



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- 77/24/6062/SEE

Date -28-Feb-25

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

1. Tender Type	Open Tender (Domestic-Indian)		
2. Package	LOCAL PUSH BUTTON STATION		
3. Project	Framework Agreement (Rate Contract) of LOCAL PUSH BUTTON STATION		
4. Executing Agency	BHEL-PEM		
5. Mode of Enquiry	E - PROCUREMENT		
6. Nature of Package (Divisible/Non-Divisible)	Divisible		
7. Numbers of Part bid	2-Part bid (Techno-commercial and Price bid)		
8. Due Date & Time	For offer submission	11/03/2025	12:00 IST
	For P-1 bid opening	11/03/2025	16:00 IST
9. Earnest Money Deposit (EMD)	Not Applicable	EMD Amount	NA
10. Tender Cost	NIL		
11. Eligibility of Local Supplier as per MII	Only Class I Supplier (with local content 50% and above)		
12. Technical Scope	As per Technical specification No: PE-TS-999-506-E004		
13. 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.		
14. Prequalification Requirements	Financial PQR- NO		Technical PQR- YES
15. Delivery terms for Supply	FOR Despatch Station		
16. Delivery Schedule:			
A. Main Supply & Commissioning Spares (if any)	120 days from the date of PO (for Unit-1, Unit-2 and common area)		
B. Mandatory Spares	NA		
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-999-506-E004) 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 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:

- B is the Vendor delay days beyond original contractual delivery period for main supply /extended delivery period owing to time taken by BHEL.
- 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.
- 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: -

- Any Delay in providing comments/ approval on Primary drawing/documents beyond the stipulated time as specified in NIT.
- 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.
- Delay in providing engineering input/material by BHEL.
- Delay in deputing inspector for inspection and delay in release of MDCC in line with GCC
- 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. 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 period stipulated in the Order/ Contract.

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

18. Guarantee Terms: As per Clause No-12.0 except Clause no 12.2 (b) of General Commercial Terms & Condition of GCC Rev 07.

19. Validity of offer shall be as per Clause no. 7 (Instruction to Suppliers) of GCC Rev 07.

20. PVC(Price Variation Clause) : Not Applicable

21. CIF Content

Not Available

22. Integrity Pact Applicability

Yes,
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)

23. 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.

24. Payment terms:

As per clause No. 9.1 of General Commercial Terms and Conditions of GCC, Rev 07 i.e.

Payment of basic price of supplied materials (as per PO/ approved billing schedule) along with freight and taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as below:

On receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser and on submission of certificate of submission of all the final documents for the package (as per Annexure IX(A) of GCC Rev 07), duly certified by Engineering Department of Purchaser.

Note:

Payment will be released within days as mentioned below after submission of complete documents:

- 90 days for non MSME as per MSMED Act
- 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- 60 days for vendors qualified as Medium Enterprises as per MSMED Act.

25. 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:

- 90 days for non-MSME as per MSMED Act.
- 45 days for Suppliers qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act.
- 60 days for Suppliers qualified as Medium Enterprises as per MSMED Act.

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

27. 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.”

28. Supplier to note that this is an Open Tender enquiry & Reverse Auction participation shall be subject to following condition:

- Qualifying Technical Pre-Qualification Requirement.
- Techno-Commercial acceptance of offer by BHEL-PEM.
- Registration in BHEL-PEM for the Tender package

The Suppliers who are not registered with BHEL-PEM may 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.

29. Performance Security (PS)

PS Applicability

No Performance Security (PS) against the current enquiry for Framework Agreement (Rate Contract) for Tender package.

However, Suppliers to note that Performance Security shall be submitted for orders placed by the concerned Purchase Groups of concerned BHEL unit on the Framework Agreement (Rate Contract).

Successful Supplier/s will have to submit Performance Security for each POs (irrespective of value) which will be placed under the Framework Agreement (Rate Contract) finalized through this tender considering FA (RC) as original contract as per the format given in GCC Rev 07.

Relevant details of the PS to be submitted on the basis of Framework Agreement (Rate Contract) are as following:

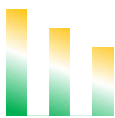
Initially 10% of the contract value (total Ex-works price). However, 5% of the contract value (as above) will be released after completion of Main Supply based on certification by Purchasing Department of BHEL unit.

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.

OR

5% of the contract value (total Ex-works price).

