

Enquiry No- **E-7518/2024** 

Date- 18-May-24

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

Tender Type	Open Tender (Domestic	-Indian)
2. Mode of Enquiry	E - PROCUREMENT	
3. Project	Framework Agreement (	Rate Contract) of Above Ground Earthing Material
4. Executing Agency	BHEL-PEM	
5. Package	Above Ground Earthing	Material
6. Whether Package is DIVISIBLE or NON - DIVISIBLE	DIVISIBLE	
7. Due Date & Time	28 May 2024	12:00PM
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 - RC - 999 - 509 - E003 Rev 00
12. Pre-Bid clarifications	clarification (technical o tender opening & get it	EL-PEM (over phone/mail/visit-BHEL-PEM) for any r commercial) at least 05 days before due date of clarified well before due date so that offers by the ed within due date & time.
13. Schedule of Pre-Bid Meeting		be conducted, if required, and the same shall be corrigenda for this tender enquiry before technical bid
14. Prequalification Requirement	Financial PQR- YES	Technical PQR- YES
15. Delivery terms	For Supply Portion: FOI	R Despatch station
16. Delivery Schedule: -		
Engineering		bmission & re-submission schedule shall be as per PE-RC-999-507-E017 Rev 00
	90 days from the date of	FO. For Unit-1, Unit 2 and common area)
Main Supply along with	Additional 60 days for or	ne additional unit and 120 days for two or more
commissioning spares("A")	additional unit i.e. 150 da	ays in case of 3 units and 210 days in case of 4 or
	more units.	
E&C	NA	
Notes:	1	

## 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 RC 999 509 E003 Rev 00 ) 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 730 ('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.
- 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.

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17. Prices shall be Firm till com	·	
18. PVC Formula, If applicable:- Yes		As per Tech Spec(Annexure-B), PVC shall be applicable for 'GS FLATS & GI WIRES' only of the package. Price variation shall be limited to +20% of total Ex-works price actually supplied and no limit on -ve price variation with base month of one month prior to date of tender enquiry for the items where PVC is applicable. However, Price shall remain Firm for the Rate Contrat.
19. Validity of offer shall be as	per cl.no.7(instruction to	bidders) of GCC Rev 07.
20. CIF Content	Not Available	
21. Integrity Pact Applicability	YES	
22. In line with cl. No. 12 of (ITB appointed by BHEL.  Shri Otem Dai, IAS (Retd.) Shri Bishwamitra Pandey, I Shri Mukesh Mittal, IRS (Re	(iem1@bhel.in) RAS (Retd.) (iem2@bhe	·
23. Performance Security (PS)	PS applicability	No Performance Security (PS) against the current enquiry (for Framework Agreement (Rate Contract) for Above Ground Earthing Material package). However, Bidders to note that Performance Security shall be submitted for orders placed by concerned agencies of BHEL on the basis of Framework Agreement (Rate Contract). Successful bidders 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.



	1 = 4
I	Performance Security of 10% of the contract value (total order value) shall be submitted. 5% of contract value will be released on E&C completion and balance 5% on completion of all contractual obligations, including warranty obligations.
Modes of deposit	Performance security may be furnished in the following forms:  a) Local cheques of Scheduled Banks (subject to realization)/ Pay Order/ Demand Draft/ Electronic Fund Transfer in favour of BHEL.  b) Bank Guarantee from Scheduled Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.  c) Fixed Deposit Receipt issued by Scheduled Banks / Public Financial Institutions as defined in the Companies Act (FDR should be in the name of the Contractor, a/c BHEL).  d) Securities available from Indian Post offices such as National Savings Certificates, Kisan Vikas Patras etc. (held in the name of Contractor furnishing the security and duly endorsed/ hypothecated/ pledged, as applicable, in favour of BHEL).  e) Insurance Surety Bond.  (Note: BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith)  Performance Security is to be furnished within 14 days from the date of PO/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.
Remarks for PS	<ul> <li>a) The performance security will be forfeited and credited to BHEL's account in the event of a breach of contract by the supplier.</li> <li>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.</li> </ul>
	The Performance Security shall not carry any interest.



24. 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 Vendor 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 Vendor, 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 Vendor, retention amount etc. with other units of BHEL
- (iv) if recovery is not possible then legal remedies shall be pursued
- 25. **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.

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.

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

26. 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 <a href="https://www.pem.bhel.com">www.pem.bhel.com</a> and other Terms and Conditions included in this Enquiry Letter.

# 27. Payment Terms:

- Supply Payment: As per clause No. 9.3 of General Commercial Terms and Conditions of GCC, Rev 07
- > Erection & Commissioning Payment: As per clause No. 9.4 of General Commercial Terms and Conditions of GCC, Rev 07
- 28. Bidder to note that this is an Open Tender enquiry & Reverse Auction participation shall be subject to following condition:
  - a. Qualifying Technical & Financial Pre-Qualification Requirement.
  - b. Techno-commercial acceptance of offer by BHEL-PEM.
  - c. Registration in BHEL-PEM for Above Ground Earthing Material package

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.

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.
  - 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 Local supplier and Class-II Local Supplier. 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 Preference to Make In India and MSE:

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 Two (02) Suppliers, 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 two Suppliers, 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.



- 32. All corrigenda, addenda, amendments, time extensions, clarifications, etc. to the tender will be hosted on BHEL website (www.bhel.com), <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a> & 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. 9873414263

Aanchal Chaudhary/ 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: aanchalchaudhary@bhel.in

Ph. No. 9999618864

- 35. GST shall be payable extra at actual as per the HSN code finalized 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: -

SI.	Project	Customer Name,	Contract/	Value of	Brief of	Completio
No.	Name	Contact Address,	Order No.	Contract/	Work	n Date
		Phone No. &		Order		
		Email ID				
						_

- 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.



- 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,



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 <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>.

Following documents need to be uploaded:

- Offer forwarding/ Covering letter with Un-price bid, ANNEXURE-II 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 <a href="https://eprocurebhel.co.in/nicgep/app">https://eprocurebhel.co.in/nicgep/app</a>
- 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).

