

BHARAT HEAVY ELECTRICALS LIMITED भारत हैवी इलेक्ट्रिकल्स लिमिटेड (A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम) PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

निविदा आमंत्रण सूचना NOTICE INVITING TENDER (NIT)

Enquiry No-77/24/6110/SAN

Date -23-Apr-25

BHEL invites offers from reputed Suppliers as per following terms and conditions -

1. Tender Type	Open Tender (Domestic-Indian)				
2. Package	STEAM TRAPS				
3. Type of Agreement	Framework Agreement (Rate Contract) of STEAM TRAPS				
4. Executing Agency	BHEL-PEM				
5. Mode of Enquiry	E - PROCUREMENT				
6. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)				
7. Due Date & Time	For offer submission	3-May-25	-	01:00	РМ
	For P-1 bid opening	3-May-25		04:00	РМ
8. Earnest Money Deposit (EMD)	Not Applicable	EMD A	mount	NA	
9. Tender Cost	NIL				
10. Eligibility of Local Supplier as per MII	Nature of Package: Divisible 50% - Class-I Local Supplier & 20% - Class-II Local Supplier				
11. Technical Scope	As per Technical specification No: PE-TS-020-100-M010				
12. Pre-bid Clarification	Suppliers to contact BHEL-PEM (over phone/ mail/ visit-BHEL-PEM) for any clarification (Technical or Commercial) at least 05 days before the due date of Tender opening & get it clarified well before the due date, so that offers by the Suppliers may be submitted within the due date & time.			05 vell	
13. Prequalification Requirements	Financial PQR- NA Technical PQR- YES		S		
14. CIF Content	Not Available				
15. Integrity Pact Applicability	Not applicable			9	

16. Tender Evaluation - Price will be finalized through RA. The evaluation currency for this tender shall be INR. Evaluation will be done on overall L1 (Total Package Price including Freight excluding taxes) basis with necessary loading as applicable.

In the course of evaluation, if more than one Supplier happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 Suppliers.

In case more than one Supplier happens to occupy the L-1 status even after soliciting discounts, the L-1 Supplier shall be decided by a toss/ draw of lots, in the presence of the respective L-1 Supplier (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding.





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PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

17. Reverse Auction:

BHEL shall be resorting to Reverse Auction (RA) (Guidelines for Reverse Auction – 2024, as available on www.bhel.com on "Supplier registration page") for this tender. RA shall be conducted among all the Techno-Commercially qualified Suppliers.

Price Bids of all the Techno-Commercially qualified Suppliers shall be opened and same shall be considered as initial bids of Suppliers in RA. In case any Supplier(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

"The Suppliers has to quote the Single Price (i.e. Total Cost to BHEL) in Reverse Auction. Prices are to be inclusive of Packing & Forwarding charges, all as per tender scope, Freight as applicable, including loading (if any) but excluding GST. De-loading (if any) shall be done in line with NIT terms."

- **18.** Supplier to note that this is an Open Tender enquiry & Reverse Auction participation shall be subject to following condition:
 - a) Qualifying Technical Pre-Qualification Requirement.
 - b) Techno-Commercial acceptance of offer by BHEL-PEM.
 - c) Registration in BHEL-PEM for the Tender package

The Suppliers who are not registered with BHEL-PEM are required to apply for registration in BHEL-PEM through Registration Portal available at https://supplier.bhel.in/. All credentials and/ or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

19. Framework Agreement (Rate Contract) Order Splitting

- a. Framework Agreement (Rate contract) shall be done for Two (02) years from placement of Framework Agreement (Rate contract) Purchase Order with a provision for further extension after review on mutual consent.
- b. Framework Agreement (Rate contract) shall be done with 2 suppliers in ratio of 70:30 value wise at L1 FOR site price (Ex-works + freight). However, no splitting shall be done while placing Purchase orders for a project on the basis of Framework Agreement (Rate contract.

Methodology of splitting shall be as per following:

- Quantity for MSE suppliers shall be 30%.
- GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order,2017 shall be applicable for order splitting.
- If, L1 is a non-MSE supplier, then L1 Rates (Ex works + Freight) shall be counteroffered to all technocommercially qualified MSE Suppliers. If no MSE supplier accepts the counter offered price, then the prices shall be counter offered to non- MSE suppliers.
- For non -MSE supplier, In case acceptance of counteroffer is received from more than two Suppliers then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable).
- If none of the Supplier accepts counter-offered L1 rates, then contract shall be awarded to L1 vendor for 100% value.
- While splitting, Quantity shall be rounded off to the nearest integer.

