pulleys made of synthetic Materials such as Plastic or PVC is not acceptable. Self-lubricating bearings and stainless steel shaft shall be provided to facilitate smooth and maintenance free operation for a long period. The pulley assembly shall be protected by a canopy galvanized internally and externally, close fitting guides and sleeves shall be provided to ensure that the ropes

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and cables do not get dislodged from their respective positions in the grooves. The head frame shall be provided with guides and stops with PVC buffer for docking the lantern carriage.

07. LANTERN CARRIAGE

A fabricated MS hot dip galvanized lantern carriage shall be provided for mounting of luminary arm assemblies. The diameter of the lantern carriage shall not be less than 1200 mm.

08. STAINLESS STEEL WIRE ROPES:

The High Mast shall have an optimally balanced system for raising and lowering of the luminaries. The suspension system shall be of non-corrodible stainless steel of AISI 316 or better grade. The stainless steel wire ropes shall be of suitable size, the central core being of the same material. The overall diameter of the rope shall not be less than 6 mm. Continuous length of stainless steel wire ropes shall be used in the system. There shall be no intermediate joints / terminations, either bolted or any other type, on the wire ropes.

09. ELECTRICAL SYSTEM, CABLE AND CABLE CONNECTIONS -

A suitable terminal box shall be provided at the base compartment of the high mast for terminating the incoming cable. The electrical connections from the bottom to the top shall be made by special trailing cable. Size of the cable shall be minimum 5 core 2.5 sq.mm. Copper. At the top there shall be weather proof junction box to terminate the trailing cable. Connections from the top junction box to the individual luminaries shall be made by using 3 core 1.5 sq.mm. Copper flexible PVC cables of reputed make. The system shall have inbuilt facilities for testing the luminaries while in lowered position. Also suitable provision shall be made at the base compartment of the mast to facilitate the operation of internally mounted, electrically operated power tool for raising and lowering of the lantern carriage assembly. The trailing cable of the lantern carriage rings shall be terminated by means of metal clad, multipoint plug and socket provided in the base compartment to enable easy disconnection when required.

The fitting and control gear boxes offered should be suitable for outdoor application and properly sealed to prevent rain water entry.

10. Luminaries and Lamps

The luminaire and lamp should be of Philips, Bajaj, GE, Wipro, Crompton Greaves, or any other equivalent make certified by ISI.

11. POWER TOOL FOR THE WINCH:

A suitable, high-powered, electricity driven, internally mounted power tool, with manual over ride shall be supplied for the raising and lowering of the lantern carriage for maintenance purposes. The speed of the power tool shall be to suit the system. The power tool shall be single speed, provided with a motor of the required rating. The power tool shall be supplied complete with suitable control. The capacity and speed of the electric motor used in the power tool shall be suitable for the lifting of the design load installed on the lantern carriage. The power tool mounting shall be so designed that it will be not only self-supporting but also aligns the power tool perfectly with respect to the winch

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spindle during the operations. Also, a handle for the manual operation of the winches in case of problems with the electrically operated tool shall be provided.

12. LIGHTING ARRESTOR:

One number heavy duty hot dip galvanized lighting spike rod shall be provided for each mast. The lightning spike rod shall be minimum 1.2 M in length and shall be provided at the centre of the head frame. It shall be bolted solidly to the head frame to get a direct conducting path to the earth through the mast.

13. AVIATION OBSTRUCTION LIGHTS:

Suitable Aviation Obstruction Lights of reliable design and reputed manufacturer shall be provided on top of each mast.

14. EARTHING:

Two numbers of Earth bits shall be provided as per IE. Suitable earth terminals shall be provided at a convenient location on the base of the Mast for lighting arrester earthing and electrical earthing of the mast including Earth Links up to each Earth Pits, earthing of pillar box, control panel, Mast shaft and luminaires etc...should be provided.

15. CONTROL PANEL:

Incoming TPN Switch Fuse Unit with HRC fuses or MCCB of suitable current rating, incoming / outgoing terminals and control for the power motor, suitable digital timer of reputed make, with necessary contactors, wiring. For ON/OFF control of the lamps shall be provided in the control panel.

16. RESTING STOPPERS:

Necessary arrangements shall be made to rest the lantern carriage on the stoppers in lowering position. The stoppers should be capable of withstanding the mast weight.