51. 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

# TECHNICAL SPECIFICATION

# **FOR**

# ABOVE GROUND EARTHING & LIGHTNING PROTECTION MATERIALS

SPECIFICATION NO.: PE - RC - 999 - 509 - E003

REVISION: 00



BHARAT HEAVY ELECTRICALS LIMITED POWER SECTOR PROJECT ENGINEERING MANAGEMENT NOIDA, UP (INDIA) – 201301



SPECIFICATION NO. PE-RC-999-509-E003

VOLUME NO.: II-B

SECTION: I

REV NO.: 00 DATE: 12.05.2024

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SPECIFICATION NO. PE-RC-999-509-E003

VOLUME NO.: II-B

SECTION: I

REV NO.: 00 DATE: 12.05.2024

SHEET : 1 OF 3

#### COMPLIANCE CERTIFICATE

The bidder shall confirm compliance to the following by signing/ stamping this compliance certificate and furnishing same with the offer.

- 1. The scope of supply, technical details, construction features, design parameters etc. shall be as per technical specification & there are no exclusion/ deviation with regard to same
- 2. There are no deviations with respect to specification other than those furnished in the 'schedule of deviations'
- Only those technical submittals which are specifically asked for in NIT to be submitted at tender stage shall be considered as part of offer. Any other submission, even if made, shall not be considered as part of offer.
- 4. Any comments/ clarifications on technical/ inspection requirements furnished as part of bidder's covering letter shall not be considered by BHEL, and bidder's offer shall be construed to be in conformance with the specification.
- 5. Any changes made by the bidder in the price schedule with respect to the description/ quantities from those given in 'BOQ-Cum-Price schedule' of the specification shall not be considered (i.e., technical description & quantities as per the specification shall prevail).
- 6. Price variation formulae provided on Sheet 19 of 19 of this specification.

BIDDER'S STAMP & SIGNATURE



SPECIFICATION NO. PE-RC-999-509-E003 VOLUME NO.: II-B

SECTION: I

REV NO.: 00 DATE: 12.05.2024

SHEET : 2 OF 3

### **SCOPE OF ENQUIRY**

#### 1.0 PURPOSE

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.

# 2.0 **SCOPE**

This specification covers the Design, Manufacture, Inspection and Testing at Manufacturer's works, proper packing and delivery to site of **ABOVE GROUND EARTHING & LIGHTNING PROTECTION MATERIALS.** 

- 3.0 The bids shall be evaluated as per NIT.
- 4.0 The bidder shall be responsible for and governed by all requirements stipulated hereinafter.
- 5.0 Bidder shall confirm total compliance to the specification without any deviations from technical/quality assurance requirements stipulated.
- 6.0 The documents shall be in English Language and MKS system of units.
- 7.0 The quality plan enclosed forms the minimum requirement but not limited to be adhered by the bidder.

# 8.0 GENERAL TECHNICAL INSTRUCTIONS

- i) BHEL's / Customer representatives shall be given access to the shop in which the Above Ground Earthing & Lightning Protection materials are being manufactured or tested and all test records shall be made available to them.
- ii) The material covered under this specification shall not be dispatched unless the same have been finally inspected, accepted and Material Dispatch Clearance Certificate (MDCC) is issued by BHEL / Customer.
- iii) The bidder to quote for items as per price schedule as per NIT. The quantity as mentioned in the BOQ is only for evaluation purpose. However actual ordered quantity may vary, variation in quantity shall be as per NIT.



SPECIFICATION NO. PE-RC-999-509-E003
VOLUME NO.: II-B
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- v) During rate contract in force; any other BHEL unit may also make use of rate contract if their specification is identical to specification of rate contract.
- vi) After issuance of purchase order for specific project, the successful bidder shall submit the QP for BHEL/ end customer's approval. In case bidder has reference QP agreed with end customer, same can be submitted for specific project after issuance of purchase order for BHEL/ end customer's approval. There shall be no commercial implication to BHEL on account of QP approval. Inspection shall be carried out in line with QP approved for specific project.
- vii) Inspection will be conducted by BHEL and/or their authorized representatives as per the inspection schedule agreed for specific project. The inspection schedule will be submitted by the bidder for specific project for BHEL's approval. The cost of all tests and inspections will be deemed to have been included in the rate contract.
- viii) Refer Section-II for detailed technical specification, Code & Standards, Tests & Inspection, Drawings & Documents, and Packing.



SPECIFICATION NO. PE-RC-999-509-E003 VOLUME NO.: II-B

SECTION: II

REV NO.: 00 DATE: 12.05.2024

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### STANDARD TECHNICAL REQUIREMENTS

### 1.0 INTENT OF SPECIFICATION

- 1.1 This specification covers the design, manufacture, inspection & testing, packing at manufacturer's works and delivery to site of Above Ground Earthing & Lightning Protection materials.
- 1.2 The intent of specification is not to specify all details of design & construction of material. The material shall, however, conform in all aspects to high standard of design, engineering and workmanship and be capable of performing in continuous operation up to & after bidder's guarantee period in manner acceptable to purchaser who will interpret the drawings & specification and shall have power to reject any work or material which in his judgement is not in full accordance with this specification.

## 2.0 CODES AND STANDARDS

- 2.1 The material shall comply with all currently applicable safety codes and statutory regulations of India as well as of the locality where the material is to be installed.
- 2.2 The design, material, construction, manufacture, inspection, testing and performance of **Above Ground Earthing & Lightning Protection materials** shall conform to the latest revision of relevant standards and codes of practices as per Annexure-A.
- 2.3 In case of conflict between the applicable reference standard and this specification, this specification shall govern.

### 3.0 SCOPE OF ENQUIRY

3.1 Bidder shall quote for **Above Ground Earthing & Lightning Protection materials** in accordance with various sections of this specification. The system shall be complete in all aspects, for satisfactory operation, in accordance with this specification & technical particular. Project information shall be given separately for the specific project.

