



Bharat Heavy Electricals Limited
(A Govt. Of India Undertaking)
PROJECT ENGINEERING MANAGEMENT
NOTICE INVITING TENDER (NIT)

Enquiry No- PE/PG/RTC/E-7532/2024

Date- 28-May-24

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

1. Tender Type	Open Tender (Domestic-Indian)	
2. Mode of Enquiry	E - PROCUREMENT	
3. Project	Framework Agreement (Rate Contract) of RIGID STEEL CONDUITS	
4. Executing Agency	BHEL-PEM	
5. Package	RIGID STEEL CONDUITS	
6. Whether Package is DIVISIBLE or NON - DIVISIBLE	DIVISIBLE	
7. Due Date & Time	07 June 2024	12:00 PM
8. Earnest Money Deposit (EMD)	Not applicable	
9. Tender Cost	NIL	
10. Numbers of Part bid	2-Part bid (Techno-commercial and price bid)	
11. Technical Scope	As per Tech. Spec No: PE-TS-999-558-E002 Rev 00	
12. Pre-Bid clarifications	Bidders to contact BHEL-PEM (over phone/mail/visit-BHEL-PEM) for any clarification (technical or commercial) at least 05 days before due date of tender opening & get it clarified well before due date so that offers by the bidders may be submitted within due date & time.	
13. Schedule of Pre-Bid Meeting	Pre - Bid meeting may be conducted, if required, and the same shall be communicated through corrigenda for this tender enquiry before technical bid opening.	
14. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
15. Delivery terms	For Supply Portion: FOR Despatch station	
16. Delivery Schedule: -		
Engineering	Drawing/ documents submission & re-submission schedule shall be as per Technical Specification: PE-TS-999-558-E002 Rev 00	
Main Supply ("A")	<ul style="list-style-type: none">140 days from the date of PO (for Unit-1, Unit-2 and common area) Additional 75 days for one additional unit and 150 days for two or more additional unit i.e. 215 days in case of 3 units and 290 days in case of 4 or more units.	
Notes:		
a. Supplier to start manufacturing/supply only after getting the applicable engineering Drgs. /docs approved from BHEL/End Customer.		
b. Drawings /documents submission/re-submission schedule shall be as per Technical specification (PE-TS-999-558-E002 Rev 00) which shall be used for progress monitoring purpose and required course correction, if any.		



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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 180 ('C') days from the PO date. In case of more than 2 units, validity period will be increased by supply time considered for subsequent units.

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.



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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.

17. Price Variation Clause (PVC) is applicable for the enquiry and Price shall be variable. Base date for initial prices shall be First April 2024 (01.04.2024). All bidders should quote as per Price Variation formulae attached as part of NIT.

Also refer Price Variation Formulae Annexure for details pertaining to Price Variation. The price variation shall be limited to +20% of the total ex-works price actually supplied and -ve price variation shall be unlimited.

18. Validity of offer shall be as per cl.no.7(instruction to bidders) of GCC Rev 07.

19. CIF Content	Not Available
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20. Integrity Pact Applicability	YES
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21. In line with cl. No. 12 of (ITB) GCC Rev07, following Independent External Monitors (IEMs) have been appointed by BHEL.

Shri Otem Dai, IAS (Retd.) (iem1@bhel.in)
Shri Bishwamitra Pandey, IRAS (Retd.) (iem2@bhel.in)
Shri Mukesh Mittal, IRS (Retd.) (iem3@bhel.in)

22. Performance Security (PS)	PS applicability	No Performance Security (PS) against the current enquiry (for Framework Agreement (Rate Contract) for Rigid Steel Conduits package). However, Bidders to note that Performance Security shall be submitted for orders placed by Project Groups of BHEL-PEM on the Framework Agreement (Rate Contract). Successful bidder/s will have to submit Bank Guarantee for each POs (irrespective of value) which will be placed under the (Framework Agreement) Rate Contract finalised through this tender considering RC as original contract as per format mentioned in in GCC Rev 07. Relevant details of the PS to be submitted on the basis of Framework Agreement (Rate Contract) as following:
		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.
	I	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



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		Supply based on certification by Project Group/Purchaser
		OR
	II	5% of the contract value (total Ex-works price). 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 Project Group/Purchaser
	Modes of deposit	<p>Performance security may be furnished in the following forms:</p> <p>a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.</p> <p>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.</p> <p>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).</p> <p>d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).</p> <p>e) Insurance Surety Bond.</p> <p>(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)</p> <p>Performance Security is to be furnished within 14 days from the date of PO/LOA and it 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.</p>
	Remarks for PS	<p>a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</p> <p>b) Performance security should be refunded to the contractor 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.</p> <p>The Performance Security shall not carry any interest.</p>