		<p>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.</p> <p>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.</p>
	Validity of PS	As per clause no. 11.0 (except 11.4) of General Commercial Terms and Conditions of GCC Rev 07.
	PS Submission	PS should be in favour of concerned BHEL unit. Supplier may opt any of the following for submission of Performance Security: -
	Modes of Deposit	<p>Performance security may be furnished in the following forms:</p> <ol style="list-style-type: none"> Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL. Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL. 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). 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). Insurance Surety Bond. <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 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:	<ol style="list-style-type: none"> The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier. 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. However, Performance Security validity is to be extended based on the actual delivery of package. <p>The Performance Security shall not carry any interest.</p>





30. 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)

In case of Breach of Contract, BHEL shall recover 10% of the contract value from the Supplier using following instruments:

- (i) Encashment of security instruments like EMD, Performance Security with executing agency (PEM) against the said contract.
- (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 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.

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

- 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.
- Minimum Local Content prescribed for LOCAL PUSH BUTTON STATION package by Nodal Ministry is 50% and hence for this procurement, as per Public Procurement (preference to make in India), order 2017 dtd. 15.06.17, 28.05.18, 29.05.19, 16.09.20 & 19.07.24 and subsequent orders issued by the nodal ministry, this package is reserved for only Class-I supplier having Minimum local Content 50%. Class-II and Non-Local suppliers are not eligible to quote for this enquiry.
- Suppliers are requested to go through the above-mentioned orders and submit their adherence to Public Procurement (preference to make in India), order 2017 dtd. 15.06.17, 28.05.18, 29.05.19, 16.09.20 & 19.07.24 and subsequent orders.

32. Purchase preference to MSE Supplier: Yes.

33. Framework Agreement (Rate Contract) Order Splitting

- a. Framework Agreement (Rate contract) is proposed 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) is 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, Purchase orders placed for a project on the basis of Rate Contract shall not be split. Details of Framework Agreement (Rate contract) order splitting shall be as per following:
 - 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 (in the ratio of 70:30) and order finalization.
 - L1 Rates (Ex works + Freight) shall be counteroffered to all techno-commercially qualified Suppliers and order splitting in ratio of 70:30 shall be done in line with 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.
 - In case acceptance of counteroffer is received from more than two Suppliers then acceptance shall be



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

considered as per FINAL Reverse Auction Ranking (as applicable).

- In case acceptance of counteroffer is received from only one Supplier then splitting shall be done in the ratio of 70:30 between L1 vendor and the supplier who accepts L1 vendor rates.
 - If none of the Supplier accepts counter-offered L1 rates, then contract shall be awarded to L1 vendor for 100% value.
- c. Framework Agreement (Rate Contract) will be finalized on total lump sum basis instead of item wise evaluation so that the complete requirement against one project is not split amongst various Suppliers to minimize operational difficulty.

34. 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.

35. The quantities indicated in the tender are tentative quantities. No minimum quantity is guaranteed by BHEL.

36. Overall (%) quantity variation: The variation on overall package value shall be limited to +/-30% of the contract value.

37. Suppliers shall Quote for the entire Scope. Partial scope is not acceptable.

38. Suppliers 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 Suppliers shall be considered further, who meets the PQR criteria. Suppliers 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 Work of	Completion Date

39. Suppliers who fulfil Technical & Financial Pre-Qualification Requirement Criteria are eligible to participate in this tender. Bids of only those Suppliers shall be evaluated who meet the Technical as well as Financial 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.

40. 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.

41. 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.

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

43. Supplier to quote non-zero freight charges in percentage (%) of their quoted Total Ex-Works prices of supply.

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



45. 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.

46. All Suppliers to declare that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Supplier(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 Supplier is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

47. The offers of the Suppliers who are under suspension as also the offers of the Suppliers, 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 Supplier(s) in a transparent and fair manner, and with equity.

1.2 Commitment by Supplier/ Supplier/ Contractor:

1.2.1 The Supplier/ supplier/ contractor commits 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 Supplier/ 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 Supplier/ 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 Supplier/ 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 Supplier/ supplier/ contractor as per extant guidelines of the company available on www.bhel.com and/or under applicable legal provisions".

48. A Supplier shall not have conflict of interest with other Suppliers. Such conflict of interest can lead to anti-competitive 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,'

or

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. "

49. 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.

50. 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.)
- Bank Guarantee Format
- Local Content Certificate in line with Make in India circular
- Land Border Certificate
- Integrity Pact
- Price Bid on e-procurement portal - <https://eprocurebhel.co.in/nicgep/app>

51. 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:

Vijay Pratap Chauhan /Addl.Engr. GrII- 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: vpchauhan@bhel.in
Contact No.: 7827435728

Seema Khatri / Sr. 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: seemakhatri@bhel.in
Contact No.: 0120-4368656

52. Terms & Conditions: - The Terms & Conditions shall be as per enclosed Special Conditions of the Contract (copy enclosed), GCC Rev 07 & Corrigendum 01 and Corrigendum 02 to GCC Rev-07 which is available on www.pem.bhel.com and other Terms and Conditions included in this Enquiry Letter.

