

TENDER SPECIFICATION

YTPS: SCT: 202207-118

***“Rate Contract of Construction power network
modification works at 5X800 MW YTPS”***

VOLUME – I BOOK – I



BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)
Power Sector – Southern Region

BHEL Site Office
5x800MW Yadadri TPS
Damarcherla (M), Nalgonda (D)
PIN – 508355
Telangana

TECHNOCOMMERCIAL BID - Consists of Book - I

Book - I Consists of

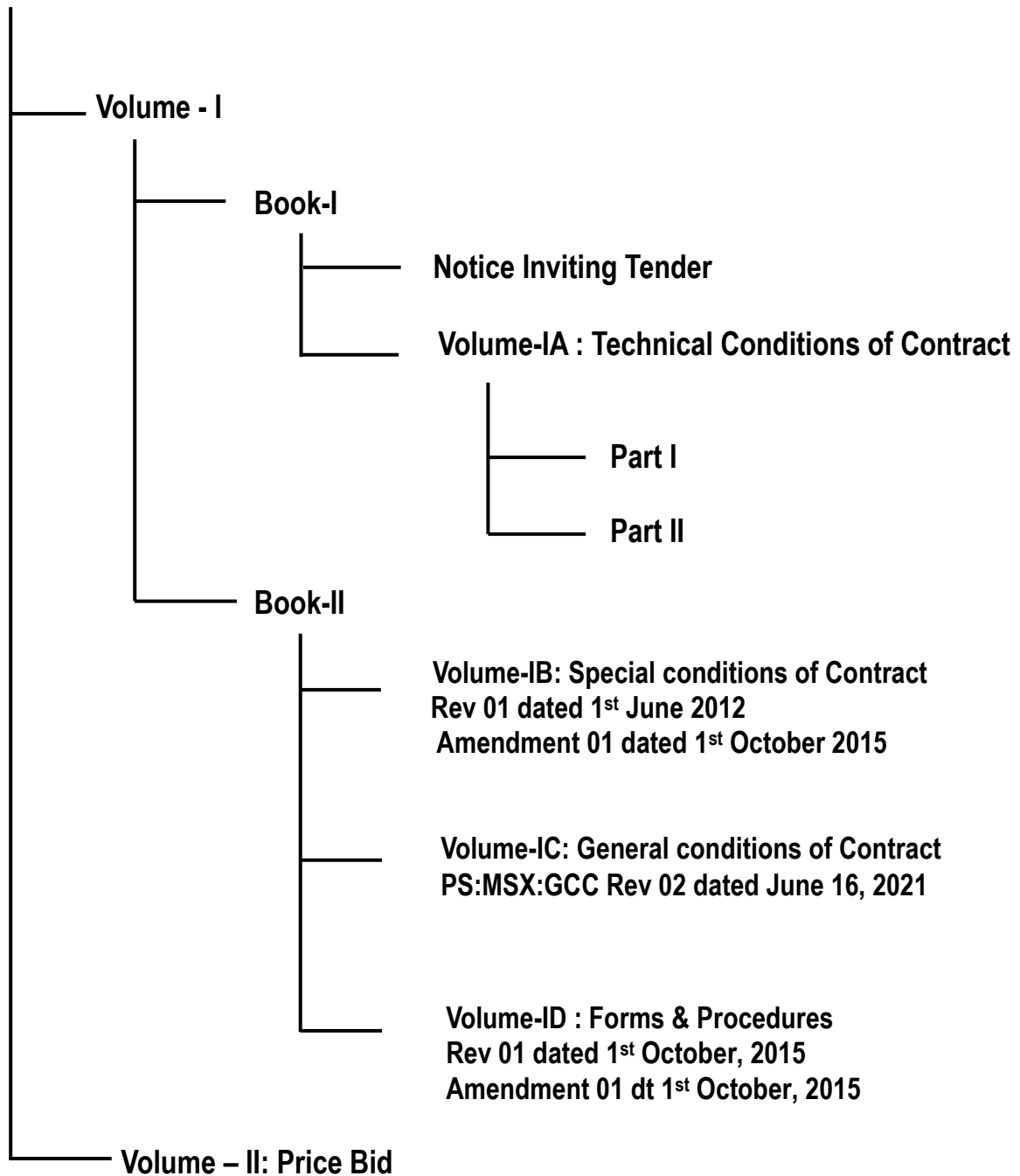
- Notice Inviting Tender
- Volume-IA: Technical Conditions of Contract