17. CIVIL FOUNDATION:

Construction of civil foundation with suitable grade concrete for the High mast Light system considering the safe sail bearing capacity of **SBC-25 T and AVERAGE WIND SPEED - 45KM / Hr for KUDANKULAM SITE** is also in the scope of Vendor.

NOTE: VENDOR HAS TO FURNISH TECHNICAL DATA SHEET, MANUFACTURER QUALITY PLAN, BOQ, ELECTRICAL, CIVIL FOUNDATION AND GA DRAWINGS FOR BHEL APPROVAL ALONG WITH THEIR OFFER.


M.LAZAR

Senior Engineer / Facility Engineering
Bharat Heavy Electricals Ltd., PS-SR
Periyar EVR Building, 690, Anna Salai,
Nandanam, Chennai - 600 035.


BUSHKALAINATHAN B

प्रबंधक / सुविधा अभियंत्रिकी
Manager / Facility Engineering
बी.एच.ई.एल.पी.एस.एस.आर / BHEL - P.S.S.R.
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690, Anna Salai, Nandanam, Chennai - 600 035.

PRE QUALIFICATION CRITERIA FOR 30M LED TYPE HIGH MAST LIGHT SYSTEM

INDENT NO: IND: 19: PS: 0005: FEX: 15, DATED: 06.12.2019

BIDDER SHALL MEET ALL THE FOLLOWING REQUIREMENTS

- MINIMUM 2 NUMBERS OF 30 MTRS OF LED TYPE HIGH MAST LIGHT SYSTEM AS PER TECHNICAL CUSTOMER SPECIFICATION SHOULD HAVE BEEN MANUFACTURED AND SUPPLIED BY OEM OR SUPPLIED BY THEIR APPROVED AGENCIES ANY WHERE IN INDIA DURING THE LAST 5 YEARS.
- PERFORMANCE CERTIFICATE OF AT LEAST TWO NUMBERS OBTAINED FROM THE PREVIOUS CUSTOMER TO BE FURNISHED BY THE BIDDER. THE CERTIFICATE SHALL BE IN ENGLISH DULY SIGNED AND STAMPED BY CONCERNED CUSTOMER.



बुशकलैनथन बी
BUSHKALAINATHAN B
प्रबंधक / सुविधा अभियंत्रिकी
Manager / Facility Engineering
बी.एच.ई.एल.-पी.एस.एस.आर / BHEL - P.S.S.R.
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SR. ENGINEER/FEX

M.LAZAR

Senior Engineer / Facility Engineering
Bharat Heavy Electricals Ltd., PS-SR
Periyar EVR Building, 690, Anna Salai,
Nandanam, Chennai - 600 035.

SPECIAL TERMS AND CONDITIONS

OPEN TENDER ref: ENQ:19:PS:0005:PUR:44 DT:04-02-2020 DUE ON: 15-02-2020 for the Supply Erection, Testing and Commissioning of 30 Mtr Height High Mast Light System at BHEL Site Offices, 2x1000MW KKNPP, KUDANKULAM Project, TAMILNADU- 627106.

1. This is an E-tender floated online through our E-Procurement Site <https://bhel.abcprocure.com> The bidder should respond by submitting their offer online only in our e-Procurement platform at <https://bhel.abcprocure.com> (For e-procurement assistance & training, bidders may contact e-Procurement Technologies Ltd, Ahmedabad.

Contact Person: BHEL Support Team Ahmedabad –

Cell : +91-79-40270590, Phone Nos: +91-79-68136819/809/862/867/823/872/842

e-Mail : bhel.support@abcProcure.com Offers are invited in two-parts only. No Hard copy bid or bids through email/ fax shall be accepted. Bids shall be submitted as described

