

**PROFORMA FOR SUPPLYING NIT INFORMATION**

<b>Tendering Authority</b>	Addl. SE Operation & Maintenance Division, BBMB Kurukshetra, Tel No. 01744-220875
<b>Detail of Material</b>	Supply of 100 Watt LED based Flood Light suitable for outdoor switchyard illumination purpose at 220 KV Substation, BBMB Kurukshetra. ( As per Specification attached as Annexure-I.)
<b>Tender reference No.</b>	NIT No. 3/2016-17 BBMB Kurukshetra Dated 18.10.16
<b>Last date of issue of Tender Documents</b>	07.11.16 upto 17.00 Hours
<b>Due date/ Time for submission of Tenders</b>	08.11.16 upto 13.00 Hours
<b>Date/ Time of opening of Tenders</b>	08.11.16 at 15.30 Hours.
<b>Tender Fee</b>	Rs.1,000/- (Non-Refundable)
<b>Earnest Money Deposit</b>	Rs. 4800/- Only (Refundable)
<b>Address for communication</b>	Addl. SE O&M Divn. BBMB Kurukshetra - 136118 Tel No. 1744220875
<b>N.I.T. Details</b>	Attached.
<b>Date of posting on the Website</b>	
<b>Date of removal from the Website</b>	
<b>Category</b>	Lighting material

(Er.Vijay Singh)  
Addl.S E. O.& M Divn.  
BBMB, Kurukshetra

**BHAKRA BEAS MANAGEMENT BOARD (POWER WING)**

**NOTICE INVITING TENDERS**

<b>Name and date of tender</b>	NIT No. 3/2016-17 dated 18.10.16
<b>Name of Authorities Inviting Tender</b>	Addl. SE O&M Divn. BBMB Kurukshetra - 136118 Tel No. 1744220875
<b>Detail of Material</b>	Supply of 100 Watt LED based Flood Light suitable for outdoor switchyard illumination purpose at 220 KV Substation, BBMB Kurukshetra. (As per Specification attached as Annexure-I.)
<b>Last date of issue of Tender Documents</b>	07.11.16 upto 17.00 Hours
<b>Due date/ Time for submission of Tenders</b>	08.11.16 upto 13.00 Hours
<b>Date/ Time of opening of Tenders</b>	08.11.16 at 15.30 Hours.
<b>Website for details</b>	<a href="http://www.bbmb.gov.in">www.bbmb.gov.in</a>
<b>Total cost of the Material</b>	Rs. 4.77Lacs approximate
<b>Earnest Money to be Deposited</b>	Rs. 4800/- Only

(Er.Vijay Singh)  
Addl.S E. O.& M Divn.  
BBMB, Kurukshetra

**BHAKRA BEAS MANAGEMENT BOARD (POWER WING)**

N.I.T. No. 3/2016-17

Dated: 18.10.2016

Sealed Tenders are hereby invited by Addl. S.E./O&M Divn. BBMB, Kurukshetra for the purchase of following material as given below:-

Sr. No.	Detail of Material	Quantity	Estimated Cost	Earnest Money	Validity	Completion Period	Date of Opening of Tenders
1	Supply of 100 Watt LED based Flood Light suitable for outdoor switchyard illumination purpose at 220 KV Substation, BBMB Kurukshetra. As per Specification attached as Annexure-I.	40 Nos.	4.77 Lacs	Rs. 4800/-	90 days	3 Months	08.11.2016

1. Tender documents can be purchased against cash payment of Rs.1,000/- (Rs.One Thousand Only) (Non-Refundable) from the office of undersigned on any working day between 9:00 AM to 5:00 PM upto Dated 07.11.16 by cash or by Demand Draft drawn in favour of Sr. Accounts Officer (Payments) BBMB, Panipat payable on any scheduled Bank. The Tender documents can also be downloaded from BBMB website [www.bbmb.gov.in](http://www.bbmb.gov.in) The Tender/Quotation of only those tenderers will be entertained, who will purchase the tender documents well in advance and having pre-qualification specified at Sr. No. 2
2. **Pre qualification of the tenderer for getting the tender documents as follows:-**
  - a. Bidder should have experience for supply of LED Based lighting bulbs/ fixtures (indoor /outdoor) of any capacities to any of the Central/ State Govt. Departments/ Agencies/ Project Owners of atleast cost of 50% of tender's value or more than this. Bidder to submit information along with documents in support of their experience.
  - b. Request for issuance of tender forms must accompany documentary evidence in support of tenderer's i.e. copy of PAN number and TIN number.
  - c. Bidder shall submit the LM-79 & LM-80 test report in respect of offered material alongwith the tender documents.
3. Complete tender will be received up to 1:00 PM on the date of opening as mentioned above and will be opened on same day i.e. 08.11.16 at 3:30 PM in the office of the undersigned in the presence of contractors/ Tenderer's or their authorized representatives, who may wish to be present.
4. In case due date for the receipt/ opening of the tenders happens to be a holiday, the Tenders will be received/ opened on the next working day.
5. The department reserves the right to reject any or all Tender(s) without assigning any reasons.
6. Specially, the tenderer shall mention the make of the offered material in the tender.