Book – II Consists of

- Volume-IB: Special Conditions of Contract
- Volume-IC: General Conditions of Contract
- Volume-ID: Forms and Procedures

TENDER SPECIFICATION CONSISTS OF

Tender Specification



2022

NOTICE INVITING TENDER

Bharat Heavy Electricals
Limited



NOTICE INVITING TENDER (NIT)

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To,

All Bidders

Dear Sir/Madam

Sub: NOTICE INVITING TENDER

Sealed offers in two-part bid system {National competitive bidding (NCB)} are invited from reputed & experienced bidders (meeting PRE QUALIFICATION CRITERIA as mentioned in Annexure-1) for the subject job by the undersigned on the behalf of BHARAT HEAVY ELECTRICALS LIMITED as per the tender document. Following points relevant to the tender may please be noted and complied with.

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION	
i	TENDER NUMBER	YTPS: SCT: 202207-118	
ii	BROAD SCOPE OF JOB	Rate Contract of Construction power network modification works at 5X800 MW YTPS	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Procedures, Terms of payment, etc.	Applicable
b	Volume-IB	Special Conditions of Contract (SCC) Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015	Not Applicable
c	Volume-IC	General Conditions of Contract (GCC)-Modified PS:MSX:GCC, Rev-2 dated: June 16, 2021	Applicable
d	Volume-ID	Forms and Procedures Rev. 01 Dt. 01 Jun 2012 Amendment 01 dated October 01, 2015	Not Applicable
e	Volume-II	Price Schedule (Absolute value).	Applicable
iv	ISSUE OF TENDER DOCUMENTS	Tender documents will be sent through Email Only.	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	Date – 30/08/2022, Time - 15:00 Hrs Bid shall be submitted (By Post or Person) in the Tender Box available at following Address: Finance Department – BHEL 5x800 MW Yadadri TPS Damarcherla (M), Nalgonda (D) – 508355 (Telangana) or through E-mail at tender.yadadri@bhel.in	Applicable

vi	OPENING OF TENDER	Date - 30/08/2022, Time - 17:30 Hrs Notes: 1. In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. 2. Bidder may depute representative to witness the opening of tender.	Applicable
vii	EMD AMOUNT	Rs. 19916/- (Rs. Nineteen thousand nine hundred and sixteen)	Applicable
viii	COST OF TENDER		Not Applicable
ix	LAST DATE FOR SEEKING CLARIFICATION	Date - 23/08/2022, Time - 17:30 Hrs Clarification requirement should be sent to Sh. Sandeep Kumar / Manager, SCT at email ID dsandeep@bhel.in	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)		Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com → Tender Notifications → View Corrigendums) & Central Public Procurement portal (https://eprocure.gov.in/epublish/app). Bidders to keep themselves updated with all such information.	Applicable

2.0 The offer shall be submitted as per the instructions of tender document and as detailed in this NIT. Bidders to note specifically that all pages of tender document, including these NIT pages of this particular tender together with subsequent correspondences shall be submitted by them, duly signed & stamped, as part of offer. **Rates/Price including discounts/rebates, if any, mentioned anywhere/in any form in the techno-commercial offer other than the Price Bid shall not be entertained.**

3.0 **Not used for this tender.**

4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

a) **Name of the Beneficiary** :- Bharat Heavy Electricals Limited

b) **Bank Particulars**

- Bank Name :- State Bank of India
- Bank Telephone No.(with STD code):-
- Branch Address:- Damarcherla (M), Nalgonda (D)
- Bank Fax No. (with STD code) :-
- Branch Code :- 21956
- 9 Digit MICR Code of the Bank Branch :-
- Bank Account Number :- 31071530332
- Bank Account Type :- Current Account

➤ 11 Digit IFSC Code of Beneficiary Branch -: SBIN0021956

(Note -: In case of tender to be submitted through E-mail, proof of remittance of EMD should be sent in the E-mail and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

- 5.0 **Procedure for Submission of Tenders:** The bidder should respond by submitting their offer through E-mail at **tender.yadadri@bhel.in**. Offers are invited in two-parts only.