DOCUMENTS TO BE UPLOADED & MODALITY OF UPLOADING:**TECHNICAL OFFER:**

1. Manufacturers Quality Plan (To be attached in Attachment section)
2. PQR Pre-qualifying documents with all credentials ie Previous Purchase orders and their connected Invoices, waybill, Performance Certificates obtained from the Previous customers, etc (To be attached in Attachment section)
3. NODEVIATION CERTIFICATE in Letter Head (To be attached in Attachment section)
4. Scanned copy of TECHNICAL DATA SHEET, SPECIFICATION, BOQ, Electrical, Civil Foundation & General Arrangement Drawings (To be attached in Attachment section)
3. Scanned copy of Entire tender documents signed & stamped in each page by authorized representative of the bidder except price bid (To be attached in Attachment section).
4. Scanned copy of Techno-Commercial Offer (To be attached in Attachment section)
5. Duly filled all annexures (To be attached in Attachment section).
6. Unpriced RATE SCHEDULE (To be attached in Unpriced bid Attachment section).
7. Scanned Copy of Power of Attorney document as per Tender
2. The Total PRICE Quoted should be on FOR DESTINATION and FIRM till the Completion of the Order. No revision in rate shall be entertained after opening of the tenders. Rates quoted shall be inclusive of all taxes and all charges on LAB Testing of chemicals on FOR Destination basis. Supplier should furnish all GST details separately in their offer / invoice, for BHEL to avail GST CREDIT benefits. The GST value will be deducted while comparing your offer to arrive L1 status.
3. **Goods and service Tax (GST) & Cess**
 - 3.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
 - 3.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return.
 - 3.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will as below:

BHEL GSTN - 33AAACB4146P2ZL

NAME & ADDRESS – BHEL PSSR SITE OFFICE, 2x1000MW KKNPP UNIT #3&4-TG PACKAGE
KUDANKULAM, P.O.RADHAPURAM, TAMIL NADU-627106, INDIA



- 3.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 3.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 3.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 3.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 3.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 3.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 3.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL
- 4. All taxes and duty other than GST & Cess.**

The contractor shall pay all (save the specific exclusions as enumerated in this contract) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.
- 5. Statutory Variations**

Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.
- 6. New Taxes/Levies –**

In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.
- 7. Direct Tax**

BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.

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

In case of delay in receipt of materials at the delivery point, for reasons not attributable to BHEL, the Purchaser will levy LD, if time extension and PO amendment is not issued. The vendor should request Purchaser for amendment to PO for time extension if reasons are not attributable to him before submission of invoice

Based on delivery conditions, following LD clauses shall be operated

- a) LD shall be 0.5% of the total order value per week of delay or part thereof subject to a maximum of 10% of the total order value.
 - b) In case of staggered delivery schedule, LD shall be 0.5% of the undelivered portion per week of delay or part thereof subject to a maximum of 10% of the total order value. However, even if a staggered delivery schedule for Capital Machine/ BOPs is agreed, the LD cap will be levied on total order value and not undelivered portion of the order value
 - c) In case of any amendment/revision, the LD shall be linked to the amended/revised PO value
- 9. SPLITTING THE ORDER:** BHEL have the rights to place orders on Item wise or Package wise or more than one Vendor.
- 10.** For this procurement, Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017 & 28.05.2018 and subsequent Orders issued by the respective Nodal Ministry shall be applicable event if issued after issue of this NIT but before finalization of contract/PO/WO against this NIT. In the event of any Nodal Ministry prescribing higher or lower percentage of Purchase preference and/or local content in respect of this procurement, same shall be applicable.
- 11. SUSPENSION OF BUSINESS:** It may be noted that guidelines / rules in respect of 'Suspension of Business dealings', 'Vendor evaluation format', Quality, Safety & HSE guidelines', etc may undergo change from time to time and the latest one shall be followed.
- 12.** The offers of the bidders who are on the banned list as also the offer of the bidders, who engage the services of the banned firms, shall be rejected. The list of banned firms is available on BHEL web site "<http://www.bhel.com> → tender notification".
- 13. FRAUD PREVENTION POLICY:** "The bidder along with its associate/collaborators/sub-contractors /consultants/service providers shall strictly adhere to BHEL. Fraud prevention policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about fraud or suspected fraud as soon as it comes to their notice."
- 14.** BHEL reserves the right to go for REVERSE AUCTIONING (RA) instead of opening the online / sealed price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. As bidders to give their acceptance for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA. Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com). The bidders have to necessarily submit online sealed bid less than or equal to their price bid already submitted to BHEL along with the offer. The online / sealed price bid of successful L1 bidder in RA, if conducted, shall also be

opened after RA and the order will be placed on lower of the two bids (RA closing price & online / envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates. If it is found that L1 bidder has quoted higher in online sealed bid in comparison to online/envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect.

However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).” As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid’:

“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL” Non-submission of ‘online / sealed bid’ by the bidder will be considered as tampering of the tender process and will invite action by BHEL as per extant guidelines in vogue.

Reverse Auction is the type of auction typically conducted to buy goods / items over Internet in which the lowest price bidder wins. In case, the bidders are willing to know further details about the methodology, they may please contact Sr.MANAGER /Purchase, BHEL, PSSR Chennai 35.

