### **Special Conditions of Contract**

**RFQ No.: RGACOMP015** 

### **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):

Name	: Mr Rachit Gogia,	Name	: Mr MASAND J P,
Department	: CE-MM	Department	: CE-MM
Address	: BHEL EDN, NEB 2 <sup>nd</sup> Floor,	Address	: BHEL EDN, NEB 2 <sup>nd</sup> Floor,
	Mysore Road, P B No. 2606,		Mysore Road, P B No. 2606,
	Bangalore - 560026.		Bangalore - 560026.
Phone	: +91 80 2699 8234	Phone	: +91 26998391/ 9425604767
Email	: rachitgogia@bhel.in	Email	: jpmasand@bhel.in
Fax	: +91 80 26989228	Fax	: +91 80 26989228

823088/2022/EDN-CE-MM

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.
- 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.
- 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/ Contractor (Office Seal)			
Place Date				
Witness:	Witness:			
(Name & Address)	(Name & Address)			

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# PRE-QUALIFICATION CRITERIA (PQC) FOR TRACTION GRADE CABLE

**GROUP: TRACTION ENGINEERING** 

Ref: 445/EMU/PQC-Cable
<b>Rev.</b> No.: 01
Page 1 of 1

### 1.0 PRE QUALIFICATION CRITERIA (PQC)

- The Bidder should be manufacturer / Authorized dealer of Electron Beam irradiated Power, Control and communication Cables for Rolling Stock Applications of Indian Railways for Traction equipment with working voltage as per specification
- 2. Offered cable part no. should be approved by RDSO or CLW as per relevant category.

### 2.0 DOCUMENTS SUBMISSION

- 1. Bidder to submit clause by clause compliance to complete technical specification
- 2. Bidder should possess a valid type test report conducted as per relevant standards mentioned in the specification
- 3. Proof of supply of this or similar voltage grade cables used in traction applications directly or through any authorized agency to Indian Railways during the last 5 years to be submitted as per the attached format of Performance Statement.
- 4. Offered cable part no. should be approved by RDSO/CLW as per relevant category. Letter of Approval should be submitted.

	Revision 01	APPROVED BY		
		PREPARED BY	<b>02/03/2023</b> DATE	



# PURCHASE SPECIFICATION

P.S NO. : PS/4452851

REV. NO: 00

PAGE 00 OF 04

GROUP: TRACTION ENGINEERING

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00	01.12.22	FIRST ISSUE			

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REVISIONS 00 DT: 01.12.2022

APPROVED BY:

Santosh Kumar Sahu

PREPARED BY:

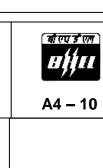
Lakshmi Narayana

Dy Mgr/Traction Engg

APPROVED BY:

ISSUED BY

01.12.2022



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## PURCHASE SPECIFICATION

GROUP: TRACTION ENGINEERING

P.S NO. : PS/4452851

REV. NO: 00

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### **SPECIFICATION FOR MULTI CORE CABLE**

Sl No	Material Code	Description
1	TI0668128771	UIC Cable
2	TI0668099720	4 core, 1 sqmm screened cable
3	TI0668128780	2 x 0.5 Sq.mm scr cable



### PURCHASE SPECIFICATION

**GROUP: TRACTION ENGINEERING** 

P.S NO. : PS/4452851

**REV. NO: 00** 

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### SPECIFICATION FOR ANNEALED TINNED COPPER CONDUCTOR WITH EPDM INSULATED, ELECTRON BEAM IRRADIATED CROSS LINKED SHEATHED CABLE

### 1.0 SCOPE:

The purpose of this specification is to assure Cables as per this Specification are having level of quality which meets the requirements as set forth in the latest revisions of noted IEC, ASTM standards and are as per spec CLW/ES/3/0459. This specification covers multi core cables for power converters. The cables are manufactured by Electron Beam Cross Linked process. The cables covered are of limited fire hazard type ie: low flame spread, low smoke emission and less toxic emission.