(Er.Vijay Singh)  
Addl.S E. /O & M Divn.  
BBMB, Kurukshetra

## एन.आई.टी. का प्रोफॉर्मा

टेंडर जारी करने वाला प्राधिकारी	अति. अधीक्षण अभियन्ता, अनु. एवं परिचालन मण्डल, बी.बी.एम.बी. कुरुक्षेत्र - 136118 फोन न. 01744-220875
सामान का विवरण	220 के.वी. उप संस्थान बी.बी.एम.बी. कुरुक्षेत्र पर बाहरीस्वीच यार्ड में रोशनी उद्देश्य के लिए 100 वाट एलईडी आधारित फ्लड लाईट फिक्चर सप्लाय करने बारे।  ( समस्त विशेष विवरण अनुसंलग्नक -I में दर्शाय अनुसार )
टेंडर क्रमांकन	निविदा न. 3/2016-17, दिनांक 18.10.16
टेंडर जारी करने की अंतिम तिथि	07.11.16 upto 17.00 Hours
टेंडर देने की नियत तिथि व समय	08.11.16 upto 13.00 Hours
टेंडर देने की खुलने की तिथि व समय:	08.11.16 at 15.30 Hours
टेंडर फीस	रु 1000/- मात्र (Non-Refundable)
धरोहर राशी	रु 4800/- मात्र (Refundable)
पत्राचार का पता	अति. अधीक्षण अभियन्ता, अनु. एवं परिचालन मण्डल, बी.बी.एम.बी. कुरुक्षेत्र - 136118 फोन न. 01744-220875
निविदा विवरण	संलग्न
वेबसाईट पर जाने की तिथि	
वेबसाईट से हटाए जाने की तिथि	
श्रेणी	बिजली का सामान

(ई0 विजय सिंह)

अति. अधीक्षण अभियन्ता,  
अनु. एवं परिचालन मण्डल,  
बी.बी.एम.बी. कुरुक्षेत्र।

**भाखडा ब्यास प्रबंध बोर्ड (पावर विंग)**

क्रमांकन तथा तिथि	निविदा न. 3/2016-17, दिनांक 18.10.16
संबंधित कार्यालय का नाम	अति. अधीक्षण अभियन्ता, अनु. एंव परिचालन मण्डल, बी.बी.एम.बी. कुरुक्षेत्र - 136118 फोन न. 01744-220875
सामान का विवरण	220 के.वी. उप संस्थान बी.बी.एम.बी. कुरुक्षेत्र पर बाहरीस्वीच यार्ड में रोशनी उद्देश्य के लिए 100 वाट एलईडी आधारित फ्लड लाईट फिक्चर सप्लाइ करने बारे।  ( समस्त विशेष विवरण अनुसंगनक -I में दर्शाय अनुसार )
टेंडर जारी करने की अंतिम तिथि	07.11.16 upto 17.00 Hours
टेंडर देने की नियत तिथि व समय	08.11.16 upto 13.00 Hours
टेंडर देने की खुलने की तिथि व समय:	08.11.16 at 15.30 Hours
विवरण के लिए वेबसाईट	<a href="http://www.bbmb.gov.in">www.bbmb.gov.in</a>
सामान का कुल व्यय	रू 4.77 लाख (लगभग)
धरोहर राशि जो जमा करवानी है	रू 4800/- मात्र ।

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**भाखडा ब्यास प्रबंध बोर्ड ¼ikoj foax½**

प्रेस टेंडर नः 3/2016-17

दिनांक : 18.10.16

अति. अधीक्षण अभियन्ता, परिचालन एवं अनुरक्षण मण्डल बीबीएमबी कुरुक्षेत्र, द्वारा निम्नलिखित सामान की खरीद हेतु फर्मों से मोहरबन्द निविदाएं आमंत्रित की जाती हैं :-

सामान का विवरण	मात्रा	अनुमानित राशि (रु)	धरोहर राशि	मान्यता	पूर्ण अवधि	खोलने की तिथि
220 के.वी. उप संस्थान बी.बी.एम.बी. कुरुक्षेत्र पर बाहरीस्वीच यार्ड में रोशनी उददेश्य के लिए 100 वाट एलईडी आधारित फ्लड लाईट फिक्चर सप्लाई करने बारे।  (समस्त विशेष विवरण अनुसंलग्नक -1 में दर्शाय अनुसार )	40 अदद	रु 4.77 लाख	रु 4800/-	90 दिन	3 माह	08.11.2016