53. All other terms and conditions shall be as per Special Conditions of Framework Agreement (Rate Contract), and GCC Rev 07 & Corrigenda-01 and Corrigenda-02 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



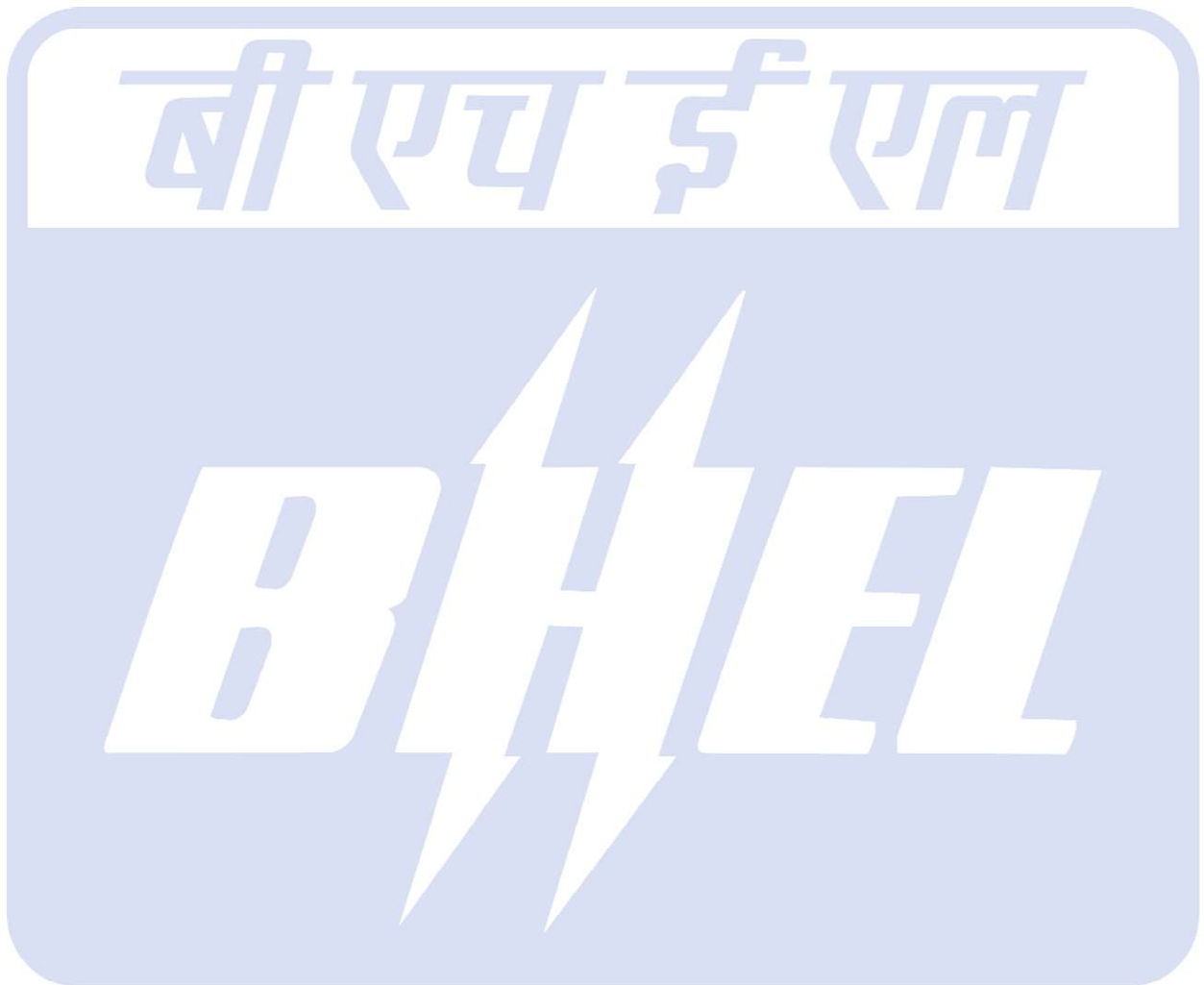
BHARAT HEAVY ELECTRICALS LIMITED भारत हैवी इलेक्ट्रिकल्स लिमिटेड
(A GOVT. OF INDIA UNDERTAKING) (भारत सरकार का उपक्रम)
PROJECT ENGINEERING MANAGEMENT परियोजना अभियांत्रिकी प्रबंधन

Thanking You.