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<p>23. Breach of contract, Remedies and Termination (Tenderer to note that this clause will supersede any clause regarding recovery amount from Tenderer due to Breach on contract mentioned anywhere in GCC Rev07 and its corrigendum)</p>	<p>In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Vendor using following instruments:</p> <p>(i) encashment of security instruments like EMD, Performance Security with executing agency (PEM) against the said contract</p> <p>(ii) 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 Vendor, retention amount etc. with executing agency (PEM)</p> <p>(iii) balance amount from security instruments like EMD, Performance Security and other financial remedies i.e. available bills of the Vendor, retention amount etc. with other units of BHEL</p> <p>(iv) if recovery is not possible then legal remedies shall be pursued</p>
<p>24. Tender Evaluation - 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.</p> <p>In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.</p> <p>In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/draw of lots, in the presence of the respective L-1 bidder (s) or their representative(s). Ranking will be done accordingly. BHEL's decision in such situations shall be final & binding</p>	
<p>25. Terms & Conditions: - The terms & conditions shall be as per enclosed special conditions of the contract (copy enclosed), GCC Rev 07 & Corrigendum 01 to GCC Rev-07 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.</p>	
<p>26. Payment Terms:</p> <p>As per clause No. 9.1 of General Commercial Terms and Conditions of GCC, Rev -07</p>	
<p>27. Reverse Auction:</p> <p>BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com) for this tender. RA shall be conducted among the techno-commercially qualified bidders. Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(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.</p>	
<p>28. Bidder to note that this is an Open Tender enquiry & Reverse Auction participation shall be subject to following condition:</p> <p>a. Qualifying Technical & Financial Pre-Qualification Requirement.</p> <p>b. Techno-commercial acceptance of offer by BHEL-PEM.</p> <p>c. Registration in BHEL-PEM for Rigid Steel Conduits package</p> <p>The bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.pem.bhel.com -->vendor section-->online 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.</p>	



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

"Vendors 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 vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."

30. Bidders are requested to refer clause no 26.0 (Make in India) of instructions to bidder of GCC Rev 07. Further, following shall be taken into consideration for submitting bids by bidders:

- For this procurement, Public Procurement (preference to make in India), order 2017, Dt:- 15.06.17, 28.05.18 & 29.05.19, 16.09.2020 and subsequent orders issued by the respective nodal ministry shall be applicable even 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. Vendors are requested to go through the above mentioned orders and submit their in adherence to Public Procurement (preference to make in India), order 2017, Dt:- 15.06.17, 28.05.18 & 29.05.19 and subsequent orders.
- Minimum Local Content prescribed for Rigid Steel Conduits package by Nodal Ministry is 60% and hence for this procurement, as per Public Procurement (preference to make in India), order 2017, Dt:- 15.06.17, 28.05.18, 29.05.19 & 16.09.2020 and subsequent orders issued by the nodal ministry, **this package is reserved for only Class-I supplier having Minimum local Content 60%**. Class-II and Non-Local suppliers are not eligible to quote for this enquiry.

Please submit the extract of AGM Resolution of your company regarding appointment of statutory auditor or cost auditor of current year.

31. Purchase preference to MSE vendor :

Bidders to note that contract of subject tender is proposed to be done with Two (02) suppliers in the ratio of 70-30 value-wise at L1 FOR site price as follows:

Splitting criteria:

Case 1: If L1 is Non-MSE Supplier, then order for 70% value shall be given to L1 Supplier. MSE preference criteria shall be exercised for balance 30% value in order wherein L1 Rates (Ex works + Freight) shall be counteroffered to all techno-commercially qualified MSE Suppliers. In case acceptance of counteroffer is received from more than one MSE Supplier then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable). If MSE Suppliers regret to match L-1 Rates, then 30% value shall be counter-offered to all Non-MSE Techno-commercially approved Suppliers. In case acceptance of counter offer is received from more than one Supplier, then acceptance of lowest Supplier(s) as per FINAL Reverse Auction Ranking.

Case 2: If L1 is MSE Supplier then order for 70% value shall be given to L1 Supplier. MSE preference criteria shall be exercised for balance 30% value in order wherein L1 Rates (Ex works + Freight) shall be counteroffered to balance techno-commercially qualified MSE Suppliers. In case acceptance of counter offer is received from more than one MSE Suppliers then acceptance shall be considered as per FINAL Reverse Auction Ranking (as applicable). If MSE Suppliers regret to match L-1 rates, then 30% value shall be counteroffered to all Non-MSE Techno-commercially approved Suppliers. In case acceptance of counter offer is received from more than one Supplier, then acceptance of lowest bidder(s) as per FINAL Reverse Auction Ranking.

If none of the bidder accepts counter-offered L1 rates, then contract shall be awarded to L1 vendor for 100% value.



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32. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com), <https://eprocurebhel.co.in/nicgep/app> & BHEL-PEM website (www.pem.bhel.com). Bidders should regularly visit websites to keep themselves updated.

33. If bidder mentions Not Applicable / Not required / Not Quoted in BHEL price format, the same to be substantiated by the bidder. If such item is required to be supplied for system completion in future, same will be supplied free of cost.

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

Manish Kumar Sinha / SR. MGR.-CMM
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: manish.sinha@bhel.in
Ph. No. 0120-6748120

Kumar Suman Saurabh/ DY. Manager- CMM
M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
Power Project Engineering Institute,
HRD & ESI Complex,
Plot No 25, Sector-16 A, Noida-201301
E-MAIL: sumansaurabh@bhel.in
Ph. No. 9718771765

35. GST shall be payable extra at actual as per the HSN code finalised for the items during detailed BBU.

36. GeM Seller ID shall be mandatory before placement of order/award of contract to the successful bidder

37. Bidders to quote freight charges in percentage of their quoted Total Ex-works Prices. Bidder to quote non-zero freight % for supply.