**शर्तें एवं नियम**

1. निविदा प्रलेख, अति. अधीक्षण अभियन्ता, परिचालन एवं अनुरक्षण मण्डल बी.बी.एम.बी. कुरुक्षेत्र के कार्यालय से किसी भी कार्य दिवस मे दिनांक 07.11.2016. तक (9:00AM to 5:00PM ) 1000/- रुपये (एक हजार केवल) का नकद भुगतान अथवा वरिष्ठ लेखा अधिकारी बी.बी.एम.बी., पानीपत के पक्ष मे किसी भी अनुसुचित बैंक पर देय मांग पत्र देकर प्राप्त किया जा सकता है। यह निविदा दस्तावेज बी.बी.एम.बी. की वैबसाईट [www.bbmb.gov.in](http://www.bbmb.gov.in) से भी डाउनलोड किया जा सकता है। यह निविदा दस्तावेज केवल उन निविदा कर्ताओं को दिये जायेंगे जो यह समय पर खरीद करेगा और क्रम सं. 2 पर दर्शाई गई पूर्व-योग्यताओं को पूर्ण करेगा।

2. निविदा कर्ता द्वारा निवेदा प्रलेख प्राप्त करने हेतु पूर्व योग्यता निम्न प्रकार से है-

(क) निविदा कर्ता को टैन्डर की कुल किमत का कम से कम 50 प्रतिशत या इससे अधिक के मूल्य की किसी क्षमता की एल.ई.डी. अाधार रोशनी बल्ब/ फिक्चर फिटिंग (इन्डोर/ आडटडोर टाईप ) केन्द्र एवं राज्य सरकार के विभागों, एजेंसीज, प्रोजैक्ट आदि को सप्लाई करने का तजुरबे के दस्तावेज टैन्डर के साथ लगाने होंगे ।

(ख) निविदा प्रलेख जारी करने के लिए अनुरोध, टिन नम्बर और पेन नम्बर की कॉपी इत्यादि दस्तावेजों के सबूत के साथ, करना होगा।

(ग) निविदा कर्ता को खरीदे जाने वाले उक्त सामान से सम्बन्धित एल.एम.- 79 एंड एल.एम.-80 टैंस्ट रिपोर्ट की प्रतियां टैंडर दस्तावेजों के साथ सलग्न करनी होगी ।

3. निविदा दिनांक 08.11.2016 दोपहर 1 बजे तक अति. अधीक्षण अभियन्ता, परिचालन एवं अनुरक्षण मण्डल, बी.बी.एम.बी., कुरुक्षेत्र के कार्यालय में पहुंचनी चाहिए और उसी दिन दिनांक 08.11.2016 को दोपहर 03:30 बजे अधोहस्ताक्षरी के कार्यालय में निविदा कर्ताओं/ठेकेदारों या उनके द्वारा नामित किये गए प्रतिनिधि जो भी उपस्थित होना चाहें, की उपस्थिति में खोला जाएगा।

4. यदि किसी कारणवश निविदा प्राप्ति/खोलने की तिथि पर कोई भी छुट्टी हो तो निविदा अगले कार्य दिवस पर प्राप्त/खोली जाएगी।

5. विभाग को सभी उपरोक्त निविदाओं को बिना किसी कारण बताए रद्द करने का अधिकार है।

6. विशेष रूप से, निविदा कर्ता को सपलाई किए जाने वाले सामान का मेक निविदा में देना जरूरी होगा।

(ई0 विजय सिंह)  
अति. अधीक्षण अभियन्ता,  
अनु. एवं परिचालन मण्डल,  
बी.बी.एम.बी. कुरुक्षेत्र।

## SECTION – 1 B

### COMMERCIAL AND TECHNICAL TERMS & CONDITIONS OF PURCHASE ORDER

#### **1. FOR/EX-GODOWN RATE**

The above rates are FOR destination basis packing and forwarding charges if any, will be paid extra at actual but not exceeding the quoted charges and should be included in the bill duly supported by original vouchers.

#### **2. DELIVERY PERIOD**

Supply of item as stipulated in this contract shall be completed by you within **90days** from the date of receipt of order. In case the company is unable to complete whole or any item of supply within stipulated period, for recognized reasons of “Force Majeure” mentioned in clause 3 below, if shall be responsible to furnish well in time sufficient evidence and date to the satisfaction of the purchaser to prove the existence of conditions mentioned in the Clause 3, so as to justify grant of extension by the purchased of the ‘Delivery Period’ mentioned above. Such extension will be granted by purchaser of the period for which the completion of supply is proved, by the company, to have been delayed for the said reasons due to “Force Majeure”. In case of delay in delivery, the despatches shall be made only after obtaining written consent of the purchaser.

#### **3. FORCE MAJEURE**

The supplier shall not be liable for any penalty charges due to delay in manufacture or delivery of material resulting from any causes beyond the company’s reasonable control including but not limited to compliance with regulations, orders or instructions of Central/State or Municipal Govts. Or Agency thereto, acts of God, acts of Civil and Military authorities, fires, floods, strikes, lockouts, freight embargoes, war risks, riots and civil commotion’s. The supplier will seek extension of delivery period within three weeks of occurrence of such an event and clearly of delivery anticipated delay in supply on account of such an event/events. On receipt of such a request from the supplier extension in the delivery period may be granted for the period of which the completion of work is proved by the supplier to have been delayed for circumstances covered by reasons of force majeure subject to further condition that if the delivery period is likely to be extended by more than sixty days on account of any event, the purchaser shall have the option to accept any portion of the balance material and cancel the order for the rest provided however that if any material had been manufactured exclusively for the purchaser under the contract prior to the commencement of force majeure circumstance, it shall be accepted by the purchaser and the cancellation will be without any liability for damage on the part of the supplier and without any payment of compensation by the Board.