### 4.0 TECHNICAL REQUIREMENTS

- 4.1 Technical particulars of Above Ground Earthing & Lightning Protection materials are specified in Technical Datasheet.
- 4.2 Straight lengths of hot dip galvanised MS materials as per project specific requirement shall be supplied in standard lengths as below:

a) MS Flats of all sizes : 4-7 metres

b) SWG wires of different sizes : 100 metres (minimum)



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4.3 All finished galvanized MS material shall be free from sharp edges, corners, burs & unevenness.

- 4.4 Test link without box & Test link with box shall be as per enclosed drawing no. PE-DG-999-509-E003.
- 4.5 Flexible braided Copper Conductor of 600 mm length (cross section equivalent to 300 sq.mm) with tinned copper clamp connected by U-bolt for fence gate earthing shall be as per enclosed drawing no. PE-DG-999-509-E003.
- 4.6 Shielding Mast shall be as per enclosed drawing no. PE-DG-999-509-E003.
- 4.7 Necessary fixing hardware shall be provided along with each accessory as specified in drawings enclosed.

# 5.0 QUALITY ASSURANCE, TESTING & INSPECTION

- 5.1 BHEL's Standard QP (PE-QP-999-509-E001) enclosed forms the minimum requirement but not limited to be adhered by the bidder. After issuance of purchase order for specific project, the successful bidder shall submit the QP for BHEL/ end customer's approval. In case bidder has reference QP agreed with end customer, same can be submitted for specific project after issuance of purchase order for BHEL/ end customer's approval. There shall be no commercial implication to BHEL on account of QP approval. Inspection shall be carried out in line with QP approved for specific project.
- 5.2 All materials shall be procured, manufactured, inspected and tested by vendor/ sub-vendor as per quality plan approved for specific project.
- 5.3 The supplier shall perform all tests necessary to ensure that the material and workmanship conform to the relevant standards and comply with the requirements of the specification. Charges for all these tests for all the equipment & components shall be deemed to be included in the bid price.

#### 6.0 PACKING

6.1 The material shall be packed to ensure protection against damage during transit, storage for prolonged periods and handling.

### 7.0 DRAWINGS & DOCUMENTS TO BE SUBMITTED

- 7.1 Bidders shall furnish following documents as the part of their technical offer for 'Rate Contract':
  - a) Complete signed & stamped copy of this specification.
  - b) "No Technical Deviation" certificate w.r.t. this specification.
  - c) Unpriced 'Price Schedule' after mentioning "Quoted" against the items quoted.



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- 7.2 After rate contract, after issuance of purchase order against specific project requirement following information shall be furnished by BHEL:
  - a) Project Information
  - b) Title Sheet
  - c) Updated list of BHEL-PEM approved Galvanizers (Refer Annexure-1 to Quality Plan)
- 7.3 Following documents/drawings shall be submitted after placement of order for specific project for BHEL & customer's approval: -

Sl. No.	Drawings/Document Description	Drawings / Document Number	Submission S	Schedule
1.	Quality Plan for Above ground earthing & Lightning protection material.	PE-V0-XXX-507-E903	Vendor Submission 5 days from PO date	BHEL/ Customer Approval 5 days

#### Note:

- 1. For Delay analysis, project specific submission / resubmission of the above documents shall be considered after project specific purchase order placement.
- 2. XXX refer to Specific Project Code.
- 7.4 Document indicated at clause no. 7.3 above, shall be submitted through document management system (DMS).



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# **ANNEXURE - A**

# **APPLICABLE STANDARDS & CODES**

For Hot rolled carbon sheets & strips. IS: 2062 For Mild Steel Wire IS: 280 For Surface pre treatment IS: 2629 For Hot dip galvanising of steel IS: 2629 For Hot dipped galvanised coating on round steel wires IS: 4826 For Testing of zinc coating IS: 2633 For Determining of mass of zinc coating IS: 6745 For Rolling & cutting tolerances of hot rolled steel products IS: 1852 For Hot dip zinc coating on structural steel & other allied products IS: 4759 For Tubes, Tubulars and other Wrought Steel Fittings IS: 1239



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## TECHNICAL DATASHEET

GALVANIZED MS MATERIALS FOR ABOVE GROUND EARTHING AND LIGHTNING 1.0 PROTECTION SYSTEMS

Material: Hot Rolled Mild Steel a)

b) Type: Hot-dip galvanized

#### 3.0 SURFACE TREATMENT

Galvanising:

a) Pre-treatment As per IS 2629 prior to galvanization

b) Type Hot dip galvanization.

IS 2629 c) Applicable Standard

d) Minimum thickness:

i) MS flats 5mm thick & over and Rods 85 microns (Average) / 75 microns (minimum)

ii) MS flats under 5mm thickness 65 microns (Average) / 55 microns (minimum)

iii) Pipes/ conduits with thickness 5 mm 85 microns (Average) / 75 microns (minimum)

& over.

iv) Pipes/ conduits with thickness under 65 microns (Average) / 55 microns (minimum)

5mm but not less than 2mm

Medium coated v) GI Wire

e) Min. weight:

i) MS flats 5mm thick & over and Rods 610 gms. / sq. mtr.

ii) MS flats under 5mm thickness 460 gms. / sq. mtr.

iii) Pipes/ conduits with thickness 5 mm 610 gms. / sq. mtr

& over.

iv) Pipes/ conduits with thickness under

460 gms. / sq. mtr 5mm but not less than 2mm

GI Wire 8 SWG 150 gms. / sq. mtr. v) GI Wire 14 SWG 105 gms. / sq. mtr

GI Wire 16 SWG

95 gms. / sq. mtr..