### 2.0 APPLICATION:

For use as Multi Core Cables for Power Converters used in WAP-5, WAP-7 & WAG-9 Locomotives

### 3.0 STANDARDS:

The Cables of this Specification shall conform to the following standards as applicable or modified herein:

IEC 60228 Conductors of insulated cables.

IS 8130 Conductors for insulated electric cables & flexible cords

IS 10810-0 Method of Test for Cables

ASTM B8 Standard Specification for Concentric-Lay-Stranded Copper

Conductors, Hard, Medium-Hard, or Soft.

ASTM B174 Standard Specification for Bunch-Stranded Copper Conductors for

Electrical Conductors.

ASTM B172 Standard Specification for Rope-Lay-Stranded Copper Conductors

Having Bunch-Stranded Members, for Electrical Conductors.

ASTM B263 Standard Test Method for Determination of Cross-Sectional Area of

Stranded Conductors

MIL-DTL-29606 Stranded, Uninsulated Copper

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### PURCHASE SPECIFICATION

**GROUP: TRACTION ENGINEERING** 

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PAGE 03 OF 04

IEC 60811 Electric and optical fibre cables

IEC 60885 Electrical test methods for electric cables

IEC60332 Tests on electric and optical fibre cables under

fire conditions

### 4.0 CONSTRUCTION AND COMPOSITION OF CABLE

The cores are made of stranded annealed & tin coated copper conductor which are having a thin walled insulation of flame retardant Low smoke Zero Halogen insulation material. The cores are laid up along with filler(s) and are collectively screened with annealed and tinned copper braid. This is further taped and insulated with an outer jacket which is Halogen Free and Flame retardant. The color of the cable is to be Black.

### 5.0 **MATERIAL & CONSTRUCTION OF CONDUCTOR**

The conductors shall be made up with circular tinned, annealed copper wires complying with the requirement of IS: 8130 - 2015, IEC 60228 - 2004 and this specification with flexibility of Class – 5.

### **COMPOSITION OF CONDUCTOR (Single Wire Dia)**

All wires must be of the same nominal dia with a tolerance of ± 0.01mm. The dia. of wire shall be measured by means of a ratchet micrometer or a dia micrometer, between smooth faces circular in shape. The average of the readings of a two measurements taken at right angle to each other shall be accepted as the value of the dia.

### **VOLTAGE RATING & TEMPERATURE RANGE**

Offered cables should be conformed to CLW Specification CLW/ES/3/0459 Alt C in all respects

- For TI0668128771 UIC Cable: Refer Sheet No: 22B of CLW/ES/3/0459 Alt C
- For TI0668099720 3 GKW 4 core, 1 sqmm screened cable: Refer Sheet No: 22 of CLW/ES/3/0459 Alt C
- For T10668128780 2 x 0.5 Sq.mm scr cable: Refer Sheet No: 18 of CLW/ES/3/0459 Alt C



### **PURCHASE SPECIFICATION**

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9.0	Mar	king

Every one-meter length the marking to be made in the following fashion.

BHEL Part No, Cable size, Voltage rating, Manufacture part No, Year of manufacture

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1	REV.	DATE	NATURE OF CHANGE	REASONS	PREPARED BY	APPROVED BY
	NO.	01.12.2022	FIRST ISSUE			
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REVISIONS 00 DT: 01.12.2022	APPROVED BY:	Ch buran	M
	Santosh Kumar Sahu/DGN PREPARED BY:	ISSUED BY	DATE 02
	Lakashmi Narayana K Dy Mgr/Traction Engg	TE	01.12.2022



### **PURCHASE SPECIFICATION**

**GROUP: TRACTION ENGINEERING** 

P.S NO.	:	PS/445/2853
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REV. NO: 00

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### SPECIFICATION FOR Traction Grade Single core Cables

Sl No	Material Code	Description	
1	TI0668129506	4 GKW, single core, 1.5 sqmm cable	
2	TI0668085789	9 GKW single core, 120 sqmm power cable	
3	TI0668085770	9 GKW single core, 150 sqmm power cable	
4	TI0668083921	9 GKW single core, 185 sqmm power cable	