For and on behalf of BHEL

Seema Khatri

Sr. Manager/ CMM/ PEM Noida



RATE CONTRACT

TECHNICAL SPECIFICATION FOR LOCAL PUSH BUTTON STATION

SPECIFICATION No. PE-TS-999-506-E004
ISSUE NO. 01
REV NO. 00



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



TECHNICAL SPECIFICATION
LOCAL PUSH BUTTON STATION
RATE CONTRACT

PE-TS-999-506-E004


Issue No: 01

Rev. No. 00

Date : 27.01.2025

INDEX

SL NO.	DESCRIPTION	SHEET NO.
1	Project Information	NA
2	Scope	
3	General Technical Requirement	
4	Specific Technical Requirement	
a)	Technical Data - Part - A	
5	Packing Requirement	
6	BOQ	
a)	Supply	Refer Unpriced schedule at sl. no. 9 below
b)	Spares	NA
c)	Services	NA
7	Documentation Requirement	
a)	Documents Required Along With Bid By Bidders	
b)	Documents to be submitted by Successful Bidder after award of contract along with submission schedule	
c)	Documents To Be Submitted As Final/As-Built	
8	Compliance Certificate	
9	Unpriced schedule	
10	Pre-Qualification Requirement (Technical)	

	TECHNICAL SPECIFICATION LOCAL PUSH BUTTON STATION RATE CONTRACT	PE-TS-999-506-E004
		Issue No: 01
		Rev. No. 00
		Date : 27.01.2025


SCOPE

SCOPE OF THIS PACKAGE COVERS THE FOLLOWING:

SL.NO	PARAMETERS	REQUIREMENT
1	Supply Including Design, Engineering, Manufacturing of LOCAL PUSH BUTTON STATION	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 LOCAL PUSH BUTTON STATION RATE CONTRACT	PE-TS-999-506-E004
		Issue No: 01
		Rev. No. 00
		Date : 27.01.2025

	GENERAL TECHNICAL REQUIREMENT
1	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.
2	Bidder shall also ensure that the offered equipment shall comply with all applicable statutory and regulatory requirements.
3	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.
9	Bidder shall submit Quality Plan in the event of order based on their standard Quality Plan. Inspection / testing shall be witnessed as per same apart from review of various test certificates/ Inspection records etc.
10	In case, the bidder is sourcing the item/any component from outside India, the third party inspection shall be arranged by bidder at their cost and shall be deemed to be considered by the bidder in their offer.
11	Equipment must be safe, reliable and easy to maintain at all operating condition

	TECHNICAL SPECIFICATION LOCAL PUSH BUTTON STATION RATE CONTRACT		PE-TS-999-506-E004
			Issue No: 01
			Rev. No. 00
			Date : 27.01.2025
TECHNICAL DATA - PART - A			
SL.NO	DESCRIPTION	DETAIL	
1.0	DESIGN CODES & STANDARDS		
1.1	Push buttons make & model should be with mark of CE/UL/VDE/CSA/BIS mark with valid CML no.		
2.0	DESIGN /SYSTEM PARAMETERS		
2.1	Type of Local Push Button station		
2.11	LPBS Type-A	Non- flameproof (Emergency Stop with 2 NO+2NC contact for each Pushbutton)	
2.12	LPBS Type-B	Non- flameproof (Emergency Stop + Start with 2 NO+2NC contact for each pushbutton)	
2.13	LPBS Type-D	Flameproof (Emergency Stop with 2 NO+2NC contact for each Pushbutton)	
2.14	LPBS Type-E	Flameproof (Emergency Stop + Start with 2 NO+2NC contact for each pushbutton)	
3.0	CONSTRUCTION FEATURES		
3.1	Material type	The local push button stations shall be suitable for outdoor /indoor mounting on wall or steel structures and shall be complete with push buttons, terminal blocks, anodized aluminium inscription plate, 2 nos earthing terminals, removable gland plate along with crimp type tinned copper lugs and compression type glands for cable/conduit entry from bottom. The earthing terminals shall be suitable for connection to one (1) No. 8 SWG G.I. wire.	
3.2		The enclosure shall be provided with a hinged guard at the front, covering full length, to avoid inadvertent operation of push buttons. (i) CRCA/Die Cast Al:1.6mm enclosure Or (ii) Poly Carbonate (a) Halogen Free, flame Retardant(UL-94,V0) (b) Thickness:4mm (iii) UL224 sleeved Busbars LPBS shall be painted to shade no. RAL: 9002.	
3.3	Degree of protection	The local push button stations shall be dust and vermin proof and shall have a degree of protection of IP-65 as per IS/IEC 60947. Flame proof type LPBS shall be suitable for Group - IIC or (Group-I, Div-II as per plant area NEC) or (Class-1, Group-B, Div-II as per NEMA /IEC60034)8 and DOP- IP65 or better. Additionally Canopy shall be required over each local push button station.	
3.4	Cable Entry	The push button stations shall be suitable for bottom cable entry and shall be provided with removable undrilled gland plates or knockouts to facilitate termination of two numbers of control cables.	