However, if reverse auction process is not adopted or is unsuccessful as defined in the RA rules/procedures, or for whatsoever reason, then the Online / sealed ‘PRICE BIDS’ will be opened for deciding the successful bidder. BHEL’s decision in this regard will be final and binding on bidder. Bidders are requested to note that the accepted / agreed tender terms (technical, commercial or on Reverse Auction) in their original offer cannot be altered / withdrawn by their own during

15. Authorization of representative who will participate in the on line reverse auction process;
 - i. Name and designation of official.
 - ii. Postal Address (Complete).
 - iii. Telephone Nos. (Both Land line & Mobile).
 - iv. FAX No E-mail address.
 - v. Name and Place /State/Country, where from he will participate in the reverse auction.
16. **PAYMENT TERMS:** 90% Payment will be released within 30 days after the receipt of materials and on submission of SRV issued by the Consignee. And balance 10% payment will be released after the completion of the contract and against submission of commissioning certificate issued by the Consignee.
17. Vendor should submit their offer along with the Copy of Manufactures Test Certificate, Calibration Certificate, Guaranty /Warrantee Certificate, Copy of Previous Purchase orders, Performance Certificates obtained from the Previous customers if any, etc
18. Delivery Period: After Inspection clearance, the Materials shall be delivered within 6 weeks from the date of receipt of PO or within 10 days from the date of dispatch clearance from BHEL whichever is later. CIVIL FOUNDATION, ERECTION and COMMISSIONING shall be Completed within 30 Days from the Date of receipt of BHEL Site Clearance.

19. Special Instructions:

- (a) Inspection will be carried out by BHEL authorized TPIA (Third Party Inspection Agency) at Supplier works. To carry out the inspection the Supplier is requested offer Inspection call well in advance along with BHEL approved QAP. Drawings and to arrange the item with all Testing arrangements etc. and detailed inspection plan.
- (b) Vendor has to submit their offer along with the Copy of BOQ, Electrical ,Civil foundation and General arrangement drawings, QAP, Manufacturers Test Certificate, Detailed specification, Product Catalogues, Performance Certificates obtained from the Previous customers, etc.
- (c) Inspection /Test Report and Guarantee/Warranty Certificate to be furnished along with supply
- (d) Please refer to the instructions to Tenders regarding Terms & Conditions as applicable to this Enquiry, which is enclosed.
- (e) Please seek all the clarifications, if any, before quoting and submit a " NO DEVIATION CERTIFICATE" Agreeing to all terms and conditions.
- (f) Offer validity should be 90 days from the date of opening of Tender.
- (g) Scanned Copy of Power of Attorney document as per Tender

- 20. Tender Conditions for MSE supplier:** MSE suppliers can avail the intended benefits only if they submit the following documentary evidence/Govt. Certificate etc. in support of the same along with their techno-commercial offer:

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

1) IF L-1 BIDDER IS OTHER THAN Micro and Small Scale Enterprises (MSEs).

- a) In tender, participating Micro and Small Scale Enterprises (MSEs) quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a MSE and such MSE shall be allowed to supply up to 25% of total tendered value. In case of more than one such MSE (L1+15%), L-3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices..
- b) Total tendered quantity shall be divided as follows:
In the ratio of 75 : 18.75 : 6.25 (if L-1 bidder is non MSE), where 75% order will be placed on L-1 bidder, 18.75% on MSE and 6.25% on MSE (owned by SC/ST) subjected to following conditions:
 - I. MSEs Matches L-1 price.
 - II. If no MSE owned by SC/ST has participated in the tendering process, portion earmarked (6.25%) will be awarded entirely to other MSE (not owned by SC/ST) i.e. total 25% will be awarded to them. In case of tender item is non-splitable or non dividable, etc. MSE quoting price within price band L1+15% may be awarded for full/complete supply of total tendered value to MSE.
- c) If no MSE matches the L-1 price, then entire order shall be awarded to L-1 bidder.

- 2) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (NOT OWNED BY SC/ST).** In tender, participating MSEs, owned by SC/ST, quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price. MSE (owned by SC/ST) shall be allowed to supply up to 25% of total tendered value/quantity. In case of more than one such MSE (L1+15%), L3 onwards bidders will be given opportunity to match the L-1 prices, provided their predecessors in terms of Price standing refuses to match L-1 prices.