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### SPECIFICATION for Traction Grade Single core Cables

### 1.0 SCOPE:

The purpose of this specification is to assure Cables as per this Specification are having level of quality which meets the requirements as set forth in the latest revisions of noted IEC, ASTM standards and are as per spec CLW/ES/3/0458. This specification covers single core cables for operating voltage 1.8KV and 4 KV for power converters and auxiliary converters. The cables covered are of limited fire hazard type ie: low flame spread. low smoke emission and less toxic fume emission. The cables are suitable for operating range of -40° C to +120° C.

### 2.0 **APPLICATION:**

For use as Single Core Cables for Power Converters used in WAP-5, WAP-7 & WAG-9 Locomotives. Offered Cables should be

### 3.0 **STANDARDS:**

The Cables of this Specification shall conform to the following standards as applicable or modified herein:

IEC 60228 Conductors of insulated cables.

IS 8130 Conductors for insulated electric cables & flexible cords

IS 10810-0 Method of Test for Cables

ASTM B8 Standard Specification for Concentric-Lay-Stranded Copper

Conductors, Hard, Medium-Hard, or Soft.

Standard Specification for Bunch-Stranded Copper Conductors for ASTM B174

Electrical Conductors.

Standard Specification for Rope-Lay-Stranded Copper Conductors ASTM B172

Having Bunch-Stranded Members, for Electrical Conductors.

ASTM B263 Standard Test Method for Determination of Cross-Sectional Area of

Stranded Conductors

MIL-DTL-29606 Stranded, Uninsulated Copper

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### **PURCHASE SPECIFICATION**

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PAGE 03 OF 04

IEC 60811 Electric and optical fibre cables

IEC 60885 Electrical test methods for electric cables

IEC60332 Tests on electric and optical fibre cables under

fire conditions

### 4.0 QUALIFICATION CRITERIA

The vendors should be approved as per the CLW vendor directory prevailing at the time of NIT. In case of offers from unapproved sources Vendor shall approach the customer, CLW and submit the credentials/details for technical approval by the customer, CLW and BHEL will await customer's approval for a maximum of one month from the date of tender opening. If approval is not received within the above period, BHEL shall treat the offer as Techno-Commercially not acceptable and the offer shall be rejected.

### 5.0 MATERIAL & CONSTRUCTION OF CONDUCTOR:

The conductors shall be made up with circular tinned, annealed copper wires complying with the requirement of IS: 8130-2015, IEC 60228-2004 and this specification with flexibility of Class -5. Nominal cross - sectional area, maximum single wires dia of conductor, and maximum resistance of conductor at 20 deg. C shall be as per the Table-A of this specification. Bunching of wires up to 10.0 sq. mm. may be concentric /rope construction. For conductor sizes above 10.0 sq.mm only rope stranded bunching of wires shall be adopted.

### 6.0 COMPOSITION OF CONDUCTOR (Single Wire Dia):

All wires must be of the same nominal diameter with a tolerance of  $\pm$  0.01mm. The dia. of wire shall be measured by means of a ratchet micrometer or a diameter micrometer, between smooth faces circular in shape. The average of the readings of a two measurements taken at right angle to each other shall be accepted as the value of the diameter.

### 7.0 VOLTAGE RATING & TEMPERATURE RANGE

Offered cables should be conformed to CLW Specification CLW/ES/3/0458 Alt C in all respects

Material Code	Description	
TI0668129506	4 GKW, single core, 1.5 sqmm cable	Refer Sheet 24 of CLW/ES/3/0458 Alt C
TI0668085789	9 GKW single core, 120 sqmm power cable	Refer Sheet 25 of CLW/ES/3/0458 Alt C
TI0668085770	9 GKW single core, 150 sqmm power cable	Refer Sheet 25 of CLW/ES/3/0458 Alt C
TI0668083921	9 GKW single core, 185 sqmm power cable	Generally Conforming to CLW/ES/3/0458 Alt C