#### **4. EXTENSION IN DELIVERY PERIOD**

Any genuine delay in approval of technical details, drawing, issuance of amendment of purchase order conducting inspection and approval of inspection tests/test certificates for allowing despatches etc. will count towards extension of delivery period by corresponding period other than admissible under force majeure conditions, if any, substantiated by the supplier and duly accepted by the purchasing authority.

**Date of delivery shall be taken as 7<sup>th</sup> day after the receipt of inspection call in case of purchase order upto Rs.5 lac and 14<sup>th</sup> day after the receipt of inspection call in case of purchase orders more than Rs.5 lac, provided the material offered has passed the inspection and proof of despatch of material within seven days of the receipt of despatch authorisation, is given by the supplier.**



## **5. PENALTY CHARGES**

If the supplier fails to abide by the provisions of clause "Delivery Period", he shall be liable to pay @1/2 % per week or part thereof of the contract value of such portion of material as has not been delivered within the 'Delivery Period' subject to maximum of 10% of the Tender value of the delayed /undelivered portion of the material as penalty charges.

## **6. TERMS OF PAYMENT**

100% payment will be made within 30 days after the receipt of material at site in good condition and according to the specification and physical verification and record entry by the consignee in the relevant G.R./M.B.

## **7. CENTRAL SALES TAX/STATE SALES TAX**

The central Sales Tax/Punjab/Haryana and Himachal Pradesh Sales Tax will be paid extra at the actuals at the rates prevailing at the time of delivery but limited to the rate prevailing within the contractual delivery period.

The supplier shall furnish original vouchers and following certificates duly signed by the supplier.

- i) Certified that the transaction on which sales tax has been claimed/shall be included in the return submitted/to be submitted to the sales Tax authorities of the assessment of the Sales Tax and the amount claimed from the purchaser has been paid to the Sales Tax Authorities.
- ii) Certified that the goods on which sales tax has been charged have not been exempted under the Central Sales Tax Act. The rules made there under and the charges on account of Sales Tax on these goods are correct under the provisions of the relevant Act, or rules made there under.
- iii) Certified that we shall indemnify the purchaser in case it is found at a later stage that wrong or incorrect payment has been recovered on account of the Sales Tax paid by us.
- iv) Certified that we are registered as a dealer under the Central Sales Tax and our Registration No. is \_\_\_\_\_.

## **8. EXCISE DUTY**

The statutory payment of Excise Duty will be made extra mentioned by you in your quotation subject to the actual proof of payment having been made by you to the Excise Department but limited to the rates prevailing within the contractual delivery period.

The supplier shall also furnish following certificates duly signed by him while claiming payment of excise duty:-

- i) Certified that the sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) towards Excise duty has been paid to the Central Excise Authorities towards dispatch of (Name of material) affected from \_\_\_\_\_ Station \_\_\_\_\_ to \_\_\_\_\_ consigned to \_\_\_\_\_ Under R.R. No. \_\_\_\_\_ Dated \_\_\_\_\_ vide bill No. \_\_\_\_\_ dated \_\_\_\_\_.
- ii) Certified that the excise duty charged is at the prevailing rates & no part of the same is refundable. In case, any excise duty paid on this material is refunded to the supplier it will be passed on to the purchaser.
- iii) Certified that the goods on which Excise duty has been charged have not been exempted under the Central Excise Duty and the Central Excise Duty charged on these goods is not more than what is payable under the provisions of the relevant Act or rules made there under.
- iv) Certified that we shall indemnify the purchase, in case it is found at a later stage that wrong or incorrect payment has been recovered on account of Excise duty paid by us.

**9. NEGLIGENCE**

If the firm neglects to execute the work with due diligence and expedition or refuses or neglects to comply with any reasonable orders given in writing by the purchaser in connection with purchase order or contravenes the provisions of the purchase order, the purchaser may give 15 days notice in writing to the firm to make good the failure, neglect or contravention complained of and should the firm fail to comply with the notice within a reasonable time from the date of service thereof, in case of failure, neglect or contravention capable of being made good, within that time or otherwise within such time as may be reasonably necessary for making it good, then and in such case the purchaser shall be at liberty to take the work or partly out of the hands of the firms and recontract at reasonable price with any other person or persons. In such an event, it shall be lawful for the purchaser to retain any such balance which may otherwise be due by him to the firm on any account including the amount of Bank Guarantee and apply the same toward the execution of the whole or balance of the work so recontracted, as aforesaid, if no such balance is due by the purchaser to the firm or if due is not sufficient to cover the amount thus recoverable from the firm it shall be lawful for the purchaser to recover the whole or balance of the amount from the firm by action of law.