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# f) Thickness of Pipes:

Sl. No.	Material	Size	Thickness (in mm.)
1	Cast Iron (CI)	100 ID	13.0
2	Mild Steel (MS)	25 NB, Heavy duty	4.0
3	Mild Steel (MS)	40 NB, Heavy duty	4.0
4	Mild Steel (MS)	50 NB, Heavy duty	4.5
5	Mild Steel (MS)	65 NB, Heavy duty	4.5
6	Mild Steel (MS)	100 NB, Heavy duty	5.4

	CHIDDI IED	CTURER/ BIDDE		MFD.	STANDARI	QUALIT	Y PLAN			C. NO: NO.: PE-QP-	000_5	00-F001	R3		DATE:	1
वीएच	term SCALLANDA		PROJE						PON		777-3	07-L001	, 10		DATE:	
			ITEM: A	ABOVE GROUN IALS	D EARTHING	G	SYSTEM: EA	RTHING							SHEET 1 OF 2	
Sl. No.	COMPONENTS & OPERATIONS	CHARACTERSTIC	S CLASS	TYPE OF CHECK	QUANTUM CHECK		REFERENCE DOCUMENT	ACCEPTANCE NO	ORMS	FORMAT O	OF	AGEN	ICY		REMARKS	
1	2	3	4	5	6 M		7	8	7	9	* D	** M	В	C		
					141	ь						1.1				
1.0	RAW MATERIAL:															
	MILD STEEL (FLATS & RODS)	1.CHEMICAL & PHYSICAL PROPERTIES	MA	VERIFICATION OF TC'S	100%	•	IS 2062	IS 2062		MILL TC	1	Р	٧	-	REFER REMARKS AT SL. NO. 3.1	
1.1	AS PER	2. DIMENSIONS	MA	MEASUREMENT	100%	-	IS 1730	IS 1730		QC RECORD	1	Р		-		
	SPECIFICATION	3.SURFACE FINISH	MA	VISUAL	100%	-	IS 1079	IS 1079		QC RECORD	1	P		-		
1.2	ZINC	1.CHEMICAL COMP.	MA	CHEM. TEST	SAMPLE	-	IS 209	IS 209		QC RECORD	1	P	V	-		
2.0	IN PROCESS:													T		-
2.1	CUTTING, DRILLING	1.DIMENSIONS	МА	MEASUREMENT	100%	-	IS 1730	IS 1730		QC RECORD	1	P	v	-		
2.2	SURFACE PREPARATION	1. CLEANING, PICKLING, RINSING & FLUXING	МА	VISUAL	100%	-	IS 2629	IS 2629		QC RECORD	1	Р				
		2. SURFACE FINISH	MA	VISUAL	100%	-	IS 2629	IS 2629		QC RECORD	1	P		-		
2.3	GALVANISING	1.TEMPERATURE OF BATH	МА	MEASUREMENT	CONTINUO	-	IS 2629	IS 2629		QC RECORD	1	Р	-	-		
		2. DROSS	MA	VISUAL	PERIODIC	-	IS 2629	IS 2629		QC RECORD	1	P		-	GALVANIZATION IS TO BE DONE AT GALVANIZATION	
		3.RATE OF IMMERSION	МА	VISUAL/ MEASUREMENT	100%	-	IS 2629	IS 2629		QC RECORD	1	P		-	PLANT LISTED IN ANNEXURE-1 TO QUALITY PLAN,	
		4. SURFACE FINISH	МА	VISUAL	100%	-	IS 2629	FREE FROM BURRS, ROUGHNESS, SLAG, FLUX, STAIN		QC RECORD	1	P	-	-		
3.0	FINISHED ITEMS:															
3.1	MS FLATS	1. CHEMICAL COMP.	МА	CHEM. TEST	1 No./LOT/SI ZE	-	IS 2026	IS 2026		LAB TC	1	P	v	-	NOTE: SAMPLE FOR CHEMICAL TEST SHALL BE SELECTED BY BHEL& TESTING SHALL BE DONE AT NABL/ GOVT. APPD.	1
		2. DIMENSIONS	МА	MEASUREMENT	IS 2500 (PART 1) LEVEL S-4	IS 2500 (PART 1) LEVEL S-4	IS 1730	IS 1730		INSPECTIO N REPORT	1	Р	w			
	BIDDER/SUPPL	IER			ВНЕ	L				F	OR C	USTOM	ER RE	/IEW	& APPROVAL	
Sign 8	&Date		E	NGINEERING			QUALITY	Commission of the Commission o	Do	c No:						-
Seal		Ch	ecked by;	Sign & Date		Checked	Sign & Da	-		viewed	Sign	& Date	e Na	ame	Seal	-
			viewed		Sandey	by: Reviewed by:	32,2	24 Hain	Ap <sub>l</sub>	proved by:					Sheet No 12 of 19	-

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	MANUFAC	TURER/ BIDDER/ NAME & ADDRESS	CUSTON		STANDARD	QUALIT	Y PLAN		SPEC. NO: QP NO.: PE-QP-9	99-50	9-E001	, R3		DATE:
बीएच इ	SUPPLIER	MANE & ADDRESS	PROJEC						PO NO.:					DATE:
BH	FL		ITEM: A MATERI	BOVE GROUND	EARTHING	3	SYSTEM: EAL	RTHING						SHEET 2 OF 2
SI. No.	COMPONENTS & OPERATIONS	CHARACTERSTICS		TYPE OF CHECK	QUANTUM		REFERENCE DOCUMENT	ACCEPTANCE NOR	FORMAT C RECORD	F	AGEN	ICY		REMARKS
1	2	3	4	5	6 M	Mark the Control of the	7	8	9	* D	** M	В	С	
		3. SURFACE FINISH	MA	VISUAL	IS 2500 (PART 1) LEVEL S-4	IS 2500 (PART 1) LEVEL S-4	-	FREE FROM BURRS, ROUGHNESS, SLAG, FLUX, STAIN ETC.	QC RECORD	1	Р	w		
		4.MASS OF ZINC COATING	МА	CHEM. TEST	IS 4759	IS 4759	IS-6745	FLATS 5 MM THICK AT OVER 610 GM/SQ.M. FLATS UNDER 5 MM, BUT NOT LESS 2 MM GM/SQ.M.	INSP.	1	Р	w	-	
		5.UNIFORMITY OF ZINC COATING	МА	CHEM. TEST	IS-4759	IS-4759	IS-2633	IS-2633	INSP. REPORT	1	Р	w	-	
		6. THICKNESS OF ZINC COATING	МА	MEASUREMENT	IS-4759	IS-4759	IS-4759	FLATS 5 MM THICK AI OVER=AVG 86 MICRO AND MINIMUM 75 MICRON. FLATS UNDER 5 MM THICK, BUT NOT LESS MM =AVG 65 MICRO	INSP. REPORT	1	P	w	-	
		7. ADHESION	MA	MECH. TEST	IS-4759	IS-4759	IS 2629	IS 2629	INSP. REPORT	1	Р	w	-	
	NOTE: ITEMS LIKE P	I IPES/ FLEXIBLE COPPER BI	RAID/ GI W	IRE/ GS ROD/ SHIEL	DING MAST/TE	ST LINK WIL	L BE CLEARED BAS	ED ON COC (CERTIFICAT	E OF COMPLIANCE)					
						T	BHEL							
4.0	PACKING	SURFACE FINISH & COMPLETENESS	МА	VISUAL	100%	100%	APPROVED DOC	BHEL APPROVED DO	C INSPC. REPORT	1	Р	V	-	
NOTES:		YEAR OF ISSUE OF ALL THE	STANDARI	DS (IS/ASME/IEC ETC	C.) INDICATED	IN QP SHALL	BE REFERRED.							