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### PURCHASE SPECIFICATION

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8.0	Mai	rking

Every one-meter length the marking to be made in the following fashion. BHEL Part No, Cable size, Voltage rating, Manufacture part No, Year of manufacture

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BHARAT HEAVY ELECTRICALS LIMITED
Electronics Division
PB No. 2606, Mysore Road Bangalore - 560026
INDIA

RFQ NUMBER: RGACOMP015

RFQ DATE: 28.02.2023



MMI:PU:RF:003

(address for communication):

(for all correspondence)

Purchase Executive: RACHIT GOGIA

Phone:

E-mail: rachitgogia@bhel.in

This RFQ is for entering into Rate contract (RC) with BHEL for the tendered item. Validity of the RC will be 12 months from the award of Rate Contract. Firm orders will be placed during the tenure of Rate Contract. Prices will remain firm till the validity of RC or till the completion of supplies against the purchase orders placed against this rate contract whichever later. May please note that these quantities are projections based on the current business scenario and expected orders from customers. In the eventuality of business not coming through, BHEL is not obligated to exhaust the ordering of RC quantities.

Evaluation will be done on item wise lowest bidder will be considered for ordering

Sl No.	Description	Qty	Unit	Delivery qty	
1	TI0668083921 9 GKW single core, 185 sqmm power cable  * HSN/SAC :	375	М	375	
	"9 GKW, single core, 185 sqmm cable for Railway application as per BHEL Specification PS 4452853 Rev 0 ;;				
	Voltage rating: 4.0 kV AC; Conductor: Stranded tin plated copper; Insulation: Electron beam cross-linked copolymer, color - grey; Sheath: Electron beam cross-linked copolymer, color - black; Temp. range: -40degC to 120degC;  Technical details shall be generally as per per CLW spec: CLW/ES/3/0458.				
	RDSO or CLW approval shall be furnished along with quotation  Acceptance Criteria: Routine Test Reports and measurement of cable cross section area (Tolerance ± 3%).				
2	TI0668085789 9 GKW single core, 120 sqmm power cable * HSN/SAC :	16,150	М	16,150	
	"9 GKW, single core, 120 sqmm cable for Railway applicationas as per BHEL Specification PS 4452853 Rev 0;				

### TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

### NOTES:

- 1. This RFQ is governed by:
- a) INSTRUCTIONS TO BIDDERS/SELLERS and GENERAL CONDITIONS OF CONTRACT FOR PURCHASE available at http://edn.bhel.com (RFQ-PO Terms & Conditions)
- b) Any other specific Terms and Conditions mentioned.
- 2. Bidders / Representatives who would like to be present during opening of offers are required to furnish authorization letter for the same.
- \* The HSN/SAC no mentioned against the line items in the RFQ are indicative only.

For and On behalf of BHEL.

RACHIT GOGIA Control Equipment



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Electronics Division
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Evaluation will be done on item wise lowest bidder will be considered for ordering

Sl No.	Description	Qty	Unit	Delivery qty	
	Voltage rating: 4.0 kV AC; Conductor: Stranded tin plated copper; Insulation: Electron beam cross-linked copolymer, color - grey; Sheath: Electron beam cross-linked copolymer, color - black; Temp. range: -40degC to 120degC;  Technical details shall be as per CLW spec: CLW/ES/3/0458. RDSO or CLW approval shall be furnished along with quotation. Acceptance Criteria: Routine Test Reports and measurement of cable cross section area (Tolerance ± 3%)."				
3	TI0668099720 3 GKW 4 core, 1 sqmm screened cable * HSN/SAC:  "3 GKW, 4 core, 1 sqmm screened cable for Railway application as per BHEL Specification PS 4452851 Rev 0;  Voltage rating: 600V AC; Conductor: Stranded tin plated copper; EMC screen: Tin plated copper braid; Insulation: Electron beam cross-linked copolymer, color - white; Sheath: Electron beam cross-linked copolymer, color -	5,550	М	5,550	