38. Over all (%) quantity variation: The variation on overall package value shall be limited to +/-30%

39. Bidders shall Quote for the entire scope. Partial scope is not acceptable.

40. Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc.
Offer of only those bidders shall be considered further, who meets the PQR criteria.
Bidders to furnish latest verification details for checking veracity of document(s) by BHEL. In case the same found not available, Purchaser has right to reject such document from evaluation.
Format for the same is below: -

Sl. No.	Project Name	Customer Name, Contact Address, Phone No. & Email ID	Contract/ Order No.	Value of Contract/ Order	Brief of Work	Completion Date

41. Self-declarations/ auditor's/ accountant's certificates submitted by the manufacturer/ supplier may be verified randomly by the committee constituted as per MoP Order 28-07-2020. In case of false documents/misrepresentation of the facts requisite action against such manufacturer/ supplier will be taken based on the recommendation of the Committee

42. Bidders to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.



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43. 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 items/Package.
44. The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines
45. The offers of the bidders who are under suspension as also the offers of the bidders, who engage the services of the firms debarred across BHEL, shall be rejected. The list of firms debarred across BHEL is available on BHEL web site www.bhel.com.
- 1.0 Integrity commitment, performance of the contract and punitive action thereof:
- 1.1. 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.
- 1.2. Commitment by Bidder/ Supplier/ Contractor:
- 1.2.1. 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.
- 1.2.2. 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.
- 1.2.3. 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 malpractices, 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".
46. A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anticompetitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder 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 Bidder; or
 - e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder 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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Or

g) A Bidder 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. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.

47. 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 finalization.

48. Bidders to note that offers shall be submitted strictly in accordance with the requirements of tender documents. Bidders 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 & Financial PQRs
- Local content certificate in line with Make in India Order dated 16.09.2020 along with AGM as per clause no. 31 of NIT.
- Land Border certificate compliance as per DOE circular dated 23.02.2023
- Integrity pact
- Price bid along with Annexure-II on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

49. It shall be the responsibility of the bidder to ensure that the tender is uploaded on or before the due date and time. Late offers are not accepted.

50. All other terms and conditions shall be as per Special Conditions of Framework Agreement (Rate Contract), and GCC Rev07 & Corrigenda-01 to GCC Rev 07.

In the event of any contradiction in the terms and conditions mentioned, the order of preference shall be as mentioned in clause no 36 of GCTC of GCC (Rev.07).

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

RATE CONTRACT

TECHNICAL SPECIFICATION FOR RIGID STEEL CONDUITS

SPECIFICATION No. PE-TS-999-558-E002
ISSUE NO. 01
REV NO. 00



BHARAT HEAVY ELECTRICALS LIMITED
POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA, INDIA



**TECHNICAL SPECIFICATION
RIGID STEEL CONDUITS
RATE CONTRACT**

PE-TS-999-558-E002


Issue No: 01

Rev. No. 00


Date : 08.05.2024


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	TECHNICAL SPECIFICATION RIGID STEEL CONDUITS RATE CONTRACT	PE-TS-999-558-E002
		Issue No: 01
		Rev. No. 00
		Date : 08.05.2024

SCOPE		
SCOPE OF THIS PACKAGE COVERS THE FOLLOWING:		
SL.NO	PARAMETERS	REQUIREMENT
1	Supply Including Design, Engineering, Manufacturing of Rigid steel conduits	YES
a)	Main Supply	YES
b)	Commissioning Spares	NO
2	Painting	NO
3	Inspection & Testing	YES
4	Packing	YES
5	Transportation & Delivery To Site	YES
6	Erection & Commissioning	NO
7	Supervision of Erection & Commissioning	NO
8	Mandatory Spares	NO
9	O & M Service	NO
10	O & M Spares	NO