# C: CUSTOMER, P: PERFORM, W: WITNESS, V: VERIFICATION, AS APPROPRIATE MA: MAJOR, MI: MINOR, CR: CRITICAL BIDDER/SUPPLIER BHEL

Sign & Date

Seal

BHEL QUALITY ENGINEERING Sign & Date Name Sign & Date Name MANOS Checked Suman Checked by Mand MEENA by: Reviewed Reviewed by:

\*RECORDS, INDENTIFIED WITH "TICK"(v) SHALL BE ESSENTIALLY INCLUDED BY SUPPLIER IN QA DOCUMENTATION, D: DOCUMENTATION

\*\* M: SUPPLIER/ MANUFACTURER/ SUB-SUPPLIER, B: BHEL/ THIRD PARTY INSPECTION AGENCY,

Doc No:			
	Sign & Date	Name	Seal
Reviewed by:			
Approved by:			

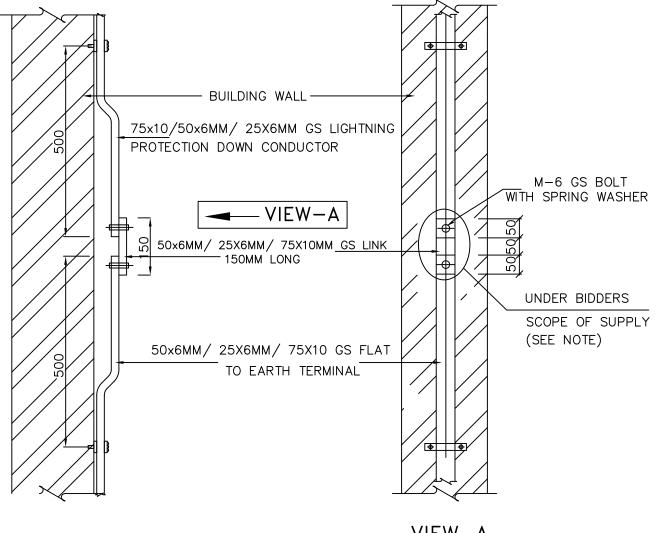
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#### ANNEXURE-1 LIST OF GALVANISERS