3) IF L-1 BIDDER IS Micro and Small Scale Enterprises (MSEs) (OWNED BY SC/ST).

100% order will go to the L-1 bidder

- 4) Participating MSEs should be registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom and their ownership is established in case they are claiming the portion earmarked for MSEs owned by SC/STs.
- 5) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- 6) Bidder who is claiming 6.25% of the quantity earmarked for MSEs owned by SC/STs are required to submit the documentary evidence to establish the ownership of MSE firm.
 - a) In case of proprietary MSE, proprietor(s) shall be SC/ST.
 - b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
 - c) In case of Private limited companies, at least 51% share shall be held by SC/ST promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.
- 7) Minimum of 3% reservation for women owned MSEs within the above mentioned 25% reservation shall be applicable. Bidder who is claiming 3% of the quantity earmarked for Women entrepreneurs are required to submit the documentary evidence to establish the ownership of MSE firm owned by Women entrepreneurs.
 - a) In case of proprietary MSE, proprietor(s) shall be a Women.
 - b) In case of partnership MSE, the Women partners shall be holding at least 51% shares in the unit.
 - c) In case of Private limited companies, at least 51% share shall be held by Women promoters. Bidder should also mention the same in their techno-commercial bid. After opening of Price bids no such claim shall be entertained.

Note: All these preferences are applicable, subject to the submission of applicable certificates (i.e. District Industries Centers OR Khadi and Village Industries Commission OR Khadi and Village Industries Board OR Coir Board OR National Small Industries Corporation OR Directorate of Handicrafts and handloom OR Udyog Aadhaar Memorandum OR any other body specified by Ministry of Micro Small and Medium Enterprises). **Declaration of UAM number on CPPP portal is mandatory for MSE bidders to enjoy the benefits as per Public Procurement Policy for MSEs order 2012 for tenders invited electronically through CPPP only**

- 8) MSE suppliers can avail the intended benefits only if they submit along with offer, attested copies of either ENTREPRENEUR MEMORANDUM PART II certificate having deemed validity (Five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or ENTREPRENEUR MEMORANDUM PART II certificate along with CA certificate (Format enclosed as per MSE Annex - I) applicable for the year, certifying quantum of investment in plant and machinery within the permissible limit as per the act for relevant status (Micro or small) where the deemed validity of ENTREPRENEUR MEMORANDUM PART II is over. Date to be reckoned for

determining the deemed validity will be the last date of technical bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents.

Type under MSME	SC/ST owned	Women owned	Others
Micro			
Small			
Medium			

However credentials of all MSE suppliers will be verified before considering the intended benefits for MSE suppliers as per above clause (Public procurement policy 2012 and MSMED act 2006) at time of tender evaluation. " Non submission of such documents will lead to consideration of their bids at par with other bidders and MSE status of such suppliers shall be shifted to Non MSE supplier till the supplier submits these documents".

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

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

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

21. DESCRIPTION OF ITEMS & CONSIGNEE ADDRESS:

Sl.No	DESCRIPTION OF ITEM	Qty in Nos	
1	Supply, Erection, Testing and Commissioning of 30 Mtr Height High Mast Light System with all accessories including Civil Foundation and Earthing at site	8	SITE INCHARGE, BHEL PSSR SITE OFFICE, 2x1000MW KKNPP UNIT #3&4-TG PACKAGE, KUDANKULAM, P.O. RADHAPURAM, TAMIL NADU-627106, INDIA

22. Commitment, performance of the contract and punitive action thereof:

22.1 Commitment by BHEL:

BHEL commits to take all measures necessary to prevent corruption in connection with the tender process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

22.2 Commitment by Bidder / Supplier / Contractor:

- 22.2.1 The bidder / supplier / contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.

- 22.2.2 The bidder / supplier / contractor 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 and shall adhere to~~ relevant guidelines issued from time to time by Govt. of India/ BHEL.
- 22.2.3 The bidder / supplier / contractor will perform / execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business / money / reputation, to BHEL. If any bidder / supplier / contractor during pre-tendering / tendering / post tendering / award / execution / post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the price or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder / supplier / contractor as per extant guidelines of the company available on www.bhel.com and / or under applicable legal provisions.

All the bidders are requested to note that all the errata / technical clarifications / corrigendum / extension etc. shall be published in website, <https://bhel.abcpurchase.com> www.bhel.com & <http://eprocure.gov.in> . As such, all the bidders are requested to be in continuous touch with these websites.