20. Delivery terms for Supply	FOR Despatch Station
21. Delivery Schedule:	As per Annexure - I

22. Liquidated Damages (LD):

a) **Liquidated Damages (For Main Supply):** Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the undelivered portion of main contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of total of contract price excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the





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period stipulated in the Order/ Contract.

b) **Liquidated Damages (For Mandatory Spares Supply):** Buyer reserves the right to recover from the Supplier, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the undelivered portion of mandatory spares contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of mandatory spares contract price excluding GST, if the Supplier fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

Note- Total LD (main supply & Commissioning Spares + mandatory spares) shall be limiting to 10% of cumulative total contract value (main supply & Commissioning Spares + mandatory spares) excluding GST.

All other terms and conditions of LD shall be as per GCC Rev 07, Corrigendum 01 and to Corrigendum 02 GCC Rev-07.

- 23. Guarantee Terms: As per Clause No-12.0 except Clause no 12.2 (b) of General Commercial Terms & Condition of GCC Rev 07.
- 24. PVC (Price Variation Clause) shall be applicable as per enclosed PVC Annexure-II to NIT.
- **25.** Variation of Contract Value: Quantity variation shall be applicable as (+)30%, and negative variation shall be unlimited of the contract value. The quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.
- 26. Payment terms: Main Supply & Mandatory Spares- As per clause no- 9.1.1 of GCC Rev-07.

Clause no 9.6 (excluding Notes) of GCTC of GCC Rev. 07 shall be read as-

"Suppliers shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents as per clause no 9.7.2 - 9.7.5:

- a) 90 days for non-MSME as per MSMED Act.
- b) 45 days for Suppliers qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act.
- c) 60 days for Suppliers qualified as Medium Enterprises as per MSMED Act.
- 27. GST shall be payable extra at actual.

28. Performance Security (PS)	PS Applicability	No Performance Security (PS) shall be applicable for Framework agreement. However, Suppliers to note that Performance Security shall be submitted for orders placed against Framework Agreement (Rate Contract).
		Successful Supplier will have to submit Performance Security for each POs (irrespective of value). Supplier shall have the following options for submission of Performance Security
	Ι	Initially 10% of the contract value (total Ex-works price). However, 5% of the contract value (as above) will be released after completion of Main Supply based on certification by Purchasing Department of BHEL unit. Balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Purchasing Department of BHEL unit.





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PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

		OR
		5% of the contract value (total Ex-works price).
	II	Additional 5% of the contract value will be retained from first bill & subsequent bill(s) of the same contract. The retention amount will be released after completion of main supply based on certification by Purchasing Department of BHEL unit.
	T E	Balance 5% of the contract value (excluding PVC) will be released on completion of all contractual obligations, including guarantee/warranty obligations based on certification by Purchasing Department of BHEL unit.
4//	Validity of PS	As per clause no. 11.0 of General Commercial Terms and Conditions of GCC Rev 07.
	PS Submission	PS should be in favour of BHEL-PEM. Supplier may opt any of the following for submission of Performance Security: -
		Performance security may be furnished in the following forms:
	Modes of Deposit	 a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/Demand Draft/ Electronic Fund Transfer in favour of BHEL. b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL). d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the approximation)
		furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL). e) Insurance Surety Bond.
		(Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)
		Performance Security is to be furnished within 14 days from the date of PO and it





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PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

	should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the Supplier, including warranty obligations.	
	a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.	
	b) Performance security shall be refunded to the supplier without interest, after he duly performs and completes the contract in all respects but not later than 60 (sixty) days of completion of all such obligations including the warranty under the contract.	
4//	c) Performance Security validity is to be extended based on the actual delivery of package.	
	d) The Performance Security shall not carry any interest.	
29. Breach of contract, Remedies and Termination (Tenderer to note that this	In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments:	
clause will supersede any clause regarding recovery amount from Tenderer due to Breach on contract mentioned anywhere in GCC Rev07 and its Corrigendum)	(i) Encashment of security instruments like EMD, Performance Security with executing agency (PEM) against the said contract.	
	Balance amount (if value of security instruments is less than 10% of the contract value) from other Financial remedies i.e. available bills of the Supplier, retention amount etc. with executing agency (PEM).	
	(iii) Balance amount from security instruments like EMD, Performance Security and other Financial remedies i.e. available bills of the Supplier, retention amount etc. with other units of BHEL.	
	(iv) If recovery is not possible then legal remedies shall be pursued.	
	However, Supplier shall continue performance of the Order/Contract, under all circumstances, to the extent not cancelled.	