Documents Comprising in the Tender:

The tender to be submitted through E-mail having attachment less than 20MB (In case, attachment is more than 20MB, 2 or 3 or 4 mail may be submitted and should be indicated as 1 of 2, 2 of 2 or 1 of 3, 2 of 3, 3 of 3, etc.) ~~only~~ EXCEPT EMD (in physical form) as mentioned below:

I. Technical Tender (UN priced Tender):

All Technical details should be attached in e-mail module, ~~failing which the tender stands invalid & may be REJECTED~~. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

- (a) Earnest Money Deposit (EMD) furnished in accordance with NIT Clause 4.0. Alternatively, documentary evidence for claiming exemption as per clause 29 of NIT.
- (b) Technical Bid (without indicating any prices).

II. Price Bid:

- (a) Prices are to be quoted in the attached Price Bid format (password protected) through e-mail. The password of the submitted Price Bid shall be asked from Bidder through e-mail for opening of the Price Bid.
- (b) The price should be quoted for the accounting unit indicated in the tender document.
- (c) **Note:** It is the responsibility of tenderer to go through the Tender document to ensure furnishing all required documents in addition to above, if any. Any deviation would result in REJECTION of tender and would not be considered at a later stage at any cost by BHEL.
- (d) A person signing (digitally or manually) the tender form or any documents forming part of the contract on behalf of another shall be deemed to warrantee that he has authority to bind such other persons and if, on enquiry, it appears that the persons so signing had no authority to do so, the purchaser may, without prejudice to other civil and criminal remedies, cancel the contract and hold the signatory liable for all cost and damages.
- (e) A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

Bidders are requested to submit their completed bid as per laydown procedure either as per SI. No. 5 or SI. No. 6.

- 6.0 **Procedure for Submission of Tenders (To be used in case of Paper bid):** Tender to be submitted to Officer inviting Tender, as detailed below:

- PART-I consisting of 'PART-I A (Techno Commercial Bid)' & 'PART-I B (EMD)' in two separate sealed and super-scribed envelopes (ENVELOPE-I & ENVELOPE-II)
- PART-II (Price Bid) – in sealed and super-scribed envelope (ENVELOPE-III)
- One set of tender documents shall be retained by the bidder for their reference

- 6.1 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped - (Applicable for all modes of tendering):**

Sl. No.	Description	Remarks
	Part-I	
	ENVELOPE – I super-scribed as: PART-I (TECHNO COMMERCIAL BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:-	

i.	Covering letter/Offer forwarding letter of Tenderer.	
ii.	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above. Note: a. In case of any deviation, the same should be submitted separately for technical & commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained. b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender	
iii.	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria. It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv.	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v.	Integrity Pact Agreement (Duly signed by the authorized signatory)	
vi.	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii.	Notice inviting Tender (NIT)	
viii.	Volume – I A : <u>Technical</u> Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc.	
ix.	Volume – I B : Special Conditions of Contract (SCC)	
x.	Volume – I C : General Conditions of Contract (GCC)	
xi.	Volume – I D : Forms & Procedures	
xii.	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii.	Any other details preferred by bidder with proper indexing.	

	PART-I B	
	<u>ENVELOPE – II super-scribed as:</u> PART-I (EMD) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: <u>CONTAINING THE FOLLOWING:-</u>	
	Earnest Money Deposit (EMD) in the form as indicated in this Tender	

	PART-II	
	PRICE BID consisting of the following shall be enclosed	
	<u>ENVELOPE-III</u> super-scribed as: PART-II (PRICE BID) TENDER NO : NAME OF WORK : PROJECT: DUE DATE OF SUBMISSION: <u>CONTAINING THE FOLLOWING</u>	
i	Covering letter/Offer forwarding letter of Tenderer enclosed in Part-I	

ii	Volume II – PRICE BID (Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	
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	OUTER COVER	
	ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE) superscribed as: TECHNO-COMMERCIAL BID & PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION: CONTAINING THE FOLLOWING:	
i	○ Envelopes I ○ Envelopes II ○ Envelopes III	

SPECIAL NOTE: All documents/ annexures submitted with the offer shall be properly annexed and placed in respective places of the offer as per enclosure list mentioned in the covering letter. BHEL shall not be responsible for any missing documents.