	TECHNICAL SPECIFICATION RIGID STEEL CONDUITS RATE CONTRACT	PE-TS-999-558-E002
		Issue No: 01
		Rev. No. 00
		Date : 08.05.2024
	GENERAL TECHNICAL REQUIREMENT	
1	This specification is intended for finalization of rate contract between BHEL PEM and Bidder. Standard technical detail as indicated in the specification shall be agreed upon between BHEL PEM and bidder. Project specific technical detail shall be made available to the bidder along with project enquiry.	
2	It is not the intent to specify herein all the details of design and manufacturing. Bidder shall ensure that the offered equipment confirms in all respects to high standards of design, engineering and workmanship.	
3	Bidder shall also ensure that the offered equipment shall comply with all applicable statutory and regulatory requirements.	
4	In the event of any conflict between the requirements of two clauses of this specification, documents or requirements of different codes and standards specified, the more stringent requirement as per the interpretation of the owner shall apply.	
5	Drawing/document submission shall be through web based Document Management System(DMS) of BHEL. Bidder would be provided access to the DMS for drawing/document submission. Bidder to ensure internet connectivity of min speed of 2Mbps at their end.	
6	Drawings/ documents submitted by vendor at any stage shall be complete in all respects. Any incomplete drawing submitted shall be treated as non- submission with delays attributable to vendor. For any clarification/ discussion required to complete the drawings, the bidder shall depute his personnel to BHEL / Customer's Office as per the requirement for across the table submission/ finalizations of drawings.	
7	Latest codes and standards shall be complied with as on date of techno-commercial bid opening.	
8	Bidder shall submit Quality Plan in the event of order based on the Quality Plan enclosed therein on compliance route. Inspection / testing shall be witnessed as per same apart from review of various test certificates/ Inspection records etc.	
9	Equipment must be safe, reliable and easy to maintain at all operating condition.	
10	The bidder to quote for items as per price schedule attached with NIT. The quantity as mentioned in the BOQ is only for evaluation purpose. However actual ordered quantity may vary from project to project throughout the contract.	
11	After rate contract; against specific project requirement following information shall be furnished by BHEL:- a) BOQ (Bill of Quantities)	
12	Each end of conduit length shall be threaded. Thread shall be protected by Zinc rich paint.	
13	At contract stage, the successful bidder shall submit the Quality Plan for BHEL/ ultimate customer's approval. There shall be no commercial implication to BHEL on account of Quality plan approval.	
14	The inspection shall be carried out once for the material offered for inspection in one lot. For subsequent lots against the same project, the material can be accepted based on certificate of compliance furnished by the vendor.	

	TECHNICAL SPECIFICATION RIGID STEEL CONDUITS RATE CONTRACT		PE-TS-999-558-E002
			Issue No: 01
			Rev. No. 00
			Date : 08.05.2024
TECHNICAL DATA - PART - A			
SL.NO	DESCRIPTION	UOM	DETAIL
1.0	DESIGN CODES & STANDARDS		
1.1	Conduits for electrical installation		IS:9537 (Part I & II)
1.2	Recommended practice for hot dip galvanizing on iron and steel		IS:2629
1.3	Specification for hot dip zinc coatings on structural steel and allied products		IS:4759
1.4	Methods for determination of mass of zinc coating on zinc coated iron and steel articles		IS:6745
1.5	Hot rolled Steel strip for welded tubes and pipes		IS: 10748
1.6	Method for testing uniformity of coating on zinc coated articles		IS: 2633
1.7	Code of practice for phosphating iron & steel		IS:6005
2.0	DESIGN /SYSTEM PARAMETERS		
2.1	Make		BIS approved
2.2	Type		Hot rolled mild steel
3	Construction features		
3.1	Sizes		AS PER BOQ CUM PRICE SCHEDULE
3.2	Standard length	meter	3 – 5
3.3	Conduit thickness (minimum)	mm	1.6mm upto & including 32 mm dia, 2.0mm above 32 mm & upto 50 mm dia
3.4	Classification as per mechanical properties		Heavy
3.5	Epoxy thickness	micron	50 (applicable for epoxy coated conduits only)
3.6	Surface treatment		Hot dip galvanizing on inside & outside surface as per IS 2629
3.7	Pre-treatment		As per IS 6005 prior to galvanising
3.8	Min. Thickness of zinc coating	micron	48 (upto & including 32 mm dia), 65 (above 32mm & upto 50 mm dia)
3.9	Min. Weight of zinc coating	g/mm ²	340 (upto & including 32 mm dia) 460 (above 32 mm & upto 50 mm dia)


	TECHNICAL SPECIFICATION RIGID STEEL CONDUITS RATE CONTRACT		PE-TS-999-558-E002
			Issue No: 01
			Rev. No. 00
			Date : 08.05.2024
TECHNICAL DATA - PART - A			
SL.NO	DESCRIPTION	UOM	DETAIL
3.10	Marking		(i) Rigid conduits shall be marked at least once on each manufacturing length, preferably 50 mm from one end, with the following: a) Manufacturer's name or trade mark, if any; b) Country of manufacture; and c) Nominal size of the conduits. d) ISI Certification Mark. Marking may be applied by moulding, stamping, printing, adhesive label or water slide transfers. (ii) Marking shall be durable and legible. (iii) Marking shall be checked by inspection and by rubbing lightly the marking by hand for 15 seconds with a piece of cloth soaked with water and again for 15 seconds with a piece of cloth soaked with petroleum spirit.
4.0	PERFORMANCE PARAMETERS		Not Applicable
5.0	INSPECTION/TESTING		
5.1	Type test conduction required	Yes/ No	No
5.2	Acceptance & Routine test		All acceptance and routine tests as per Quality plan (PE-QP-999-558-E001, REV 05) shall be carried out. Charges for these shall be deemed to be included in the conduit price.