- 30. Suppliers are requested to refer clause no 26.0 (Make in India) of instructions to Supplier of GCC Rev 07.
 - For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local supplier/ Non-local supplier and purchase preference to class I local supplier, is as defined in Public Procurement (Preference to Make In India), Order 2017 dated 19.07.2024 issued by DPIIT. In case of subsequent orders issued by the Nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after the issue of the NIT, the same shall be applicable even if issued after the issue of tis NIT, but before opening of Part-II bids against the NIT.
 - This package is divisible in nature. The margin of purchase preference shall be as per above mentioned order dtd. 19.07.2024. For this tender, offer from only Class-1 & 2 Local Suppliers shall be considered.
 Bidders are required to provide the following along with the part-1 bid:
 - a. Provide a certificate (in line with attached draft) giving the percentage of local content.
 - b. Provide the details of the location(s) at which the local value addition shall be made.





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PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

- **31.** Purchase preference to MSE Supplier: GOI circular dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017 shall be applicable for order splitting and order finalization.
- **32.** Tentative quantity for the package required for prospective projects is made part of tender enquiry. However, Suppliers to consider delivery anywhere in India while quoting for this enquiry. List of prospective projects is indicative only, BHEL may ask for delivery anywhere in India for any of the project added in the prospective projects/ existing projects during validity of Framework Agreement (Rate Contract) period.
- 33. Suppliers shall Quote for the entire Scope. Partial scope is not acceptable.
- **34.** Suppliers who fulfil Technical Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those Suppliers shall be evaluated who meet the Technical Pre-Qualifying requirements

Note: This item/Package falls under the list of items defined in Para 3 of Ministry guideline ref no.F.20/2/214-PPD(Pt.) dated 20-09-2016 (in respect of procurement of items related to public safety, health, critical security operations and equipment's, etc.) & hence no relaxation of PQR for start-up/MSME vendors is envisaged for the NIT items/Package.

- **35.** All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com) & BHEL-PEM website (www.pem.bhel.com) and GePNIC portal. Suppliers should regularly visit websites to keep themselves updated.
- **36.** If Supplier mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the Supplier. If such item is required to be supplied for system completion in future, same will be supplied free of cost.
- 37. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful Supplier.
- 38. Supplier to quote single non-zero & same freight charges in percentage (%) for all items of BOQ.
- **39.** A Supplier shall not have conflict of interest with other Suppliers. Such conflict of interest can lead to anticompetitive practices to the detriment of Procuring Entity's interests. The Supplier found to have a conflict of interest shall be disqualified. A Supplier may be considered to have a conflict of interest with one or more parties in this bidding process, if:
- a) they have controlling partner (s) in common;' or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or
- c) they have the same legal representative/agent for purposes of this bid; or
- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Supplier; or
- e) Supplier participates in more than one bid in this bidding process. Participation by a Supplier in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid, or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
 - 1. The principal manufacturer directly or through one Indian agent on his behalf; and
 - 2. Indian/foreign agent on behalf of only one principal,

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- g) A Supplier or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Suppliers must proactively declare such sister/ common business/ management units in same/ similar line of business."





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PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

- **40.** Terms & Conditions: The Terms & Conditions shall be as per enclosed Special Conditions of the Contract (copy enclosed), GCC Rev 07 along with Corrigendum 01 and Corrigendum 02 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.
- **41.** All the above terms and conditions, post-bid agreements/MoMs (during Techno- Commercial evaluation) shall automatically become a part of the Order/Contract after its finalisation.
- 42. Suppliers to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Suppliers shall upload their complete offer meeting the requirements of the tender documents on e-procurement portal https://eprocurebhel.co.in/nicgep/app.