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RACHIT GOGIA Control Equipment



BHARAT HEAVY ELECTRICALS LIMITED Electronics Division PB No. 2606, Mysore Road Bangalore - 560026 **INDIA** 

RFQ NUMBER: RGACOMP015

RFO DATE:



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(address for communication):

28.02.2023

(for all correspondence) Purchase Executive: RACHIT GOGIA

Phone: Fax

E-mail: rachitgogia@bhel.in

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Evaluation will be done on item wise lowest bidder will be considered for ordering

Sl No.	Description	Qty	Unit	Delivery qty	
31 110.	•	Qty	Oiit	Delivery quy	
	black;				
	Temp. range: -40degC to 120degC;				
	T 1 1 1 1 1 1 1 CT W				
	Technical details shall be as per CLW spec:				
	CLW/ES/3/0459.				
	RDSO or CLW approval shall be furnished along with				
	quotation				
	Acceptance Criteria: Routine Test Reports and				
	measurement of cable cross				
	section area (Tolerance ± 3%)."				
	TI0668128771 UIC Cable		M		
4	* HSN/SAC :	2,250	IVI	2,250	
	"UIC Cable as per BHEL Specification PS 4452851				
	Rev 0				
	5X4X1 + 2 Core SCR Configration				
	Confirming to CLW specification CLW/ES/3/0459 Alt.C				
	or Latest				
	Application: Indian Railways/Hotel Load Converter in				
	WAP5/WAP7				
	Locomotives				
	RDSO or CLW approval shall be furnished along with				
	quotation				
	Acceptance Criteria: Routine Test Reports and				
	measurement of cable cross				
	section area (Tolerance ± 3%)."				

### TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

### NOTES:

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Purchase Executive: RACHIT GOGIA

Phone:

E-mail: rachitgogia@bhel.in

Total	Number	of Items -	4		
1.					
2.					

### TWO PART BID - SUBMIT TECHNICAL AND PRICE BID IN SEPARATE SEALED COVERS

### NOTES:

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For and On behalf of BHEL.