		MANUFACTURER/ SUPPLIER NAME & ADDRESS		BIDDER/ SUPPLIER		STANDARD QUALITY PLAN				SPEC. NO :		DATE:					
CUSTOMER :						QP NO.: PE-QP-999-558-E001, RUS						DATE: 22.02.2024					
PROJECT:						PO NO.:						DATE:					
ITEM: RIGID STEEL CONDUITS						SYSTEM: STATION LIGHTING SYSTEM						SECTION: II		SHEET 2 OF 2			
SL NO.	COMPONENT & OPERATIONS	CHARACTERISTICS	CLASS	TYPE OF CHECK	QUANTUM OF CHECK	REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD	AGENCY	REMARKS							
1	2	3	4	5	6	7	8	9	**								
						M	B/ C			D	M	B	C				
3.0 PACKING						DATA SHEET						REPORT					
PACKING						SOUNDNESS OF PACKING AGAINST TRANSIT DAMAGE		MA	VISUAL	100%	100%	BHEL APPROVED DOCUMENT	BHEL APPROVED DOCUMENT	INSPECTION REPORT	P	V	-

NOTE: Latest revision/ year of issue of all the standards (ISI/ ASME/ IEC etc.) Indicated in QP shall be referred.

LEGENDS:
RECORDS IDENTIFIED WITH "TICK" (✓) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION.
M: SUPPLIER/ MANUFACTURER/ SUB-SUPPLIER, B: MAIN SUPPLIER/ BHEL THIRD PARTY INSPECTION AGENCY, C: CUSTOMER, P: PERFORM, W: WITNESS, V: VERIFICATION, AS APPROPRIATE
MA: MAJOR, MI: MINOR, CR: CRITICAL, D: DOCUMENTATION


BHEL				BIDDER/ SUPPLIER				FOR CUSTOMER REVIEW & APPROVAL					
ENGINEERING		QUALITY		Sign & Date		Sign & Date		Reviewed by		Name		Seal	
Prepared by	Sign & Date	Name	Checked by	Sign & Date	Name	Reviewed by	Sign & Date	Name	Approved by	Sign & Date	Name	Seal	
Reviewed by	15/02/2024	MEET SAGAR SINGH RAJPAI	23.2.24	Signature	23.2.24	Signature	23.2.24	Signature	23.2.24	Signature	23.2.24	Signature	
	15/02/2024	HEMA KUSHWAHA	23.2.24	Signature	23.2.24	Signature	23.2.24	Signature	23.2.24	Signature	23.2.24	Signature	

	TECHNICAL SPECIFICATION RIGID STEEL CONDUITS RATE CONTRACT	PE-TS-999-558-E002
		Issue No: 01
		Rev. No. 00
		Date : 08.05.2024

PACKING REQUIREMENT

Sl.no	DESCRIPTION
1	Type of Packing :
1.1	The material shall be packed to ensure protection against damage during transit, storage for prolonged periods and handling.
1.2	The ends of conduits shall be sealed with protective caps.
1.3	Each conduit shall be wrapped in plastic to prevent dust deposition.
1.4	The conduits should be aligned and stacked in bundles (a maximum of 25 pieces per bundle).
1.5	Each bundle shall be covered with jute fibre / thick plastic wrap for protection against extreme weather. Then, the bundle shall be tied with twin-strand mild steel wire, strong rope or steel strip.

<div><div>बी एच ई एल</div><div>BHEL</div></div>		TECHNICAL SPECIFICATION RIGID STEEL CONDUITS RATE CONTRACT				PE-TS-999-558-E002	
						Issue No: 01	
						Rev. No. 00	
						Date : 08.05.2024	
UNPRICED SCHEDULE							
Sr. No.	Item code	Item description	Unit	Order Quantity	UNIT PRICE (EX- WORKS) (Rs)	TOTAL PRICE (EX-	REMARKS
1.0	Hot dip Galvanised Rigid Steel Conduits (Heavy Duty)						
1.1	558-15002-A	GI CONDUITS,1.6MM THICK, 20MM DIA	mtrs.	2073580	(0.703*X)/2073580	0.703*X	
1.2	558-15003-A	GI CONDUITS,1.6MM THICK, 25MM DIA	mtrs.	310665	(0.127*X)/310665	0.127*X	
1.3	558-15004-A	GI CONDUITS,2.0MM THICK, 40MM DIA	mtrs.	191255	(0.145*X)/191255	0.145*X	
1.4	558-15005-A	GI CONDUITS,2.0MM THICK, 50MM DIA	mtrs.	1200	(0.001*X)/1200	0.001*X	
1.5	558-15001-A	GI CONDUITS 1.6MM THK EPOXY 20MM DIA	mtrs.	56840	(0.024*X)/56840	0.024*X	
					Grand Total (Rs)	X	
Note:							
Bidder to quote grand total value of the complete package (Rs X) only as per the BOQ above, The item wise break up of total price and unit price shall be derived as per the formulae indicated above.							
2.0	Price variation formulae						
2.1	Prices shall be variable as per following PVC formulae: P = (Po/100) (15 + 65 (S/So) + 20 (Zn/Zno)) "Indices to be taken from Cir. No.: IEEMA(PVC)/TLA&H(R-3) --- and JPC for the applicable month." Po = Price quoted/confirmed. So = average JPC steel price of H. R. COILS 2.00 MM This price is as applicable on the 1st working day of the month, one month prior to the date of tendering. Zno = Price of Electrolytic high-grade zinc (IEEMA) This price is as applicable on the 1st working day of the month, one month prior to the date of tendering. S= average JPC steel price of H. R. COILS 2.00 MM This price is as applicable on the 1st working day of the month, two months prior to the date of delivery. Zn = Price of Electrolytic high-grade zinc (IEEMA) This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.						
2.2	The date of delivery is the date on which materials are notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.						
2.3	PVC shall be payable within contractual delivery period (including any extension thereto)						