**10. BANKRUPTCY**

If the company shall commit any act of bankruptcy, or being a corporation commence to be wound up except for reconstruction purposes, or carry on its business under a receiver, the executors successor or other representatives in-law of the estate of the company or any such receiver, liquidator, or any persons in whom the contract may become vested, shall forthwith give notice whereof in writing to the purchaser and shall for one month during which the company shall take all reasonable steps to prevent a stoppage of the works, have the option of carrying out the contract subject to the company providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the works the period of the works, have the option of carrying out the contract subject to the company providing such guarantee as may be required by the purchaser but not exceeding the value of the work for the time being remaining unexecuted. In the event of stoppage of the works the period of the option under this clause shall be fourteen days only. Provided that should the above option not be exercised, the contract may be terminated by the purchaser by notice in writing to the company and the same power and provisions reserved to the purchaser in the last preceding clause of taking the work out of the company's hands shall immediately become operative.

**11. REPLACEMENT OF REJECTED MATERIAL**

- i. Material found sub-standard or defective or not conforming to the prescribed specification in any manner, at the consignee's end, shall not be accepted and intimation to this effect shall be given to the supplier and purchasing office by the consignee. The purchasing authority shall promptly take up the matter with supplier, shall intimate the supplier to this effect and ask him to rectify or replace the defective, sub-standard material forthwith, and in any case within a period of 60 days from the date of intimation or rejection of material, failing which the Board shall reserve the right to get the defect rectified at the supplier's cost or to dispose off such material and adjust the sale proceeds thereof, if any, against its claim on the supplier. The supplier shall also be notified that all expenses involved in the replacement by way of handling, transportation, storage etc. shall be on his account.
- ii. In respect of the defective, substandard, the date on which such a supply is replaced, shall be reckoned as the effective date of delivery there against, and the delay shall be

worked out accordingly with reference to the date on which the supply was due as per the terms of contract, for the purpose of determining penalties/charges recoverable under clause-5 above.

- iii. The provisions of sub clauses (i) and (ii) above shall apply, mutatis mutandis, to the material found sub-standard or effective during the period of warranty.

## **12. WARRANTY**

The bidder to Guarantee the materials / items supplied against any defect of failure, which arise due to faulty materials, workmanship or design for the entire defects liability period. The Defect liability period shall be 36 months from the date of receipt of material in good condition at BBMB Store Kurukshetra. If during the defects liability period any materials / items are found to be defective, these shall be replaced by the supplier at his own cost within 30 days from the date of receipt of intimation. The consignee or any other officer of the Board actually using the material will give prompt notice of each such defect to the supplier as well as the purchasing authority. The replacement shall be effected by the supplier within a reasonable time but not in any case, exceeding 60 days. The supplier shall also arrange to remove the defective supply within a reasonable period, but not exceeding 60 days from the date of issue of the notice in respect thereof, failing which the purchasing authority shall reserve the right to dispose of the defective material in any manner considered fit by it, at the sole risk and cost of supplier. Any sale proceeds of the defective material, after meeting the expenses incurred on its custody, disposal, handling, etc. shall however, be credited to the supplier's account and set off against any outstanding dues of the Board against the supplier.

These provisions shall also equally apply to the replaced material. In case the material is again found to be defective within a period of 12 months of its replacement, it shall also have to be replaced similarly.

## **13. GENERAL TECHNICAL SPECIFICATIONS.**

The general technical parameters including technical specifications are as per technical data sheet for 100w LED flood light fixture at Annexure-I attached.

## **14. TESTS AND INSPECTIONS**

(To be incorporated as per actual requirement of the Department)

## **15. PACKING**

All the material shall be securely packed for safe delivery at destination and supplier shall be responsible for all losses or damages caused or occasioned due to improper or defective packing.

## **16. TRANSPORTATION, INSURANCE AND HANDLING OF MATERIAL**

The supplier shall be responsible for transportation, insurance and handling of material upto the destination station as per despatch instructions. The material shall be despatched by rail/road "Freight Pre-paid". The purchaser shall have the right to lodge claims for shortages/damages etc, if any, during transit with you within 30 days of the receipt of the material. The settlement of such claims with the underwriter shall be your responsibility. In such an event the purchaser shall obtain an open delivery and certification from the Railway/Carrier.

## **17. ARBITRATION**

If at any time any question, dispute or difference whatsoever, shall arise, between the purchaser and the supplier upon or in relation to or in connection with the contract either party may forthwith give to the other, notice in writing of the existence of such question, dispute or

difference and the same shall be referred to award of (two) arbitrators one to be nominated by the purchaser and the other to be nominated by the supplier or in the case of the said arbitrators not agreeing then to the award of an umpire to be appointed by the arbitrators in writing before proceeding with the reference and the decision of the arbitrators or in the event of their not agreeing, of the umpire appointed by them, shall be final and binding on the parties and the provision of the Indian Arbitration Act, 1948 and of the rules thereunder and any statutory amendment/modifications or re-enactment thereof for the time being in-force shall be deemed to apply to and be incorporated in the contract.