RACHIT GOGIA Control Equipment

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ender der	partment: CE MM, EDN, BHEL, BA l	ANGALORE Bidder Name:	RFQ/NIT/Enquiry no.	RGACOMP015
ender flo	l ated through NIC e-Procurement	] Bidder Name: system Website - https://eprocurebhel.co.in/nicgep/app . Vendor to submit offer or	ly though NIC e-Procuren	nent system
	-		Bidder's Acceptance /	
Sr. No	DESCRIPTION	Details	Response	Remarks if an
1	Price Basis	Prices will remain firm, till the validity of RC or till the completion of supplies against the purchase orders placed against this rate contract whichever later.		
2	Terms of Delivery	DDL, BHEL EDN/ESD, Bangalore (Free delivery to EDN/ESD, BHEL Bangalore including packing & forwarding charges)		
3	Delivery Period	Total quantity requirement is for 12 Months, Indicate the best possible delivery schedule from the date of issue of Purchase order with Best possible quantity per Month. For Supply, date of receipt of Materials at BHEL EDN/ESD STORES will be treated as delivery for purpose of penalty.		Indica Delive period in N of week
4	Payment Term	100% with 45 days from the date of receipt of material at EDN/ESD Stores.		
5	Evalution of L1 vendor	Evaluation will be done on item wise lowest bidder will be considered for ordering.		
6	Penalty for delay in delivery	Penalty of 0.5% per week at the basic price of the good for undelivered quantity of supply portion, subject to a maximum of 10%. For Supply, Date of receipt of materials at Stores / BHEL EDN/ESD Bangalore will be treated as delivery for purpose of penalty		
7	Loading towards Penalty for delay in delivery	For any deviation in penalty term, the offer will be liable for loading as per Clause No. G, Point No.(b) of ITB.		
	Other terms & conditions	For detailed Terms and Conditions, kindly refer to the following:A: INSTRUCTIONS TO BIDDERS/SELLERS(Doc No :BHEL:EDN:ITB-SHOP) available at www.edn.bhel.com (RFQ-PO Terms & Conditions)B: GENERAL CONDITIONS OF CONTRACT FOR PURCHASE(Doc no :BHEL:EDN:GCC-SHOP)available at www.edn.bhel.com (RFQ-PO Terms & Conditions)		
9	Validity	Quotation should remain valid for a period of 90 days from the due date.		
		www.bhel.com) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.  Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.		
	Declaration for GFR 2017 Rule 144(Xi)	Decleration to be uploaded (Format attached)		
12	Declaration for Make in India	Decleration to be uploaded (Format attached)		
	Declaration for MSME  Declaration	Submit MSME/UDYAM Certificate if applicable  The bidder declares that they will not enter into any illegal or undisclosed agreement of understanding, whether formal or informal with other bidder(s). This applies in particular to prices, specifications, 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 extent policies/guidelines.		
15	Warranty	12 months from date of commissioning or 18 months from the date of supply whichever is earlier		
16	No Deviation	We hereby confirm that all the terms & conditions of tender are accepted without any deviation and any . Any additional commercial term or deviation in commercial term mentioned anywhere else shall be ignored and not be considered for evaluation		
17	Rate Contract Acceptance	This RFQ is for entering into Rate contract (RC) with BHEL for the tendered item. Validity of the RC will be <b>12 Months</b> from the award of rate contract. Firm orders will be placed during the tenure of rate contract. Prices will remain firm, till the completion of supplies against the Rate Contract. Please note that these quantities are projections based on the current business scenario and expected orders from customers. In the eventuality of business not coming through, BHEL is not obligated to exhaust the ordering of RC quantities.		
18	Rescheduling of Deliveries	BHEL reserves the right of postponement, rescheduling or staggering of delivery based on the project schedule.		
19	Non acceptance of RC	Offer will be liable for commercial rejection for non acceptance of clause no		

Sr. No	DESCRIPTION	Details	Bidder's Acceptance / Response	Remarks if any
21	Documents for bill processing	Complete set of despatch documents (original + 1 photocopy set) as per Purchase Order shall be submitted to Purchase Officer directly on below address for bill processing - RACHIT GOGIA, DEPUTY MANAGER /CE-MM, NEB 2ND FLOOR, BHEL-EDN, BANGALORE - 560026, KARNATAKA IPPILI NIRANJAN, MANAGER /CE-MM, NEB 2ND FLOOR, BHEL-EDN, BANGALORE - 560026, KARNATAKA If documents are Digitally Signed by Authorized Signatory, submission of Hard copy of document is not required. However digitally signed soft copy of complete set of documents to be sent to below email IDS, ippili@bhel.in, arunml@bhel.in, rachitgogia@bhel.in & nilmanikumar@bhel.in Depending upon the PO, despatch documents may include one or more documents from the following:  1. Invoice for payment (original) 2. Invoice for payment (extra copy) 3. Packing list mentioned items in each box number 4. LR Copy 5. Warranty certificate 6. PBG if applicable as per PO 7. Copy of UDYAM certificate for considering MSE, if applicable 8. Copy of First Inspection call letter along with TC The precise list of despatch documents needed for the project will be specified in the Purchase Order. One set of Invoice, Packing List and L/R or AWB shall be e-mailed/faxed immediately to BHEL-EDN after despatch.		
	Note -			

- (1) Any tender condition does not prohibit any bidder to submit their offer along with clause wise deviation from the specification/commercial terms of tender. Changes, if any, in technical specification / Scope etc shall be informed to participating bidders only.
- (2) Any additional commercial term or deviation in commercial term, if sought by vendor, should be clearly brought out in this commercial bid document. Any additional commercial term or deviation in commercial term mentioned anywhere else shall be ignored and not be considered for evaluation
- (3) Any technical or commercial clarification for this tender can be raised before **one week** of offer submission date. No clarification will be entertained by BHEL after given cutoff date.