	TECHNICAL SPECIFICATION RIGID STEEL CONDUITS RATE CONTRACT	PE-TS-999-558-E002
		Issue No: 01
		Rev. No. 00
		Date : 08.05.2024

DOCUMENTATION REQUIREMENT

DRAWINGS & DOCUMENTS TO BE SUBMITTED BY ALL THE BIDDERS ALONG WITH THE BID	
Sl. No.	DOCUMENT TITLE
1	PQR CREDENTIALS
2	COMPLIANCE SHEET

DRAWINGS & DOCUMENTS TO BE SUBMITTED BY SUCCESSFUL BIDDER AFTER AWARD OF CONTRACT ALONG WITH SUBMISSION SCHEDULE					
Sl. No.	DOCUMENT TITLE	SUBMISSION SCHEDULE			
		Vendor submission (Days) *	BHEL Comment (Days)	Vendor submission (Days) #	BHEL & Customer comment/ approval (Days)
I	Primary documents				
1	DATA SHEET OF RIGID STEEL CONDUIT	7	4	3	16
2	QUALITY PLAN OF RIGID STEEL CONDUIT	7	4	3	16
NOTES:					
a) * 1st submission within indicated days from date of purchase order.					
b) # Submission (within indicated days) after incorporating all BHEL comments.					
c) Primary documents shall be considered for Delay analysis					

DRAWINGS & DOCUMENTS TO BE SUBMITTED AS FINAL/AS-BUILT DOCUMENT	
Sl. No.	DOCUMENT TITLE
1	APPROVED DOCUMENTS
2	APPROVED QUALITY PLAN
3	ALL TEST CERTIFICATES



**TECHNICAL SPECIFICATION
RIGID STEEL CONDUITS
RATE CONTRACT**

PE-TS-999-558-E002

Issue No: 01

Rev. No. 00

Date : 08.05.2024

COMPLIANCE CERTIFICATE


1	It is hereby confirm that the technical specification (sheet 1 to 13) has been read, understood. We confirm compliance to the tender specification including any clarification and amendments without any deviation.
2	It is hereby declared that any technical submittals which was not specifically asked for in NIT shall stand withdrawn.

Signature of authorised Representative

Name and Designation :

Name & Address of the Bidder

Date

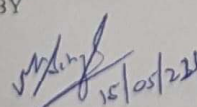
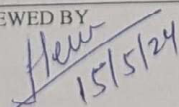
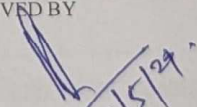
	PRE-QUALIFICATION REQUIREMENTS OF RIGID STEEL CONDUITS	PE-PQ-XXX-558-E004
		REVISION NO. 02 DATE 15/05/2024
		SHEET NO. 1 OF 1

ITEMS : RIGID STEEL CONDUITS
SCOPE : Supply : YES; Erection & Commissioning : NO;

1.0	Vendor should be a BIS approved manufacturer of rigid steel conduits as per IS-9537 Part II.
2.0	Availability of test reports of rigid steel conduits to establish in- house capability at manufacturer's works to carry out all routine, type & acceptance tests as per relevant IS.
3.0	Capacity of manufacturing 30 MT of rigid steel conduits per month.
4.0	Manufactured and supplied at least 80 km of rigid steel conduits in one or more orders.
5.0	Minimum two (2) nos. purchase orders for rigid steel conduits shall be submitted which should not be more than five (5) years old from the date of application for registration or techno-commercial bid opening (as applicable) for establishing continuity in business.

NOTES:

1. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.
2. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
3. After satisfactory fulfillment of all the above criteria! requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.

PREPARED BY  NAME: M S S RAJPAL DSGN: MANAGER	REVIEWED BY  NAME: HEMA KUSHWAHA DSGN: DGM	APPROVED BY  NAME: DEBASISH RATH DSGN: GM-ELECT
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PRE - QUALIFYING REQUIREMENTS

PROJECT:	RATE CONTRACT
PACKAGE:	RIGID STEEL CONDUIT

CRITERIA FOR EVALUATION - FINANCIAL :

Amount (in Rs.)

Average annual financial turnover value during any three out of last six Financial Years as on tender due date should not be less than 5,08,00,000.00

Rs.Five Crore Eight Lakh only

Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for any three out of last six Financial Years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

e) Bidder who is 50% or above subsidiary of any other company including those registered outside India and does not meet any of the above Financial Criteria, such bidder may be qualified based on credentials of its holding company provided such holding company meets the above PQR criteria. In such case, the Bidder would be required to furnish a Letter of Support from its Holding Company, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

f) In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, a Certificate would be required from CEO/CFO stating that the financial results of the Company are under audit as on the date of Techno-commercial bid opening and are not available.