SL NO.	VENDOR CODE	VENDOD NAME	ADDRESS	DUONE	DEMARKS
1	VENDOR CODE	VENDOR NAME	ADDRESS Chincholi Bunder Khkar Road Near Link	PHONE	REMARKS
1		Jenco Industrial			
		Corporation	Road Devruwadi Malad (W) Mumbai		
<del> </del>			400064		
2		National Galvanizing	66, Barrackpore Kamarhatt Trunck Road		
<u> </u>		Company	Calcutta-700058		
3		Sigma Galvanising Pvt.	Plot No.C-169, TTC, MIDC Ind Area Navin	8725402,8725765	
		Ltd.	Mumbai-400705		
4		B.P. Projects PVT LTD		033 2553 1254	
ĺ		B.F. Projects PV1 LTD	167A, Vivekananda Road Kolkata-700006		
5		Standard Calinaria	Makardah Road, Kabar Para, Bankra,	28756318/28741986/28725402/2	
ĺ		Standard Galvanisers	Howarah -711403	8725765	
6			National Highway No. 6, Chamrail, Kona,		
ĺ		Steel Products	Howrah-711114		
7	†		Village- Ajab Nagar, P.OMolla Simlla, P.S	022 -27686606/ 1907	
		Unitech Fabricators &	Singur, Dist - Hoogly, Pin-712223	,	
ĺ			Siligui, Dist - 1100giy, Fili-712223		
ĺ		Engineers Pvt. Ltd.			
	+	Chi a sa Fastia a sa O	AO 202 204 to detail Access Co. He Cide of		
8		Shivam Engineers &	A0-282-284, Industrial Area, South Side of		
		Fabricators	G.T. Road, Ghaziabad, U.P.		
9		B.G. Shirke Construction			
		Technology Pvt. Ltd			
		reciniology i vi. Eta	72-76, Mundhawa, Pune - 401 036		
10	1	Galbro Ispat Galvanizora			
ĺ	1	Galbro Ispat Galvanizers Pvt. Ltd.	GUT 11 AND 12, OPP. Kudus Steel,Rolling		
ĺ		PVt. Ltd.	Mill, Wada, Thane , Mumbai		
11		Eros Infrastructures Pvt.	G-97, MIDC, Bhutibori , Nagpur-441108,		
ĺ		Ltd.	Maharashtra		
12	†	Industrial Perforation			
1		(India) Pvt. Ltd.	Ganganagr, Katakhal, Kolkata-700132		
13	+	Indmark Formtech Pvt.	Phase - 3, E - 11 / 1, M. I. D. C., Chakan,		
13		Ltd.	Pune - 410 501, Maharashtra, India.		
1.4	+				
14		Namdhari Industrial	Village Latton Dana, Chandigarh Road,		
	+	Traders Pvt. Ltd.	Ludhiana		
15			Jalan Industrial Estate, Gate No-1, 1st Right		
ĺ			Choise Lane, Near N.G-6, Jangalpur, PO		
ĺ		Neha Galvaniser	Domjur Howrah - 700071, West Bengal,		
ĺ			India		
ĺ					
16	T		Unit-IV, Sy No228/9, Plot No. 6, IP		
ļ		Patny Systems (P) Ltd.	Kuchavaram, Toopran(M) Dist Medak,		
		Patny Systems (P) Ltd.	Kuchavaram, Toopran(M) Dist Medak,		
		, . ,	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336		
17		Patny Systems (P) Ltd.  Parmar Metal Company	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar)		
		Parmar Metal Company	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India.		
		Parmar Metal Company Rukmani Electrical &	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road,		
17		Parmar Metal Company	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur– 493 221 (Chhattisgarh)		
		Parmar Metal Company Rukmani Electrical &	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur– 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial		
17		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur– 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur,		
17		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411		
17		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail ,		
18		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302		
17		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd DMP Projects Pvt.Ltd.	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State		
18		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd. Vinfab Engineers India	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane,		
18		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd DMP Projects Pvt.Ltd.	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State		
17 18 19 20		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd.  Vinfab Engineers India Private Limited	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane, Maharashtra -421303		
18		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd. Vinfab Engineers India	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane,		
17 18 19 20		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd.  Vinfab Engineers India Private Limited	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane, Maharashtra -421303		
17 18 19 20		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd.  Vinfab Engineers India Private Limited  Saral Projects &	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur— 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane, Maharashtra -421303 B-1, Industrial Area, Site-II, Amawan Road Rae		
17 18 19 20		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd.  Vinfab Engineers India Private Limited  Saral Projects & Processors	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane, Maharashtra -421303 B-1, Industrial Area, Site-II, Amawan Road Rae Bareli		
17 18 19 20		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd.  Vinfab Engineers India Private Limited  Saral Projects & Processors	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur— 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane, Maharashtra -421303 B-1, Industrial Area, Site-II, Amawan Road Rae		
17 18 19 20		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd.  Vinfab Engineers India Private Limited  Saral Projects & Processors  Brahampuri Steels Limited  Indiana Gratings PVT. LTD	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane, Maharashtra -421303 B-1, Industrial Area, Site-II, Amawan Road Rae Bareli		
17 18 19 20 21	AT08	Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd.  Vinfab Engineers India Private Limited  Saral Projects & Processors  Brahampuri Steels Limitec Indiana Gratings PVT. LTD M/S AVAIDS	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane, Maharashtra -421303 B-1, Industrial Area, Site-II, Amawan Road Rae Bareli 172 (F) Industrial Area, Jhotwara, Jaipur-302013 F-5, MIDC Jejuri, Pune-412 303		
17 18 19 20 21 22 23	AT08	Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd.  Vinfab Engineers India Private Limited  Saral Projects & Processors  Brahampuri Steels Limited  Indiana Gratings PVT. LTD	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane, Maharashtra -421303 B-1, Industrial Area, Site-II, Amawan Road Rae Bareli 172 (F) Industrial Area, Jhotwara, Jaipur-302013 F-5, MIDC Jejuri, Pune-412 303 131, MATSYA INDUSTRIAL AREA, ALWAR		
17 18 19 20 21 22 23 24		Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd.  Vinfab Engineers India Private Limited  Saral Projects & Processors  Brahampuri Steels Limitec Indiana Gratings PVT. LTD M/S AVAIDS	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane, Maharashtra -421303 B-1, Industrial Area, Site-II, Amawan Road Rae Bareli 172 (F) Industrial Area, Jhotwara, Jaipur-302013 F-5, MIDC Jejuri, Pune-412 303		
17 18 19 20 21 22 23	ATO8 RP08	Parmar Metal Company Rukmani Electrical & Components Pvt Ltd Rukmani Fab & Gal Pvt Ltd  DMP Projects Pvt.Ltd.  Vinfab Engineers India Private Limited  Saral Projects & Processors  Brahampuri Steels Limitec Indiana Gratings PVT. LTD M/S AVAIDS TECHNOVATORS PVT.	Kuchavaram, Toopran(M) Dist Medak, Telegana - 502336 Survey No.207,Veraval (Shapar) Dist. Rajkot, India. Urla Industrial Area, Urla Sarora Road, Raipur- 493 221 (Chhattisgarh) Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B 711411 Dulagarh Industrial Park , PS-Sankrail , Howrah -711302 Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane, Maharashtra -421303 B-1, Industrial Area, Site-II, Amawan Road Rae Bareli 172 (F) Industrial Area, Jhotwara, Jaipur-302013 F-5, MIDC Jejuri, Pune-412 303 131, MATSYA INDUSTRIAL AREA, ALWAR		

## NOTES:

- 1. ANY CHANGE IN THE ABOVE LIST SHALL BE INFORMED AT THE TIME OF SPECIFIC PROJECT REQUIREMENT AND NO COMMERCIAL IMPLICATION SHALL BE ALLOWED ON THIS ACCOUNT.
- 2. IT SHALL BE THE RESPONSIBILITY OF THE VENDOR TO GET THE MATERIAL GALVANIZED FROM THE ABOVE / PROJECT SPECIFIC LIST WITHOUT ANY COMMERCIAL IMPLICATION TO BHEL.