Such a notice of the existence of any question, dispute or difference in connection with contract shall be served by either party within 180 days of the issue of receipt by the consignee for each consignment failing which all rights and claims under this contract shall be deemed to have been forfeited and absolutely barred.

The work under the contract shall if reasonably possible continue during the arbitration proceedings and no payment due or payable by the purchaser shall be withheld on account of such proceeding.

#### **18. CANCELLATION OF PURCHASE ORDER**

The purchaser shall have the right to amend or cancel the order at any time before the receipt of intimation regarding manufacturing of material, if he is satisfied that the delay in execution of the order by the firm is willfull and detrimental to the interest of the Board. In case where after the commencement of manufacture, there is a wilful delay on the part of the supplier to the despatch/manufacture of the material, the purchaser may cancel the order for whole/un-executed portion after giving a notice of 15 days to the supplier.

#### **19. JURIDICTION OF COURT**

The jurisdiction of civil court for matters under dispute shall be on the basis of the location of the office of the Allotment Order issuing authority i.e. Kurukshetra.

#### **20. SIGNING OF PURCHASE ORDER**

The successful tenderer will be furnished with three copies of the purchase order. Two copies shall be retained by the supplier. The third copy of the purchase order will be returned by the supplier to the purchaser after signing each and every page of P.O. by his authorized representative in token of the unconditional acceptance of the purchase order. The supplier shall also furnish documentary evidence that the signatory is an authorized representative of the supplier.

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## SECTION-1

### SPECIAL INSTRUCTIONS TO THE TENDERERS

#### 1. SUBMISSION OF TENDERS:

- i) Tenders should be submitted in two separate envelopes one containing the main tender and other containing the Earnest Money. These envelopes should be addressed to “The Addl. Superintending Engineer, Op. & Mtc. Division, BBMB, Kurukshetra” The envelope containing the tender should be marked on its cover tender N.I.T. No. & Date on which it is due for opening and the envelope containing the Earnest Money should be marked on its cover as “**EARNEST MONEY**” against **N.I.T. No. 03 /O&M-KKR/2016-17 due on 08.11.2016** . Both these envelopes should be sealed separately and put in another Main Envelope, which should be addressed to the Addl. Superintending Engineer, O&M Division, BBMB, Kurukshetra and should be superscribed with Tender N.I.T. No. and date on which the tender is due for opening. The tenderer should also write his address properly/legibly on the Main Envelope.
- ii) Tenders shall be accepted upto 13.00 Hrs, on 08.11.16 and shall be opened at 15.30 Hrs on the same day in the office of the undersigned in the presence of Tenders or their authorized representatives, who wish to be present. The firm should send their tender on the prescribed Tender forms issued by this office only. Tender supplied on the forms other than that issued by this office will not be accepted. If the date of opening of tenders happens to be a holiday, the tenderers will be accepted / opened on the next working day at the same time.
- iii) Tenders written in pencil or received after the stipulated time and date will not be entertained, telegraphic and telephonic tenders and tenders sent through telex and fax will also not be accepted under any circumstances and are liable to be rejected straight way.
- iv) Tenders of the firms must bear their stamp and signatures. Correctness, if any, in rates etc. should be clearly made by deleting the wrong figure and should be attested. Tenders with overwriting in rates/unattested corrections or tenders otherwise incomplete or conditional ones will not be considered.
- v) All pages of the tender document containing the entries and all corrections or amendments made therein shall be initialed by the person or persons signing the Tender/quotation. The following documents shall accompany the tenders:-
  - a) Bank Draft for earnest money or original BA-16 Receipt on account of Earnest money deposited with the department.
  - b) Also copy of PAN and TIN number.
- vi) The deptt. will not be responsible for any delay on any account in receipt of tenders sent by post/courier etc.
- vii) The tenders should invariably mention the period of validity of their offer and it should not be less than 90 days in any case from the date of opening of tender.
- viii) The quoted rates shall remain firm for the entire duration of the Purchase order.

#### 2. RIGHT TO REJECT ALL OR ANY TENDER:

The undersigned reserves the right to reject any or all the tenders received without assigning any reason. The department will not be responsible for and will not pay any expenses or losses that may be incurred by tenderer in preparation of tender.

#### 3. EARNEST MONEY:

A sum of **4800/- only (Four Thousand Eight Hundred Only)** on account of Earnest Money should be deposited in cash or by Demand Draft drawn in favour of Sr. Accounts Officer, (Payments), BBMB, Sewah, Panipat, and the original BA-16 Receipt for cash deposited be enclosed with the tender. Tenders received without Earnest Money Deposit will not be entertained /considered & rejected straight way. Earnest Money deposit furnished with the tender in the form of a Cheque/Cash or in any other form shall not be accepted under any circumstances, nor shall a request from the Tenderer for the transfer of Earnest Money, security deposit furnished against any previous tender to the tender under consideration, be entertained. However, the following will be exempted from furnishing/depositing the Earnest Money with the Tender:

- a) Public Sector Undertakings of the Central/State Govt. certifying that the tenderer submitting the tender is an undertaking of Central/Concerned State Govt. is enclosed with the tender by the tenderer claiming exemption from furnishing Earnest Money.
- b) Firms borne on the Bhakra Beas Management Board’s approved list of Firms who may have deposited a permanent Earnest Money deposit of Rs. 1.00 lacs with the BHAKRA BEAS MANAGEMENT BOARD provided that the relevant registration number as given by the BBMB is quoted in the tender and or

Photostat copy of the relevant receipt is enclosed in the tender by the tenderer claiming exemption from furnishing earnest money.