UN PRICE SCHEDULE FOR FRAMEWORK AGREEMENT (RATE CONTRACT) OF RIGID STEEL CONDUITS

Bidder Name:

Sr. No.	Item code	Item description	Unit	Order Quantity (metres)	UNIT PRICE (EX-WORKS) (INR)	TOTAL PRICE (EX-WORKS) (INR)	FREIGHT CHARGES (EXCLUDING GST) @ % OF TOTAL EX WORKS (INR)	Applicable GST Rate % (on "Total Ex-Works +Freight ")	TOTAL F.O.R. SITE PRICE (INR)
1.0	Hot dip Galvanised Rigid Steel Conduits (Heavy Duty)								
1.1	558-15002-A	GI CONDUITS,1.6MM THICK, 20MM DIA	mtrs.	2073580	(0.703*X)/2073580	0.703*X			#VALUE!
1.2	558-15003-A	GI CONDUITS,1.6MM THICK, 25MM DIA	mtrs.	310665	(0.127*X)/310665	0.127*X			#VALUE!
1.3	558-15004-A	GI CONDUITS,2.0MM THICK, 40MM DIA	mtrs.	191255	(0.145*X)/191255	0.145*X			#VALUE!
1.4	558-15005-A	GI CONDUITS,2.0MM THICK, 50MM DIA	mtrs.	1200	(0.001*X)/1200	0.001*X			#VALUE!
1.5	558-15001-A	GI CONDUITS 1.6MM THK EPOXY 20MM DIA	mtrs.	56840	(0.024*X)/56840	0.024*X			#VALUE!
					Grand Total (Rs)	X			

Note:

Bidder to quote grand total value of the complete package (Rs X) only as per the BOQ above. The item wise break up of total price and unit price shall be derived as per the formulae indicated above.

Price variation formulae

Prices shall be variable as per following PVC formulae:

$$P = (Po/100) (15 + 65 (S/So) + 20 (Zn/Zno))$$

**"Indices to be taken from
Cir. No.: IEEMA(PVC)/TLA&H(R-3) ---
and JPC for the applicable month."**

Po = Price quoted/confirmed.

So = average JPC steel price of H. R. COILS 2.00 MM

This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.

Zno = Price of Electrolytic high-grade zinc (IEEMA)

This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.

S= average JPC steel price of H. R. COILS 2.00 MM

This price is as applicable on the 1st working day of the month, two 'months prior to the date of delivery.

Zn = Price of Electrolytic high-grade zinc (IEEMA)

This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.

The date of delivery is the date on which materials are notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.

PVC shall be payable within contractual delivery period (including any extension thereto)



PRICE VARIATION FORMULAE

RIGID STEEL CONDUITS **FRAMEWORK AGREEMENT - RATE CONTRACT**

1. Price shall be variable as per price variation formulae given below.
The price variation shall be limited to +20% of the total ex-works price actually supplied and -ve price variation shall be unlimited.
2. Prices shall be variable as per following PVC formulae:
$$P = (Po/100) (15 + 65 (S/So) + 20 (Zn/Zno))$$

"Indices to be taken from
Cir. No.: IEEMA(PVC)/TLA&H(R-3) ---
and JPC for the applicable month."
Po = Price quoted/confirmed.
So = average JPC steel price of H. R. COILS 2.00 MM
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering (i.e. 01.04.2024).
Zno = Price of Electrolytic high-grade zinc (IEEMA)
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering ((i.e. 01.04.2024).
S= average JPC steel price of H. R. COILS 2.00 MM
This price is as applicable on the 1st working day of the month, two 'months prior to the date of delivery.
Zn = Price of Electrolytic high-grade zinc (IEEMA)
This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.
3. The date of delivery is the date on which materials are notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.
4. PVC shall be payable within contractual delivery period (including any extension thereto)

COST OF WITHDRAWAL									
PROJECT:-						Framework Agreement (Rate Contract)			
PACKAGE :-						RIGID STEEL CONDUITS			
TENDER ENQUIRY :-									
NAME OF THE BIDDER									
Sl. No.	Volume/Section	Page No.	Clause No.	Technical Specification/Tender Document No	Complete Description of Deviation	Cost of withdrawal of deviation to be entered by the bidder in	Reference of price Schedule of which Cost of Withdrawal of Deviation is applicable	Nature of cost of withdrawal of deviation (Positive/Negative)	Reasons for quoting deviation
1	TECHNICAL DEVIATION								
1.01									
1.02									
1.03									
1.04									
1.05									
2	COMMERCIAL DEVIATION								
2.01									
2.02									
2.03									
2.04									
2.05									

NOTES:

1. Cost of Withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
2. All the bidders have to list out all their technical & commercial deviations (if any) in details in the above format.
3. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
4. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable. In absence of same, such deviation(s) shall not be considered and offer shall be considered in total compliance to NIT.
5. Bidder shall furnish price copy of above format along with price bid.
6. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
7. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
8. For deviations w.r.t. Credit Period, Liquidated damages, Firm prices if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VII of GCC, Rev-07 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
9. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
10. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.
11. Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
12. In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
13. In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT)**SPECIAL CONDITION CONTRACT OF RATE CONTRACT FOR RIGID STEEL CONDUITS**