3.5	Dimensions	Adequate space shall be available inside the push button station enclosure for terminating external cables directly on pushbutton terminals. Overall size of push button stations shall be subject to BHEL approval.
3.6	Contacts	The push button station shall comprise of a latched type EMERGENCY STOP push button with two (2) NO and two (2) NC contacts. , rated minimum 10A at operating voltage. Or A latched type EMERGENCY STOP push button and a START Push button each with two (2) NO and two (2) NC contacts. , rated minimum 10A at operating voltage. (As applicable)
3.7	Other details	<p>(i) LPBS shall have one (1) stop push button (Mushroom Head Push Button Stay Put (press to lock, turn to release). OR (1) stop push button (Mushroom Head Push Button Stay Put (press to lock, turn to release) and (1) start push button (as applicable).</p> <p>(ii) Wiring shall be done by 1.5/2.5 sq. mm. 1100V grade, PVC/XLPE insulated, stranded copper conductor cable. Each wire shall be identified at both ends by ferrules with wire designation.</p> <p>(iii) Terminals shall have provision for connecting at least two (2) nos. 2.5 sq. mm copper cable and shall be rated for carrying continuously minimum 10A at 240V A.C. and 2A at 220V DC.</p> <p>(iv) All spare contracts to be wired out to Terminal Block. Terminal Block to have provision of 20% spare terminals.</p> <p>(v) Lugs & Gland shall be provided along with the LPBS, for flame proof type LPBS, the glands shall be flameproof type. Cable glands shall be double compression type made of heavy duty brass machine finished and nickel chrome plated as per BS 6121. Cable lugs shall be of copper, heavy duty solderless crimping type as per DIN 46239.</p> <p>(VI) Mounting bracket/hardware suitable for surface mounting on wall/column/structure in local push button stations shall be supplied along with LPBS</p> <p>(vii) Name Plate: 3 PLY laminated with Black letter on White background size 20 mm x 75 mm)</p>

4.0	PERFORMANCE PARAMETERS	NA	
5.0	INSPECTION/TESTING		
5.1	TYPE TEST CONDUCTION REQUIRED	No	
5.2	Validity of type test report	Bidder to furnish the valid type test report for ingress protection (Type test report Should not be more than 10 years old from the date of bid opening).	

	TECHNICAL SPECIFICATION LOCAL PUSH BUTTON STATION RATE CONTRACT	PE-TS-999-506-E004
		Issue No: 01
		Rev. No. 00
		Date : 27.01.2025


SUB VENDOR LIST

LIST OF BHEL APPROVED SUB-VENDOR MAKES			
SL NO.	VENDOR NAME	ADDRESS	Remarks
1	GE-POWER	KAMAK TOWER, 3RD FLOOR, PLOT NO. 12-A, TVK INDUSTRIAL ESTATE, EKKADUTHANGAL, GUINDY, CHENNAI-600032	
2	ASIATIC	A-58 NARAINA IND. AREA, PHASE-I, NEW DELHI 110028	
3	C&S ELECTRIC LTD.	222, OKHLA IND. ESTATE, PH-III, NEW DELHI-110020	
4	EVERGREEN ENGG. CO.	EVERGREEN ENGG COMPANY WORKS-5, PLOT NO. 9,10,11,12, SURVEY NO. 242, CHINCH PADA, VASAI EAST-401208	
5	TECKNIC CONTROLS	703, MADHAVA, BANDRA, KURLA COMPLEX, BANDRA EAST, MUMBAI, MAHARASHTRA 400051	
6	EX-PROTECTA LIGHTING EQUIPMENT	305-306, GIDC ESTATE, VITHAL UDYOGNAGAR - 388121 DIST. ANAND, GUJARAT 388121 INDIA	
7	BALIGA ELECTRICALS	63A,CP RAMASWAMY ROAD, PB NO 6910, CHENNAI-600018	
8	ENPRO ENGG.	NO.995P, DIAMOND PLAZA, 2ND FLOOR, 12TH MAIN ROAD, ANNA NAGAR, CHENNAI-40	
9	STERLING SWGR CONTROL PVT.LTD.	P.O. BOX NO. 17023, SORAB HOUSE, 2ND FLOOR, 555, S.B. MARG, DADAR, MUMBAI - 400028, MAHARASHTRA, INDIA	
10	ELEXPLO ELECTRICALS PVT/ LTD.	C 1/27 & 37 GIDC KABILPORE NAVSARI-396424	
11	VAISHNO(HOTLINE SWGR & CONTROL)	G-19, SECTOR - 11, NOIDA - 201301, UTTAR PRADESH, INDIA	
12	JASPER ENGINEERS PVT. LTD.	A-23, SECTOR - 8, NOIDA-201301	
13	UNILEC ENGINEERS PVT. LTD.	BEHRAMPUR INDUSTRIAL AREA, BEGAMPUR KHATOLA ROAD, GURGAON-122001	
14	BCH	20/4, MATHURA ROAD, FARIDABAD, HARYANA-121006	
15	CANDS	J/202, ANSA INDUSTRIAL ESTATE, SAKI VIHAR ROAD, SAKINAKA, ANDHERI (EAST), MUMBAI-72	
16	SIEMENS	RC-IN I S NR DEL AREA, JIL BUILDING, TOWER-B, PLOT NO. 78, SECTOR 18, GURGAON-122015, INDIA	
17	SCHNEIDER ELECTRIC INDIA PVT. LTD.	9TH FLOOR, BLDG. NO. 10, TOWER-C, DLF CYBER CITY, PH-II, GURGAON-122002	
18	UNITED ELECTRIC	97 UDYOG VIHAR PHASE-I, GURGAON 122015, HARYANA	
19	M/s Shrenik & Co.	39A/3, PANCHRATNA INDUSTRIAL ESTATE, SARKHEJ-BAVLA ROAD, CHANGODAR, AHMEDABAD – 382 213	
Makes of sub-vendor mentioned in this list are indicative and shall be subject to customer/BHEL approval. The bidder may propose name of additional sub-vendors makes based on their experience, which will be subject to NTPC/BHEL approval. For push button, make's model should be with mark of CE/UL/VDE/CSA/BIS mark with valid CML no.			