4. TAXES & DUTIES – APPLICABILITY THEREOF

Tenderer, shall enclose documentary proof with the tender, in support of concessional applicable rate of taxes & duties (if so applicable), failing which maximum applicable rate of taxes & duties, as received against this inquiry, shall be loaded to the tender for evaluation purpose.

5. The offer falling short of the validity period of 90 days from the date of tender opening shall be liable to rejection.

6. No correspondence/ clarifications/ modifications from the tenderer in connection with the tender after opening of the tenders which affect the quoted price would be entertained.

7. Tenders of those tenderers to whom a copy of specification is not sent by BBMB shall not be accepted/opened.

8. **INSPECTION**

Normally the inspection of complete ordered material shall be carried out in one lot/visits to the site of inspection. However, the purchaser reserves the right to carry out the inspection of the part supply of material as per Board's requirement. Otherwise, the supplier shall have to bear the complete expenses on account of part inspection offered by him. Normally the inspection shall be carried out within India. However in case the inspection is done outside India, expenses of inspecting officer(s) regarding to & fro charges as well as hotel charges shall be borne by the supplier.

9. The supplier will have to provide the necessary test certificates during the delivery period.

10. All statutory taxes/duties/levies/Cess shall be paid extra at actual at the rates prevailing at the time of delivery but limited to the rates prevailing within contractual delivery period. All fresh taxes/duties/levies/Cess etc. imposed after expiry of contractual delivery period shall be borne by the supplier even if delay in delivery is regularized under Force Majeure Clause (Clause 3 of Section- 1B).

11. If the offer of the bidder, in respect of any term & condition, deviates from those stipulated in the specification, the offer is liable to be loaded suitably while evaluating the tenders.

12. The Purchaser reserves the right to reject any or all the tenders received without assigning any reason.

13. The bidder should not have been blacklisted by State govt/Central Govt/PSEs etc.

14. Notwithstanding anything stated in specification, the board reserves the right to assess the bidder's capability to perform the contract, should the circumstances warrant such assessment in the overall interest of the board.

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## SECTION -1A

### GENERAL INSTRUCTIONS TO THE TENDERERS

#### **SCOPE OF WORK**

The scope shall include Design, Manufacture, and Testing of material at works conforming to the Technical Specifications/IS along with Packing, Forwarding, Loading, Transportation etc.

The following instructions must be carefully observed by all the tenderers. Offers/tenders not strictly in accordance with these instructions shall be liable to rejection:-

1. Offers/tenders should be submitted by registered post/by hand before the stipulated time and on the last date prescribed for their receipt. No submission of offers/tenders is possible after due Date/Time of posting of tender.
2. Offers/ tenders will be opened on the date and time prescribed in the NIT/ enquiry in the presence of authorized representative of tenderer, who actually submitted the tenders if they present themselves at the time of opening of tender. In case the date of opening of tenders falls on a holiday or holiday is subsequently declared on that date the tenders will be opened on the next working day following the holiday.
3. The material offered should be strictly according to the specifications laid down in the Tender Documents. The quotations should also indicate the name of the manufacturer, brand and company and accompanied with other descriptive literature and sample, if any.
4. The tenderer shall supply complete information related to technical details as may be required by the purchaser.
5. The quoted rates shall be for supply of material on FOR destination basis.
6. The prices quoted should be exclusive of payment of statutory levies like Excise duty and Sales Tax etc. The rates at which the Excise duty and Sales Tax shall be charged should be indicated clearly and separately. Further, keeping in view the provisions of CENVAT the tenderer shall clearly indicate whether the benefit accrued to the seller shall be passed on to the purchaser and if so exact amount or percentage of quoted price which shall be credited to purchaser be specifically intimated in the offer.
7. The supplier shall furnish all such documentary evidences as may be required by the purchaser in support of the increase/decrease in the prices/cost of each item of raw material/components/wages etc. in respect of which the variation is admissible. The purchaser reserves the right to examine the documents of the supplier in connection with the price variation and the supplier shall render all facilities to the purchaser's representative for examination of the said documents.
8. The delivery schedule offered should be strictly according to the delivery schedule desired as per this specification. However in case, the tenderer is unable to adhere to the desired delivery he should indicate specifically the delivery schedule in the tender. The bids of the suppliers not conforming to BBMB's prescribed delivery schedule shall be loaded in line with the penalty Clause i.e. ½% of the total cost per week of delivery period quoted in excess of that prescribed, subject to a maximum of 10%.
9. All bank charges shall be borne by the supplier.
10. Offers/quotations must be valid, at least, for 90 days from the date of opening of tenders. The offers falling short of the required validity period shall be liable to rejection.
11. Normally 100% payment shall be made within 30 days after the receipt of material at site in good condition and according to the specification and physical verification and record entry by the consignee in the relevant G.R. /M.B.