- 7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0 **Not used for this tender.**
- 10.0 Since the job shall be executed at site, bidders must visit site/ work area and study the job content, facilities available, availability of materials, prevailing site conditions including law & order situation, applicable wage structure, wage rules, etc. before quoting for this tender. They may also consult this office before submitting their offers, for any clarifications regarding scope of work, facilities available at sites or on terms and conditions.
- 11.0 For any clarification on the tender document, the bidder may seek the same in writing or through e-mail, as per specified format, within the scheduled date for seeking clarification, from the office of the undersigned. BHEL shall not be responsible for receipt of queries after due date of seeking clarification due to postal delay or any other delays. Any clarification / query received after last date for seeking clarification may not be normally entertained by BHEL and no time extension will be given.
- 12.0 **Not used for this tender.**
- 13.0 In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer; else, BHEL's interpretation shall prevail.
- 14.0 Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0 Integrity Pact: Not used for this tender**
- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.

- 18.0 Validity of the offer shall be for **three months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0 BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on www.bhel.com on “**supplier registration page**”.) 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 for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.
- 20.0 On submission of offer, further consideration will be subject to compliance to tender & qualifying requirement and customer's acceptance, as applicable.
- 21.0 **Not used for this tender.**
- 22.0 The bidders shall not enter into any undisclosed M.O.U. or any understanding amongst themselves with respect to tender.
- 23.0 **Consortium Bidding is not applicable for this Tender.**
- 24.0 The bidder shall submit documents in support of possession of ‘Qualifying Requirements’ duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.
- 25.0 The bidder may have to produce original document for verification if so decided by BHEL.
- 26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.
- 27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ is available on www.bhel.com on “**supplier registration page**”.
- 28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of banned/ hold firms is available on BHEL website <http://www.bhel.com>.
- 28.1 Integrity commitment, performance of the contract and punitive action thereof:
- 28.1.1 **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.
- 28.1.2 **Commitment by Bidder/ Supplier/ Contractor:**
- (i) 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.
- (ii) 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.
- (iii) 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 mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices 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 extent guidelines of the company available on www.bhel.com and / or under applicable legal provisions.
- 29.0 **Micro and Small Enterprises (MSE): – Not Applicable**

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website <http://www.bhel.com> and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

31.0 PREFERENCE TO MAKE IN INDIA:

For this procurement, the local content to categorize a supplier as a Class I local supplier/ Class II local Supplier/Non-Local Supplier and purchase preferences to Class I local supplier, is as defined I Public Procurement (Preference to Make in India), Order 2017 dated 04.06.2020 issued by DPIIT. In case of subsequent orders issued by the nodal ministry, changing the definition of local content for the items of the NIT, the same shall be applicable even if issued after issue of this NIT, but before opening of Part-II bids against this NIT.

31.1 Compliance to Restrictions under Rule 144 (xi) of GFR 2017

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Clause means: -
 - a. An entity incorporated established or registered in such a country; or
 - b. A subsidiary of an entity incorporated established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (III) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder's agreements or voting agreements.
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person has ownership of or entitlement to more than fifteen percent of the property or capital or profits of the such association or body of individuals.
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Note:

- (i) The bidder shall provide undertaking for their compliance to this Clause, in the Format provided in Annexure-11.
- (ii) Registration of the bidder with Competent Authority should be valid at the time of submission as well as acceptance of the bids.

32.0 Bid should be free from correction, overwriting, using corrective fluid, etc. Any interlineation, cutting, erasure or overwriting shall be valid only if they are attested under full signature(s) of person(s) signing the bid else bid shall be liable for rejection.

All overwriting/cutting, etc. will be numbered by bid opening officials and announced during bid opening. **(Clause applicable in case of Paper Bid only.)**

33.0 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 and binding.

34.0 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.

35.0 **Mode of Award:**

35.1 Evaluation shall be done on overall L1 basis and the contract shall be awarded to the lowest bidder (L1).

35.2 Based on the framework agreement, separate work order shall be issued for single line item or Multiple line items as and when requirement arises.

35.3 Vendor shall complete the work stipulated in the work order within 10 days from the date of work order.

35.4 Tender quantity may increase / decrease during the rate contract period. BHEL does not guarantee any minimum quantity against each line item/overall

36.0 **Order of Precedence:**

In the event of any ambiguity or conflict between the Tender Documents, the order of precedence shall be in the order below:

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC)—Volume-1A
- e. Special Conditions of Contract (SCC) —Volume-1B
- f. General Conditions of Contract (GCC) —Volume-1C
- g. Forms and Procedures —Volume-1D

It may please be noted that guidelines/ circulars/ amendments/ govt. directives issued from time to time shall also be applicable.