	TECHNICAL SPECIFICATION LOCAL PUSH BUTTON STATION RATE CONTRACT	PE-TS-999-506-E004
		Issue No: 01
		Rev. No. 00
		Date : 27.01.2025

PACKING REQUIREMENT

Sl.no	DESCRIPTION
1	Type of Packing (Wood/ Steel): Wood
1.1	Individual LPBS shall be packed in corrugated box and packed corrugated box shall be kept inside the multiple wooden box suitable for loading, transportation & handling
2	Packing slip & holder:
2.1	Packing slip kept in polyethylene bag shall be placed inside the wooden box at appropriate place.
2.2	One copy of packing slip wrapped in polyethylene bag covered in galvanized iron tin sheet/ aluminium packing slip holder shall be fixed on the external surface the wooden box.

	TECHNICAL SPECIFICATION LOCAL PUSH BUTTON STATION RATE CONTRACT	PE-TS-999-506-E004
		Issue No. 01
		Rev. No. 00
		Date : 27.01.2025

DOCUMENTATION REQUIREMENT

DRAWINGS & DOCUMENTS TO BE SUBMITTED BY ALL THE BIDDERS ALONG WITH THE BID	
SI. 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					
SI. No.	DOCUMENT TITLE	SUBMISSION SCHEDULE			
		Vendor submission (Days)*	BHEL Comment (Days)	Vendor submission (Days)#	BHEL & Customer comment/ approval (Days)
I	Primary documents				
1	Datasheet and GA Drawings for LPBS	7	3	2	18
2	QAP for LPBS	7	3	2	18
II	Secondary documents				
1	Type Test Report for LPBS	7	3	2	18
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	
SI. No.	DOCUMENT TITLE
1	APPROVED DOCUMENTS
2	APPROVED QUALITY PLAN.
3	ALL TEST CERTIFICATES



TECHNICAL SPECIFICATION
LOCAL PUSH BUTTON STATION
RATE CONTRACT

PE-TS-999-506-E004

Issue No. 01

Rev. No. 00

Date : 27.01.2025

COMPLIANCE CERTIFICATE


1	It is hereby confirm that the technical specification (sheet 1 to 11) 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

		TECHNICAL SPECIFICATION LOCAL PUSH BUTTON STATION RATE CONTRACT				PE-TS-999-506-E004	
						Issue No: 01	
						Rev. No. 00	
						Date : 27.01.2025	
UNPRICED SCHEDULE							
Sr. No.	Item code	Item description	Unit	Order Quantity (NOS)	UNIT PRICE (EX-WORKS) (Rs)	TOTAL PRICE (EX-WORKS) (Rs)	REMARKS
A	MAIN SUPPLY						
1.0		LOCAL PUSH BUTTON STATION TYPE - A (NON FLAME PROOF)	NOS	13200			
2.0		LOCAL PUSH BUTTON STATION TYPE - D (FLAME PROOF)	NOS	360			

	TECHNICAL SPECIFICATION LOCAL PUSH BUTTON STATION RATE CONTRACT	PE-TS-999-506-E004
		Issue No. 01
		Rev. No. 00
		Date : 27.01.2025





PRE QUALIFICATION REQUIREMENT (TECHNICAL)

	PRE-QUALIFICATION REQUIREMENTS FOR LOCAL PUSH BUTTON STATION	PE-PQ-999-506-E004
		REVISION NO. 00 DATE 16/01/2025
		SHEET NO. 1 OF 1