SIGNATURE & OFFICE SEAL OF THE TENDERER

TECHNO COMMERCIAL

SL.NO	Description	Mandatory Vendor Confirmation
1	Comply to Supply, Erection, Testing and Commissioning of 30 Mtr Height High Mast Light System -08 Nos with all accessories including Civil foundation and earthing at site as per Tender.	
2	Comply to offer the Materials for Inspection to carry out the Inspection at Supplier works by BHEL authorized TPIA (Third Party Inspection Agency) and to offer the Inspection call well in advance along with BHEL approved QAP. Drawings and detailed inspection plan.	
3	(a).Comply for Basic Price is Inclusive of Packing & Forwarding, Freight and Insurance Charges. (b). The Rates Quoted should be firm till the completion of the Order.	
4	NODEVIATION CERTIFICATE (to be attached with Letter Head)	
5	Whether falling under MSME category (Valid Certificate to be Attached)	
6	Scanned Copy of Entire Tender Documents Signed & Stamped in each page by authorized representative of the bidder except price bid (same to be attached).	
7	Comply to BHEL Payment Terms as per Tender	
8	Comply to Delivery Period: After Inspection clearance, the Materials shall be delivered within 6 weeks from the date of receipt of PO or within 10 days from the date of dispatch clearance from BHEL whichever is later. CIVIL FOUNDATION, ERECTION and COMMISSIONING shall be Completed within 30 Days from the Date of receipt of BHEL Site Clearance.	
9	Comply to 90 days Validity of Offer	
10	PQR Experience details with Document Proof ie,. Previous POs, Invoices, Order completion certificate (same to be attached).	
11	Comply to Submit Power of Attorney document as per Tender	
Other Charges (Which Attracts GST If any) in lump sum		
12		
13		

SL.NO	Description	Mandatory Vendor Confirmation
14	Sub Total (12+13) of Other Charges in %	
15	GST in %	
18	GST CREDIT PASSED ON TO BHEL in %	
19	GST Registration No & details (same to be attached)	
20	Comply to Participate in RA Contact Person Name, Phone Number etc	

SIGNATURE & OFFICE SEAL OF THE TENDERER

UN PRICED RATE SCHEDULE

Sl.No	DESCRIPTION OF ITEM	Qty in NOs (A)	RATE/ Unit (B)	Amount (Rs) C=(A*B)	GST (Rs) (D)	FOR DESTINATION PRICE E= (C+D)	NET OF GST PRICE F= (E-D)
01	Supply of 30 Mtr Height High Mast Light System with all accessories as per the Tender specification	8	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED
02	Erection, Testing and Commissioning of the above 30 Mtr Height High Mast Light System including Civil Foundation and Earthing as per the Tender Specification	8	QUOTED	QUOTED	QUOTED	QUOTED	QUOTED

SIGNATURE & OFFICE SEAL OF THE TENDERER

GENERAL TERMS AND CONDITIONS OF REVERSE AUCTION (RA)

Against this enquiry for the subject work, tender may be processed through Reverse Auction mode i.e., ON LINE BIDDING ON INTERNET. The General Terms and conditions of the RA shall be as follows:

1. For the proposed reverse auction, technically and commercially acceptable bidders only shall be eligible to participate
2. Those bidders who have given their acceptance for RA (quoted against this tender enquiry) will have to necessarily submit " on line sealed bid" in the RA. Non submission of "on line sealed bid" by the bidder will be consider as tampering of the tender process and will invite action by BHEL as per extent guide lines in vogue".
3. BHEL will engage the services of a service provider who will provide all necessary training and assistance before commencement of on line bidding on internet.
4. In case of reverse auction, BHEL will inform the bidders the details of Service Provider to enable them to contact & get trained.
5. "Business rules' like event date, time, bid decrement extensions etc., also will be communicated through service provider for compliance.
6. Bidders have to fax the Compliance form (annexure-IV) before start of Reverse auction. Without this the bidder shall not be eligible to participate in the event.
7. In line with the NIT terms, BHEL will provide the calculation sheet (eg., EXCEL sheet) which will help to arrive at "Total Cost to BHEL' like packing & forwarding charges, Taxes and duties, Freight charges, Insurances, Service Tax for services and loading factors (for non compliance to BHEL standard commercial terms and conditions) for each of the bidder to enable them to fill in the price and keep it ready for keying in during the Auction.
8. Reverse auction will be conducted on scheduled date & time.
9. At the end of Reverse Auction event, the lowest bidder value will be known on auction portal.
10. The lowest bidder has to Fax / e-mail the duly signed Filled-in prescribed format for price breakup including that of line items, if required (Annexure- VII) as provided on case-to-case basis to Service provider within two working days of Auction without fail.
11. In case BHEL decides not to go for Reverse Auction procedure for this tender enquiry, the price bids and price impacts, if any already submitted and available with BHEL will shall be opened as per BHEL's standard practice.
12. Bidders shall be required to read the "Terms and Conditions" section of the auction site of service provider, using the Login IDs passwords given to them by the service provider before reverse auction event. Bidders should acquaint themselves of the 'Business Rules of Reverse Auction" which will be communicated before the Reverse Auction.
13. If the bidder or any of his representative are found to be involved in price manipulation / cartel formation of any kind, directly or indirectly by communicating with other bidders action as per extant BHEL guidelines, shall be initiated by BHEL and the results of the RA scrapped / aborted.
14. The Bidder shall not divulge either his bids or any other exclusive details of BHEL to any other party.
15. In case BHEL decides to go for Reverse Auction procedure the H1 bidder(s) (whose quote is highest in online sealed bid) may not be allowed to participate in further RA process.

SIGNATURE & OFFICE SEAL OF THE TENDERER

ANNEXURE-I

Certificate By Chartered Accountant On Letter Head Of The C.A. FIRMTO WHOM SO EVER IT MAY CONCERN

This is to Certify that M/s
 (hereinafter referred to as 'company') having its registered office at
 is registered under MSMED Act 2006, (Entrepreneur
 Memorandum No (Part-II) dtd:..... ,
 Category: (Micro /Small)). (Copy enclosed).

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

1. For Manufacturing Enterprises: Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No.S.O.1722(E) dated October 5, 2006 :

Rs..... Lacs

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

Rs..... Lacs

(Strike off whichever is not applicable)

The above investment of Rs Lacs is within permissible limit of Rs..... Lacs for..... Micro I Small (Strike off which is not applicable) Category under MSMED Act 2006.

Or

The company has been graduated from its original category (Micro/ Small) (Strike off which is not applicable) and the date of graduation of such enterprise from its original category is (dd/mm/yyyy) which is within the period of 3 years from the date of graduation of such enterprise from its original category as notified vide 5.0. No. 3322(E) dated 01.11.2013 published in the gazette notification dated 04.11.2013 by Ministry of MSME.

Date:

(Signature)

Name-

Membership number -

Seal of Chartered Accountant

NO DEVIATION CERTIFICATE

I.....OF

M/s.HERE

BY CERTIFY THAT THERE IS NO DEVIATION FROM THE TENDER CONDITIONS EITHER TECHNICAL or
COMMERCIAL AND I AM AGREEING TO ALL THE TERMS AND CONDITIONS MENTIONED IN THE TENDER
SPECIFICATION.

SIGNATURE OF THE TENDERER

OFFICE SEAL

BHEL : PSSR : CHENNAI

DETAILS OF CONTRACTOR/SUPPLIER FOR E REMITTANCE OF PAYMENTS BY BHEL PSSR/CHENNAI

1 NAME & ADDRESS OF THE CONTRACTOR/SUPPLIER

2 BANK A/C NO

3 TYPE OF A/C (CC / CURRENT)

4 NAME OF THE BANK

5 NAME OF THE BRANCH

6 BRANCH CODE

7 BANKER'S ADDRESS

8 MICR NO

9 IFSC CODE

THE CONTRACTOR / SUPPLIER ,DULY ATTESTED BY THEIR BANKERS

FORMS & PROCEDURES
DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

Form No: F-02 (Rev 00)

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

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

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

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

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

Yours faithfully,

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

Date:

Enclosed : Power of Attorney

FORMS & PROCEDURES
POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT
AGREEMENT

Form No: F-25 (Rev 00)

POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT
AGREEMENT

(To be typed on non judicial Stamp Papers of appropriate value as applicable and Notarised)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr , whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, 690, Anna Salai, Nandhanam, Chennai-35 in connection with

..... vide Tender Specification No : _____,
dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director / CMD / Partner / Proprietor

Signature of Mr.....(Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness

Notary Public