12. The purchaser reserves the right to increase or decrease the quantity at the time of placing the order up to 15%.
13. The purchaser reserves the right to accept or reject any or all order/tender(s) without assigning any reason.
14. Emails, letters, telegrams amending prices and any other condition after the opening of tenders shall not be entertained.
15. Normally no import license shall be provided by the purchaser for the procurement of raw material and as such, the procurement of the same will be the responsibility of the supplier. No assistance will be rendered by the purchaser in this regard.
16. The tenderer shall state in his tender the address and place of manufacture, testing and inspection of the material in the tender. The purchaser or his duly authorized agent shall have access to the supplier's/sub-suppliers works at any time during working hours for the purpose of inspection during the manufacture and testing of materials, equipment and complete plant and the supplier shall provide the necessary facilities for inspection/testing.
17. The tenderer should carefully read and study every Clause of this specification and offer his comments on each Clause of this specification in his tender. Silence of the tenderer on any Clause of this specification shall be taken as acceptability of the said Clause to the tenderer and accordingly the said Clause will be provided in the purchase order.
18. The Earnest Money/Security Deposit furnished by the tenderer shall be forfeited in part or in full under the following circumstances.
  - a) If the tenderer withdraws his tender at any stage during the currency of his validity period, his earnest money shall stand forfeited in full.
  - b) If the P.O. has been issued but the supplier refuses to comply with it, the earnest money deposited by him shall be forfeited in full, irrespective of the fact whether the Board sustains any loss on account of his default or not. This forfeiture shall be without prejudice to the right of the Board to claim any other damages as admissible under the law as well as to take such executive action against the supplier as black listing etc.
  - c) Where the purchase order has been accepted but the supplier stops making the supplies after partially fulfilling the purchase order, the security deposit shall be retained and adjusted against any loss that may be caused to the Board through risk purchase from alternative source and/or any other damages recoverable from the supplier under the terms of the contract.
  - d) In the event of a breach of contract in any manner, the Security Deposit shall be forfeited and adjusted against the claim of the Board on the supplier for any damages or for any loss sustained by the Board on account of such breach.
  - e) Security deposits not claimed within three years from the date of completion of purchase order/contract, including the period of warranty shall be treated as lapsed Deposits and no claim for a refund thereof shall be entertained from the supplier/contractor thereafter.

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**TECHNICAL DATA SHEET FOR 100 W LED FLOOD LIGHT FIXTURE**

S. No	Parameters	Value
1.	Type of fitting	100W LED flood light fitting, suitable for outdoor application to be mounted on Substation structure in switchyard. These LED Flood light fittings shall be suitable for 1:1 replacement with the existing HPSV fittings of the HMLs at 220 KV Substation, BBMB Kurukshetra.
2.	Input Voltage	140-280 V AC 50 Hz. For protection for surge high voltage the provision of auto shut down should be provided
3.	LED chip Efficiency	LED chip Efficiency should be > 135 lumens/watt
4.	Uniformity	ratio of minimum and average illumination should be minimum 0.3
5.	Power Factor	> 0.95
6.	Life expectancy	Above 50,000 hours with 70% Lumens
7.	System power consumption	100 W $\pm$ 5%
8.	System lumen Efficacy	= >95 lumen per watt
9.	Colour Temperature	5700+-300 ( cool white)
10.	LED	High Power LED of 1 Watt or above
11.	Working Humidity	10% to 90% RH
12.	Working Temperature	5 degree to 50 degree
13.	Ingress Protection	IP 65
14.	Colour Rendering Index (CRI)	Ra > 70
15.	Total harmonic distortion (THD)	Should be less than 20 %
16.	Average lighting/ beam Angle	120 degree with individual lense
17.	Make of LED	Nichia, Osram, Alien Energy, Philips, Crompton Greaves, Halonix.
18.	Luminary casing	Pressures Die Cast Aluminum with toughened glass cover of IK-07 rating. Fixture should be water proof.
19.	Mounting	Should be suitable for mounting with complete accessories
20.	System components	All printed circuit board must be glass proxy FR-4 and Metal Core PCB for LEDs
21.	Control circuit	Compatible to LED
22.	Lamp starting time	Should not be more than 5 seconds
23.	Thermal management of LED	Good thermal management system should be provided and LED must be mounting on heat sink conductive aluminum with suitable large areas surface by means of fins to dissipate the heat to ambient air
24.	Driver efficiency	More than 85 %
25.	Surge protection	Not less than 10 KV with external SPD.
26.	High Voltage Protection	Cut off 310+-10VAC and auto restart
27.	Standards	<u>LM-79 Certification</u> LM-80 Certification

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