TEST LINK DETAILS

VIEW-A

NOTE: BIDDER'S SCOPE INCLUDES THE 150 MM LONG 50X6MM/ 25X6MM/ 75X10MM GS LINK ALONG WITH HARDWARES (2 NOS. M-6 GS NUTS & BOLTS & 4 NOS. SPRING WASHERS)

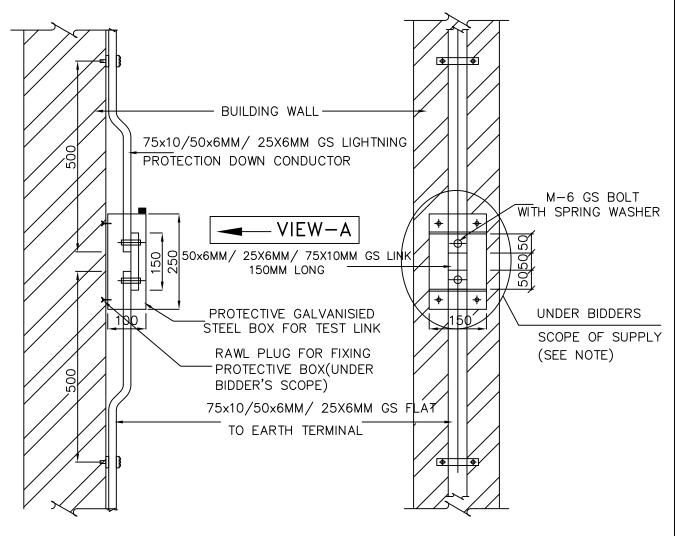
बी एचई एन

TITLE

TYPICAL DETAILS OF TEST LINK

PE-DG-999-509-E003

SH 1 OF 4Sheet No 15 (REV 02



# TEST LINK WITH BOX DETAILS VIEW-A

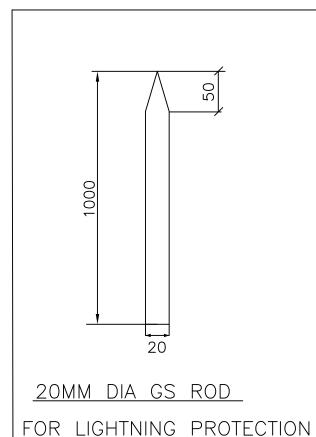
NOTE: BIDDER'S SCOPE INCLUDES THE 150 MM LONG 50X6MM/ 25X6MM GS LINK ALONG WITH HARDWARES (2 NOS. OF M-6 GS NUTS & BOLTS & 4 NOS. SPRING WASHERS) & 250X150X100 MM GALVANISED MS COVERING BOX (1.6 MM THICK) WITH 4 NOS. M12 SCREWS & RAWL PLUGS FOR FIXING OF THE SAME.

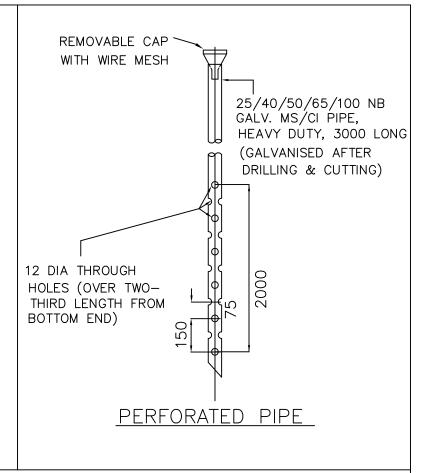


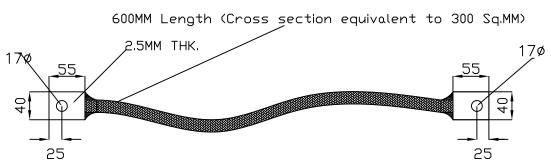
TITLE

TYPICAL DETAILS OF TEST LINK
WITH PROTECTIVE BOX

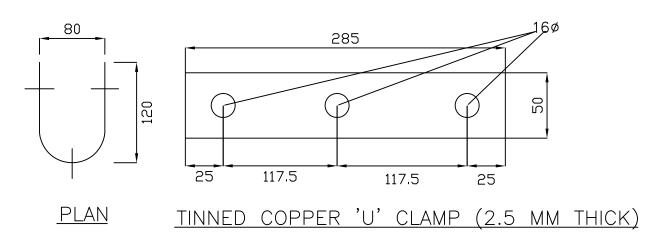
PE-DG-999-509-E003
SH 2 OF 4Sheet No 16 REV 02







FLEXIBLE BRAIDED COPPER CONDUCTOR





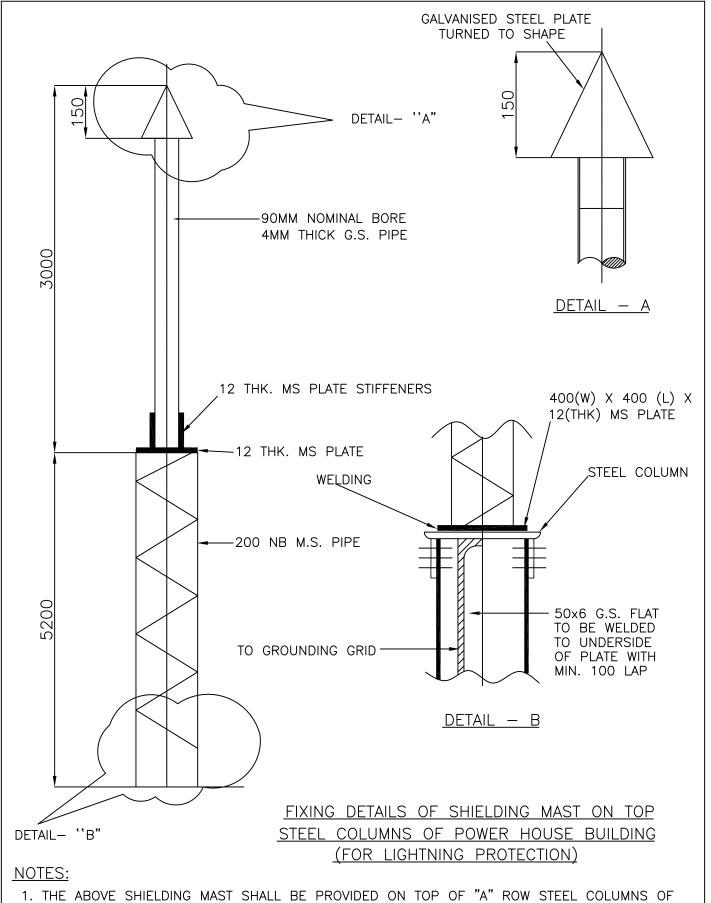
TYPICAL DETAILS OF FLEXIBLE

BRAIDED COPPER, 20 MM DIA.