Following documents need to be uploaded:

- . Offer forwarding/ covering letter with Un-price bid, Deviation Sheet (Cost of Withdrawal)
- Documents required for meeting Technical PQRs (Part of Tech. Spec.)
- Acknowledgement of Supplier Registration Form (SRF) submission on BHEL Portalhttps://supplier.bhel.in/ for non-registered suppliers with BHEL PEM.
- Local Content Certificate in line with Make in India circular
- Land Border Certificate
- Price Bid on e-procurement portal https://eprocurebhel.co.in/nicgep/app
- **43.** It shall be the responsibility of the Supplier to ensure that the tender complete in all respects is uploaded on or before the due date and time. Incomplete/late offers shall not be considered.

All other correspondence thereof shall be addressed to the undersigned by name & designation and sent at the following address:

Sanjeev Kumar /Engineer-BOP M/s Bharat Heavy Electricals Ltd.,

Project Engineering Management,

BHEL Sadan,

HRD & ESI Complex,

Plot No 25, Sector-16 A, Noida-201301

E-mail: Sanjeev_k@bhel.in

Contact No.: 9958175655

Upendra Chaudhary/DGM – BOP M/s Bharat Heavy Electricals Ltd.,

Project Engineering Management,

BHEL Sadan

HRD & ESI Complex,

Plot No 25, Sector-16 A, Noida-201301

E-mail: upendrachaudhary@bhel.in

Contact No.: 8800355855

Note - In case you are not making an offer against this enquiry, you are requested to send a regret letter so as to reach us on or before the due date

Thanking You.

For and on behalf of BHEL



Sanjeev Kumar

Engineer/ BOP/ PEM Noida



Annexure: Delivery Schedule

Delivery Schedule: - STEAM TRAPS		
Engineering	Drawing/ documents submission & re-submission schedule shall be as per Technical Specification: PE-TS-020-100-M010	
Main Supply ("A")	155 days from the date of PO	
Mandatory Spares	90 days from BHEL clearance date.	

Notes:

- a. Supplier to start manufacturing/supply only after getting the applicable Primary engineering Drgs. /docs approved from BHEL/End Customer.
- b. Drawings /documents submission/re-submission schedule shall be as per Technical specification (PE-TS-020-100-M010) which shall be used for progress monitoring purpose and required course correction, if any.
- c. The delivery date specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- d. The delivery conditions specified are for contractual purposes. However, to meet project requirement, BHEL may ask for early deliveries without any compensation thereof.
- 2.0 Validity of contract placed on basis of Framework Agreement (Rate Contract) for individual projects (PO rates, terms and conditions):

Vendor has to make supply of goods/services as per the delivery time mentioned above. However, due to unavoidable circumstances if delay happens in providing inputs/ clearances (inputs, Engineering approvals, deputing inspector for inspection, issuance of MDCC and any hold imposed owing to site issues etc.) for which delivery time extension is admissible as per point no.3, in such situation it shall be obligatory at vendor part to execute the contract at PO rates, terms and conditions where inputs/ clearances has been accorded within validity of contract. Validity period for various activities shall be as defined below or as mentioned in the NIT.

2.1 Contract for main supply shall be valid for **270** (**'C'**) days from the PO date. However, delay at vendor's end (if any) shall be added to the validity period and contract validity shall get extended by the delay period at vendor's end.

For example: Original Delivery period for main supply: A (in days)

Delay at vendor's end: B (in days beyond "A" days)

Contract validity: C+B (in days)

Notes:

- a. B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.
- b. Main supply, applicable in the contract released/ cleared for manufacturing within contractual validity period, to be supplied by vendor/supplier at PO rates, terms and conditions.
- c. Execution of the contract quantities released beyond contract validity period shall be decided on mutual consent basis at PO rates, terms and conditions.
- 3.0 Delivery Extension: Extension of contractual delivery time:

Delivery time mentioned in the NIT includes Engineering completion time (time for drawing/document submission/resubmission by the vendor and review/approval of the same by the BHEL/End customer), manufacturing, inspection, Packing and dispatch time. Due diligence is to be observed by the vendor to ensure timely completion of engineering and supply.