ITEMS : Vendor may be considered for evaluation for one or more of the following type of Local Push Button Station: Type 1 : Non-Flame Proof Local Push Button Station Type 2 : Flame Proof Local Push Button Station SCOPE: Supply : YES; Erection & Commissioning : NO;	
1.	Vendor should be a manufacturer of Local Push Button Station. In case Vendor is not the manufacturer, their offer shall be evaluated as per Note no. 1 of PQR.
2.	Availability of type test certificates conducted at independent Lab or witnessed by third party for the applicable type of Local Push Button Station as per IS.
3.	For Type 1 - Vendor should have capacity to supply 400 No's of Local Push Button Station/Junction Box per month. For Type 2 - Vendor should have capacity to supply 10 No's of Flame Proof Local Push Button Station per month.
4.	For Type 1 - Supplied at least 1500 No's of Local Push Button Station/Junction Box. For Type 2 - Supplied at least 20 No's of Flame Proof Local Push Button Station.
5.	Minimum two (2) nos. purchase orders for supply of Local Push Button Station shall be submitted which should not be more than five (5) years old from the date of application for registration or date of techno-commercial bid opening (as applicable) for establishing continuity in business.

NOTES:

1. In case Bidder is not Manufacturer, then credentials of Local Push Button Station manufacturer (OEM) can also be considered for meeting PQR points 1 to 4 except for PQR criteria at Sl. No.5 for which bidder's credentials shall be evaluated. Bidder to furnish the authorisation letter from the OEM along with the scope matrix (Defining supply, logistics, testing, warranty, etc responsibilities) along with the offer. For scope matrix technical specification shall be referred to. Bidder to note arrangement of the bidding w.r.t OEM, once offered to BHEL as part of bidding documents cannot be changed till the completion of execution of the Rate contract/Project Specific (as applicable) agreement. Also dispatch of LPBS shall be from Manufacturer works only.
2. Consideration of offer shall be subject to customer's approval of bidders, if applicable.
3. 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.
4. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
5. After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all other terms of the tender.

PREPARED BY  16-1-25 ABHINAV BANSHIWALA SR. MANAGER	CHECKED BY  16-01-25 N.N.JAJWARE D.G.M.	REVIEWED BY  16/01/25 SANDEEP LODH A.G.M.	APPROVED BY  16/1/25 DEBASIS RATH G.M.(DH-ELEC)
--	--	---	--

PRICE SCHEDULE OF LOCAL PUSH BUTTON STATION FOR FRAMEWORK AGREEMENT (RATE CONTRACT)

Supplier Name:

Annexure - Price Schedule

Sr. No.	Item code	Item description	Unit	Order Quantity (NOS)	UNIT PRICE (EX-WORKS) (Rs)	TOTAL PRICE (EX-WORKS) (Rs)	Freight Charges (excluding GST) @ ____% of Total Ex-Works	Freight Charges (excluding GST) (Rs)	Applicable GST Rate @ ____% (on "Total Ex-Works + Freight")	GST (Rs)	TOTAL F.O.R. SITE PRICE (Rs)
A	MAIN SUPPLY										
1.0	506-0130001-00-A	LOCAL PUSH BUTTON STATION TYPE - A (NON FLAME PROOF)	NOS	13200	#VALUE!	#VALUE!		#VALUE!		#VALUE!	#VALUE!
2.0	506-0130004-00-A	LOCAL PUSH BUTTON STATION TYPE - D (FLAME PROOF)	NOS	360	#VALUE!	#VALUE!		#VALUE!		#VALUE!	#VALUE!
TOTAL PRICE IN INR						X		#VALUE!		#VALUE!	#VALUE!

NOTES:-

1	Supplier has to quote only Total Value 'X'. Based on this price, unit price shall be derived for all the items as per formula indicated above.
2	Supplier to quote Freight charges in percentage of their quoted Total Ex-works Prices. Supplier to give single % of Freight charges considering anywhere in India in the Freight column. Suppliers have to give same % of Freight for each line item. Further, Supplier to quote non-zero Freight %.
3	For type test requirements, please refer clause no. 5.2 of Technical Data -Part-A of the Technical Specification.



BHEL / PEM / CMM

SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT) FOR LOCAL PUSH BUTTON STATION

1. This tender is issued by BHEL PEM for Framework Agreement (Rate Contract) of LOCAL PUSH BUTTON STATION required at various BHEL project sites on behalf of various BHEL units. 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 % 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 LOCAL PUSH BUTTON STATION required at various BHEL project sites on behalf of various BHEL units. 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 BHEL unit, 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 for the subject package. Base date for initial prices for this tender shall be one month prior to date of NIT. All Suppliers shall quote as per the Price Variation Formulae provided in the 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 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 / CMM

SPECIAL CONDITIONS OF CONTRACT OF FRAMEWORK AGREEMENT (RATE CONTRACT) FOR LOCAL PUSH BUTTON STATION

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-999-506-E004, 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.