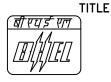
GS ROD & PERFORATED PIPE

PE-DG-999-509-E003

SH 3 OF 4Sheet No 17 (REV 02



- POWER HOUSE BUILDING
- 2. ALL DIMENSIONS ARE IN MM.



TYPICAL DETAILS OF SHIELDING MAST

PE-DG-999-509-E003

SH 4 OF 4 Sheet No 18 6 V9 02



# **Price Variation Formulae**

ANNEXURE-B

Prices shall be variable as per following PVC formulae:-

ABOVE GROUND EARTHING & LIGHTNING PROTECTION MATERIALS					
P = Po/100 (20 + 70 (Fe/Feo) + 10 (W/ Wo))	Indices to be taken from IEEMA Circular (IEEMA/PVC/AL Conductor-LME) for the applicable month.				

# Wherein,

P = Ex-works price payable as adjusted in accordance with the price variation clause.

Po = Ex-works price quoted/confirmed.

FEo = Price of High Tensile Galvanized Steel Wire in Rs./MT of appropriate size.

Wo = All India average consumer price index number for industrial workers (Base: 2016 = 100).

For both above FEo and Wo, Indices to be taken from IEEMA Circular (IEEMA/PVC/AL Conductor-LME) published one month prior to the date of tender enquiry.

FE = Price of High Tensile Galvanized Steel Wire in Rs./MT of appropriate size.

W = All India average consumer price index number for industrial workers (Base: 2016 = 100).

For both above FE and W, Indices to be taken from IEEMA Circular (IEEMA/PVC/AL Conductor-LME) published one month prior to the date of inspection.

# NOTE: PVC shall be applicable for 'GS FLATS & GI WIRES' only.

Price of FE & FEo shall be of 3.00 to 4.09 mm High Tensile Galvanized Steel Wire.

ANNEXURE-A						
List of	projects considered for rate contract of ABOVE GROUND EARTHING MATERIAL					
1	2X660 MW Ennore STPS					
2	2X800 MW LARA					
3	2X800 MW (PH-II) MAHAN ULTRA STPP					
4	2X660MW NTPC TALCHER					
5	1 X 800MW HPGCL Yamunanagar					
6	3X800 MW TALABIRA					
7	2 X 800MW SINGRAULI					



# PRE-QUALIFICATION REQUIRMENTS FOR ABOVE GROUND EARTHING MATERIALS

PE-PQ-999-509-E002

REVISION NO. 04 DATE 08/05/2024

SHEET NO. 1 OF 1

ITEMS: GS flats, GS rods, perforated pipe, GI stranded wires, shielding mast, test links & flexible braided copper conductor SCOPE: Supply: YES; Erection & Commissioning: NO; Supplied GS flats/ GS rods/ perforated pipe/ GI stranded wire/ shielding mast/ test links/ flexible braided copper conductor. Vendor should have capability of supplying galvanized flats/ channels/ angles/ structure of 40 MT per 2 Vendor has his own galvanization plant. Vendor to furnish details of galvanizing process, zinc bath 3 details, type of furnace, details of temperature monitoring, details of ETP etc. OR Vendor should get galvanization of earthing material done from any of BHEL-PEM approved 3 galvanizers. Supplied at least 300 MT of galvanized flats/ channels/ angles/ structure in one or more orders and at 4 least 100 MT in a single order. Minimum two (2) nos. purchase orders for galvanized flats/ channels/ angles/ structure shall be 5 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. Consideration of offer shall be subject to customer's approval of bidders, if applicable
- 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.
- 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 BHEI
- After satisfactory fulfilment of the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of tender.



# PRE - QUALIFYING REQUIREMENTS

PROJECT:	RATE CONTRACT
PACKAGE:	Above Ground Earthing Material.

# **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

5,00,00,000.00

Rs.Five Crore 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.

# **Make In India certification**

Letter head of Company/Co	ost Auditor/Si	tatutory Auditor	<u></u>	
Ref.		Dat	te	
To, Bharat Heavy Electricals L. PEM, PPEI Building, Plot I Sector -16A, Noida (U.P)-2	No 25,			
Subject: - Certification rega	arding local c	ontent		
Reference:				
Name of Package: Framewo	ork Agreeme	nt (Rate Contra	ct) for Fire Sealing S	System
Dear Sir, We hereby certify that items for Fire Sealing System" Procurement (Preference 28.05.2018 & 29.05.2019, 6	meets the i	requirement in n India), Ord	line with NIT and er 2017 dated-15.0	d Public 06.2017
Local Content: %				
We further confirm that de done at	our	works	located	a
(complete address of the				•••••
Yours truly	authorized sig	enatory of com	nany)	
	•		. J/	

# **Land Border Certificate**

GeM Bid Number:	Dated:
Tender Title:	
This has reference to order no. F.No.7/10/2021-PPD Public Procurement Division. We, M/s the following:	
I have read the clause regarding restrictions on procland border with India and on sub-contracting to community	ntractors from such countries; I certify that this
I hereby certify that this M/s requirements in this regard and is eligible to be cons	

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
<u>Preamble</u>
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)/ Cotractor (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.
- 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.
- 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)	For & On behalf of the Bidder/ Contracto (Office Seal)				
Place Date	(omec scar)				
Witness:(Name & Address)	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)	(2)
Name:	Name:
Deptt:	Deptt:
Address:	Address:
Phone: (Landline/ Mobile)	Phone: (Landline/ Mobile)
Email:	Email:
Fax:	Fax:

	COST OF WITHDRAWAL									
				T						
				Framework Agreement (Rate Contract)						
PACKAGE :						ABOVE GROUND EARTH	ING & LIGHTNING PROT	ECTION MATERIALS		
TENDER EN	NQUIRY :-									
NAME OF	THE BIDDER									
SI. 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/Negati ve)	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 withdrawl 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 withdrawl 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 withdrawl 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 withdrawl is to be given seperately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.
- 12. In case nature of cost of withdrawl (positive/negative) is not specified it shall be assumed as positive.
- 13. In case of descrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.