During the execution of the contract, time loss occurred owing to the reason attributable to BHEL besides force majeure shall be considered for delivery time extension to the vendor as given below: -

- i. Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.
- ii. Time Loss in approval of the drawing/document as a result of increase in the iteration not attributable to the vendor (i.e. resubmission owing to end customer comments) as certified by BHEL. Time extension equivalent to the resubmission time noted in the tech. spec and consequential increase in the approval time in lieu of increase in iteration shall be applicable. However, for incomplete re- submission time loss shall be in vendor account.
- iii. Delay in providing engineering input/material by BHEL.
- iv. Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC
- v. Any hold put by BHEL for whatever reasons during execution of contract (within contract validity period), time extension equivalent to hold period shall be admissible. However, in the event hold period continues for more than 30 days then, an additional fifteen days for the purposes of mobilization and demobilization of resources shall also be admissible.

Note: Extension in delivery period if any with or without imposition of LD shall be considered after detailed delay analysis based on provisions given above. However, no delay analysis will be applicable if supply is completed within delivery schedule as specified in Purchase order.



Bharat Heavy Electricals Limited

(A Govt. Of India Undertaking) PROJECT ENGINEERING MANAGEMENT

Annexure- II to NIT

STEAM TRAPS (FRAMEWORK AGREEMENT)

PVC Clause:

Ex-works prices shall be variable as per PVC formula given below:

Current Price = Order Price * (0.15+0.6*M1/M0 +0.25 * L1/L0)

Where

M0 = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.3.14.11 FORGINGS OF STEEL FOR ONE MONTH PRIOR TO MONTH OF ORDERING OF FRAMEWORK AGREEMENT PO.

M1 = INDICES AS PER RBI BULLETIN TABLE 21 SL NO.: 1.3.14.11 FORGINGS OF STEEL FOR ONE MONTH PRIOR TO MONTH OF DISPATCH OF MATERIAL AGAINST PROJECT SPECIFIC PO.

L0 = INDICES AS PER RBI BULLETIN TABLE 19 (ALL INDIA CONSUMER PRICE INDEX FOR INDUSTRIAL WORKER) FOR ONE MONTH PRIOR TO MONTH OF ORDERING OF FRAMEWORK AGREEMENT PO.

L1 = INDICES AS PER RBI BULLETIN TABLE 19 (ALL INDIA CONSUMER PRICE INDEX FOR INDUSTRIAL WORKER) FOR ONE MONTH PRIOR TO MONTH OF DISPATCH OF MATERIAL AGAINST PROJECT SPECIFIC PO.

NOTE:

- 1. Total PVC shall be limited to + 20% of Ex-Works Value actually supplied and -ve (negative) price variation shall be unlimited.
- 2. Latest Index Values, as per RBI bulletin shall be considered, for all the factors.
- 3. The price adjustment i.e. either increase or decrease shall be applicable upto the contractual date of completion of supplies. Contractual delivery/dispatch date would mean the delivery/dispatch date mentioned in the order including amendments in delivery/dispatch date (if any). PVC will not be applicable for the period beyond the contractual delivery/dispatch date where delay is attributable for supplier.
- 4. The PVC shall be applicable for main, commissioning and mandatory spares.
- 5. Source link of RBI bulletin: https://www.rbi.org.in/scripts/BS ViewBulletin.aspx?ld=19681

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BHEL / PEM

SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT) FOR STEAM TRAPS

- 1. This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of STEAM TRAPS required at various BHEL project sites on behalf of various Project Groups. Framework Agreement (Rate Contract) validity for ordering shall be two years from the purchase order for Rate Contract.
- 2. Framework Agreement (Rate Contract) shall be finalized only with suppliers who are registered with BHEL-PEM. Suppliers who are not registered with BHEL-PEM (suppliers already registered with other BHEL Units shall also be required to apply registration in BHEL PEM) needs to apply & get registered for subject package with PEM before Reverse Auction & hence they need to apply online for registration on PEM web portal & have to enclose acknowledgement with the bid documents else their bid may not be considered for evaluation.

The Suppliers who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at https://bhel.com/supplier-registration.

All credentials and/ or documents duly signed & stamped related to registration has to be uploaded on the website & submit the application for registration. One set of hard copy filled-up SRF downloaded from Online Registration Portal duly signed & stamped has to be submitted.