Clarifications with regard to the tender shall be addressed to purchase officers whose e-mail IDs are given below: ippili@bhel.in, angajala@bhel.in & arunml@bhel.in

- (4) The evaluation currency for this tender shall be INR.
- (5) For the purpose of availment of GST amount as Input Tax Credit (ITC), time limits are mentioned and as of now it is September of the subsequent Financial Year. If complete set of invoice and other supporting billign document required as per PO is not submitted to concerned Purchase Officer at leat 45 days prior to this cut-off date, BHEL will not be able to avail Input Tax Credit and hence corresponding GST amount will not be paid to the vendor / contractor.

### On Bidder Letter Head

Date:
То,
M/s Bharat Heavy Electricals Ltd. Electronics Division, Mysore Road,' Bangalore – 560026
<b>Sub:</b> Model Clause / Certificate as per clause 9 (a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated 13.06.2020.
Ref: BHEL Tender / RFQ / NIT Number
I (authorized signatory for M/s) a 'Class-I Local Supplier' / 'Class-II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for 'Class-I Local Supplier' / 'Class-II Local Supplier' (Tick appropriate option & cut the other one) and the Local Content percentage is
The address is as below, where the local content / value addition is made:  [Factory Address]
[i actory Address]
For M/s
Authorized Signatory (with company seal & Name)

### On Bidder Letter Head

	Date:
To,	
M/s Bharat Heavy Electricals Ltd. Electronics Division, Mysore Road,' Bangalore – 560026	
<b>Sub:</b> Model Clause / Certificate as per Annex-III (Tenders) of Restrictions Under Rule 144 General Financial Rules (GFRs) 2017, Dated 23.07.2020.	(xi) of the
Ref: BHEL Tender / RFQ / NIT Number	
I (authorized signatory for M/s) have rearegarding restrictions on procurement from a bidder of a country which shares a land bowe certify that this bidder M/s[Vendor Name & address] is not from or , if from such a country , has been registered with the competent authority . We herek we fulfill all requirements in this regard and is eligible to be considered [attach evidence registration certificate with competent authority].	rder with India , such a country by certify that
For M/s	
Authorized Signatory (with company seal & Name)	

Validate	Print	Help

Item Wise BoQ

Tender Inviting Authority: BHEL EDN BANGALORE

Name of Work:SUPPLY OF MATERIAL

Contract No: RGACOMP015

Name of the Bidder/ Bidding Firm / Company:													
PRICE SCHEDULE  (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)													
NUMBER#	TEXT #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER	NUMBER	NUMBER #	NUMBER #	NUMBER#	TEXT#	
SI. No.	Item Description	Item Code / Make	Quantity	Units	Quoted Currency in INR / Other Currency	BASIC RATE In Figures To be entered by the Bidder in Rs. P	GST (If applicable in Percentage)	GST Amount in Rs. P	HSN / SAC Code	TOTAL AMOUNT excluding taxes in Rs. P	TOTAL AMOUNT including taxes Rs. P	TOTAL AMOUNT in Words	
1	2	3	4	5	12	7	8	9	10	11	12	13	
1	3 GKW 4 core, 1 sqmm screened cable	TI0668099720	5,550	Mtr	INR		18.000	0.00		0.000	0.000	INR Zero Only	
2	9 GKW single core, 120 sqmm power cable	TI0668085789	16,150	Mtr	INR		18.000	0.00		0.000	0.000	INR Zero Only	
3	9 GKW single core, 185 sqmm power cable	TI0668083921	375	Mtr	INR		18.000	0.00		0.000	0.000	INR Zero Only	
4	UIC Cable	TI0668128771	2,250	Mtr	INR		18.000	0.00		0.000	0.000	INR Zero Only	
Total in Figures			0.000 0.000 INR Zero Only										
Quoted Rate in Words			INR Zero Only										