1. BHEL/PEM intends to enter into Framework Agreement (Rate Contract) for Rigid Steel Conduits package. Framework Agreement (Rate Contract) Validity for ordering shall be two years from the purchase order for Rate Contract.
2. BHEL-PEM will place purchase order for Framework Agreement (Rate Contract) only on suppliers who are registered with BHEL-PEM. Bidders who are not registered with 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 bidders who are not registered with BHEL-PEM may apply for registration in BHEL-PEM through Registration Portal available at www.pem.bhel.com -->vendor section-->online 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 FOR 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 % of the contract value. Bidders 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 Rigid Steel Conduits required at various BHEL project sites. All bidders will be informed the following –
 - a) As and when requirement arises, the concerned Project Groups of BHEL-PEM 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 shall be dealt as per Framework Agreement (Rate Contract) contract terms and shall be directly done with Project Groups which has placed purchase order noted at sl.no. (a) above.
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 order for a specific project based on the Rate Contract.
8. Price Variation shall be applicable for the subject package. Base date for initial prices for this tender shall be first April 2024 (01.04.2024). All bidders shall quote as per the Price Variation Formulae provided in NIT.
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 vendor to for obtain Material Dispatch Clearance Certificate (MDCC) from BHEL or Customer as required before dispatch of material.

Vendor shall give inspection call on BHEL-CQS web site to applicable inspection agency with a copy of inspection call to BHEL-PEM 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-PEM.



BHEL / PEM / CMM
SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT)

Items have to be manufactured as per 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.

10. Other terms and conditions shall be as per Standard Technical specification no. PE-TS-999-558-E002 Rev 00, GCC Rev 07 & Corrigenda 01 to GCC Rev 07, Enquiry letter.
11. This enquiry is subject to Conditions/ limits if any imposed in PMD/ Vendor registration.
12. Tentative quantity is given in enquiry.
13. Bidders to submit offer for RC of said items ONLINE via BHEL-GePNIC Portal only. Bidder to upload tender documents complete in all respects duly signed & stamped on each and every page by the authorized signatory of the bidder as a token of acceptance of all the terms and conditions of tender.
14. The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendor/ 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.

ANNEXURE-A**List of projects considered for rate contract of RIGID STEEL CONDUIT**

1	SHAHPUR KANDI HEP 3X33 MW+(3X33+8)MW
2	2X660 MW Ennore STPS
3	5x800 MW Yadadri TPS
4	ARUN III HEP
5	2X210MW PARICCHHA-B ESP R&M
6	3X40 MW NHL RAMMAM HEP
7	1X800 MW NORTH CHENNAI STAGE-III (FGD)
8	2X800 MW LARA
9	2X800 MW (PH-II) MAHAN ULTRA STPP
10	2X660MW NTPC TALCHER
11	1 X 800MW HPGCL Yamunanagar
12	4x111 MW: Vishnugad Pipalkoti HEP
13	3X800 MW TALABIRA
14	2 X 800MW SINGRAULI
15	2X800 MW RAIGADH
16	2 x 20 MW Rahughat HEP
17	3X660 MW BARH-1 FGD
18	2X660 MW NTPC BARH STPP STAGE II FGD

Make In India certification

Letter head of Company/Cost Auditor/Statutory Auditor

Ref.

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Reference: Enquiry No.

Name of Package: Framework Agreement (Rate Contract) of Rigid Steel Conduits

Dear Sir,

We hereby certify that items offered by us of “Framework Agreement (Rate Contract) of PVC Wires” meets the requirement in line with NIT and Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20 & 16.09.20 and subsequent orders if any.

Local Content:_____ %

We further confirm that details of location at which the local value addition will be done at our works located at
.....
..... (complete address of the works)

Yours truly

..... (authorized signatory of company)
..... (firm name)

Land Border Certificate

Dated:

Tender Title:

This has reference to order no. F.No.7/10/2021-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division. We, M/s _____, confirm the following:

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this M/s _____ is not from such a country.

I hereby certify that this M/s _____ fulfills all requirements in this regard and is eligible to be considered.

Signature with Company seal

Annexure-1

INTEGRITY PACT**Between**

Bharat Heavy Electricals Ltd. (BHEL), a company registered under the Companies Act 1956 and having its registered office at "BHEL House", Siri Fort, New Delhi - 110049 (India) hereinafter referred to as "The Principal", which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the ONE PART

and

_____, (description of the party along with address), hereinafter referred to as "The Bidder/ Contractor" which expression unless repugnant to the context or meaning hereof shall include its successors or assigns of the OTHER PART

Preamble

The Principal intends to award, under laid-down organizational procedures, contract/s for _____

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) 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.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even after mediation by the panel of IEMs, either party may take further action as the terms & conditions of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For & On behalf of the Principal
(Office Seal)

Place _____

Date _____

Witness: _____
(Name & Address) _____

For & On behalf of the Bidder/ Contractor
(Office Seal)

Witness: _____
(Name & Address) _____

Clause on IP in the tender

Integrity Pact (IP)

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

SI	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s):

(1)
Name: _____
Deptt: _____
Address: _____
Phone: (Landline/ Mobile) _____
Email: _____
Fax: _____

(2)
Name: _____
Deptt: _____
Address: _____
Phone: (Landline/ Mobile) _____
Email: _____
Fax: _____