- 3. Framework Agreement (Rate contract) is proposed to be done with 2 suppliers in ratio of 70:30 value wise at L1 F.O.R. Site Price (Ex-works + freight) for this package. However, order for a project shall not be split.
- 4. Quantity variation shall be applicable as (+)30% & (-) ve (negative) variation shall be unlimited of the contract value. Suppliers shall be informed that the quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.
- 5. This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of STEAM TRAPS required at various BHEL project sites on behalf of various Project groups. All Suppliers shall note the following:
 - a) As and when requirement arises, the concerned Purchase Department of respective BHEL unit will place order directly on the Supplier against the Framework Agreement (Rate Contract).
 - b) The drawings/ documents submission & approval, submission of Performance Security/ Performance Bank Guarantee, submission of invoices, processing and release of payment after supply of material, contractual dispute & commercial matters shall be dealt as per Framework Agreement (Rate Contract) contract terms & conditions directly by Purchase Department of respective Project Group, who has placed the Purchase Order against the Rate Contract.
- 6. Details of consignee and project site information for dispatch of material shall be intimated at the time of placement of PO for specific project after finalization of RC.
- 7. The items will be required against respective projects. Exact quantities and Project information shall be intimated while placing Purchase Order for a specific project based on the Rate Contract.
- 8. Price Variation shall be applicable as per Annexure-II of NIT for the subject package.
- 9. Inspection of materials shall be carried out by BHEL/ CQA and or by Customer or by an Authorized Agency at manufacture's works before dispatch, if required. Dispatch of material to be done, only after receipt of BHEL/ Customer MDCC. It is responsibility of Supplier to obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.
- 10. Supplier shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL for arranging Customer participation (if applicable) in inspection / Joint inspection on the proposed date with an advance notice of 15 working days. Inspection charges shall be paid by BHEL.



BHEL / PEM

SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT) FOR STEAM TRAPS

- 11. Items have to be manufactured as per the specification and supplied strictly in accordance with the approved BHEL/ Customer's Drawings & Quality Plan. The items/ test certificate of items, which for any reason are not acceptable to BHEL/ Customer, shall be required to be retested. No extra charge shall be payable on those account by BHEL.
- 12. Other terms and conditions shall be as per Standard Technical Specification no. PE-TS-020-100-M010, GCC Rev. 07, Corrigenda 01 & Corrigenda 02 to GCC Rev 07 and Enquiry Letter.
- 13. This Enquiry is subject to Conditions/ limits if any imposed in BHEL-PEM PMD/ Supplier registration.
- 14. Tentative quantity is given in the Enquiry.
- 15. Suppliers to submit offer for RC of said items ONLINE via BHEL-GePNIC Portal only. Suppliers to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the Supplier as a token of acceptance of all the terms and conditions of tender.
- 16. The Supplier along with its associate/ collaborators/ sub-contractors/ sub-Supplier/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL web site http://www.bhel.com and shall immediately bring to the notice of BHEL Management about any fraud as soon as it comes to their notice.

Ref:	Date:
To, Bharat Heavy Electricals Limited PEM, PPEI Building, Plot No 25, Sector -16A Noida (U.P)-201301	
Reference: Tender Enquiry No	
Name of Package:	
Dear Sir,	
We hereby certify that items of	(bidder's name) Intent of(bidder's name) Intent of%. Further Intent of
Further, cost of locally imported items (inclusive of taxes) sourced lo is Rs and cost of licence/royalty paid/technical expertise cost of is Rs	•
Details of the location(s) at which the local value addition-	
Yours very truly	
(Signing Authority Name & Sign)	
(Firm Name)	

Format for Land Border Certificate as per GFR

To be given on Letter head of Bidder

Ref:	Date:
То,	
Bharat Heavy Electricals Limited	
PEM, PPEI Building,	
Plot No 25, Sector -16A	
Noida (U.P)-201301	
Reference:	
Order no-F6/18/2019-PPD dated 23.07.2020 issued	by Ministry of Finance.
Tender Enquiry No	
Offer No	
Name of Package:	
Dear Sir,	
I have read the clause regarding restriction on procal a land border with India. I hereby certify that Compa to be considered.	•
Thanking You,	
Yours faithfully,	
(Company director seal and signature)	