ANNEXURE-A**List of projects considered for rate contract of Local Push Button
Station**

1	2X660MW NTPC TALCHER STPS
2	2X800 MW LARA STPS
3	2X800 MW SINGRAULI STPS
4	2X800 MW DVC KODERMA THERMAL POWER STATION
5	1X800 MW SIPAT STPP STAGE-III PROJECT
6	1X800 MW EPC PACKAGE FOR DARLIPALI STPP, STAGE-II
7	3X800MW TELANGANA

To be given on Letter head of Bidder

Ref:

Date:

To,

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 procurement from a bidder of a country which shares a land border with India. I hereby certify that Company name, is not from such a country and is eligible to be considered.

Thanking You,

Yours faithfully,

(Company director seal and signature)

Format for Local Content Certificate as per MII order

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(Package name)

for.....(Project Name) offered by M/s(bidder's name)

having its works/office at has local content of%. Further,

it is also certified that the local content percentage (%) certified above is in line with definition of local content given in point no 2 of Public Procurement (Preference to Make in India), Order 2017- revision, having ref. no. P-45021/2/2017-PP(BE-II)-Part(4) Vol.II dated 04.06.2020 & 19.07.2024 an

M/s..... qualifies as Class-I local supplier.

Further, cost of locally imported items (inclusive of taxes) sourced locally from resellers/ distributors

is Rs and cost of licence/royalty paid/technical expertise cost etc. source from outside of India

is Rs.....

Details of the location(s) at which the local value addition-

Yours very truly

..... (Signing Authority Name & Sign)

..... (Firm Name)

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of Bharat Heavy Electricals Limited (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at _____ through its Unit at.....(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) with its registered office at _____ hereinafter referred to as the 'Vendor / Contractor / Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.....dated valued at Rs..... (Rupees -----)/FC.....(in words.....) for (hereinafter called the 'Contract') and the Vendor / Contractor / Supplier having agreed to provide a Contract Performance Bank Guarantee, equivalent to% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, (hereinafter referred to as the Bank), having registered/Head office at and inter alia a branch at being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer any sum or sums upto a maximum amount of Rs ----- (Rupees -----) without any demur, immediately on first demand from the Employer and without any reservation, protest, and recourse and without the Employer needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor / Contractor / Supplier in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment thereunder and the Vendor / Contractor / Supplier shall have no claim against us for making such payment.

We thebank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract/satisfactory completion of the performance guarantee period as per the terms of the Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

WeBANK further agree with the Employer that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend time of performance by the said Vendor / Contractor / Supplier from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Vendor / Contractor / Supplier and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Vendor / Contractor / Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Vendor / Contractor / Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Vendor / Contractor / Supplier and notwithstanding any security or other guarantee that the Employer may have in relation to the Vendor / Contractor / Supplier 's liabilities.

This Guarantee shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Vendor / Contractor / Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before thewe shall be discharged from all liabilities under this guarantee thereafter.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

We, BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to
- c) Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank.

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of
(Name of the Bank)

Dated.....

Place of Issue.....

¹ NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited

² NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.

³ DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE

⁴ CONTRACT VALUE

⁵ PROJECT/SUPPLY DETAILS

⁶ BG AMOUNT IN FIGURES AND WORDS

⁷ VALIDITY DATE

⁸ DATE OF EXPIRY OF CLAIM PERIOD

Note:

1. Bank Guarantee 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.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Vendor/Contractor/Supplier /Bank issuing the guarantee.
3. From Nationalized/Public Sector / Private Sector/ Foreign Banks can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

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.

KUMAR
SUMAN
SAURABH

Digitally signed by KUMAR SUMAN SAURABH
DN: c=IN, postalCode=201301, st=UTTAR
PRADESH, street=GAUTAM BUDDHA NAGAR,
l=GAUTAM BUDDHA NAGAR, o=BHARAT
HEAVY ELECTRICALS LTD, cn=BHEL-PS-PEM,
serialNumber=See389b2a515dd679b11a248e8
8f1c1958433dc0904500048f4a2ec42,
pseudoDn=a43dcd84c4026571ae79564
5eb5,
c=IN, o=BHEL, cn=39a18dd603c55b055d223fb86
301c306189abd0e3846a5e6642d243477,
email=SUMANSAURABH@BHEL.IN, cn=KUMAR
SUMAN SAURABH
Date: 2024.08.27 14:26:55 +05'30'

Place _____
Date _____

Witness: _____
(Name & Address) _____

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

Witness: _____
(Name & Address) _____