Enclosure:

- (i) Annexure-1: Pre Qualifying Requirements.
- (ii) Annexure-2: Check List.
- ~~(iii) Annexure-3: Certificate by Chartered Accountant~~
- (iv) Annexure-4: Reverse Auction Process Compliance Form
- (v) Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
- (vi) Annexure-6: RA Price Confirmation and Breakup
- ~~(vii) Annexure-7: Integrity Pact~~
- (viii) Annexure-8: Undertaking as per C4 of Annexure-1 i.e. PQR
- (ix) Annexure-9: Declaration regarding Details of related firms and their area of activities
- (x) Annexure-10: Declaration regarding Minimum Local Content in Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s)
- (xi) Annexure-11: Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- (xii) Other Tender documents as per this NIT.

PRE QUALIFYING REQUIREMENTS (PQR)

JOB	Rate Contract of Construction power network modification works at 5X800 MW YTPS
TENDER NO	YTPS: SCT: 202207-115

SL NO	PRE QUALIFICATION CRITERIA	Bidders claim in respect of fulfilling the PQR Criteria	
		Name and Description of qualifying criteria	Page no of supporting document. Bidder must fill up this column as per applicability
A	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium/Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	Not Applicable	
B	<u>Technical</u> B.1 (i): Bidder should have successfully completed works like Erection, testing & commissioning of 11 kV overhead line/underground 11kV cable in any power plant or industrial units or electricity boards in last seven years. And (ii): Bidder should have successfully completed Erection, testing & commissioning of Distribution Transformers (11Kv/440V) in any power plant or industrial units or electricity boards in last seven years. And (iii): Bidder should have successfully completed, Erection, testing & commissioning of High Mast in any power plant or industrial units or electricity boards in last seven years (Note: Bidder shall submit the experience certificate for execution of works under B.1(I), B.1(II) & B(III)) B.4: The bidder should have a valid 11kV electrical contractor license issued by Telangana state govt.	Applicable	

C-1	<u>Financial</u> <u>TURNOVER</u> Bidder must have achieved an average annual financial turnover (Audited) of Rs. 9,95,777/- (Rs.Nine lakhs Ninety five thousands and seven hundred and seventy seven only) or more over three consecutive FY from immediate four previous FYs shall be reckoned. (FY to be considered shall be FY 2017-18, 2018-19 & 2019-20 or 2018-19, 2019-20 & 2020-21)	Not Applicable	
C-2	NETWORTH (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	Applicable	
C-3	PROFIT Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished for 'C-1' above.	Applicable	
C-4	Bidder must not be under Insolvency Resolution Process or Liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render him ineligible for participation in this tender, and shall submit undertaking (Annexure-8) to this effect.	Applicable	
D	Assessment of Capacity of Bidder to execute the work as per sl. no. 9 of NIT (if applicable)	Not Applicable	By BHEL
E	Approval of Customer (if applicable) Note: Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval.	Not Applicable	BY BHEL
F	Price Bid Opening Note: Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E	Applicable	BY BHEL
G	Consortium criteria (if applicable)	Not Applicable	

BIDDER SHALL SUBMIT ABOVE PRE-QUALIFICATION CRITERIA FORMAT, DULY FILLED-IN, SPECIFYING RESPECTIVE ANNEXURE NUMBER AGAINST EACH CRITERIA AND FURNISH RELEVANT DOCUMENT INCLUSIVE OF WORK ORDER AND WORK COMPLETION CERTIFICATE ETC IN THE RESPECTIVE ANNEXURES IN THEIR OFFER.

Credentials submitted by the bidder against "PRE QUALIFYING CRITERIAS" shall be verified for its authenticity. In case, any credential (s) is/are found unauthentic, offer of the bidder is liable to the rejection. BHEL reserves the right to initiate any further action as per extant guidelines for Suspension of Business Dealings.

CHECK LIST**NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

1	Name and Address of the Tenderer		
2	Details about type of the Firm/Company		
3.a	Details of Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
3.b	Details of alternate Contact person for this Tender	Name: Mr/Ms Designation: Telephone No: Mobile No: Email ID: Fax No:	
4	EMD DETAILS	DD No: Date: Bank: Amount: Please tick (✓) whichever applicable:- ONE TIME EMD / ONLY FOR THIS TENDER	
5	Validity of Offer	TO BE VALID FOR THREE MONTHS FROM DUE DATE	
		APPLICABILITY (BY BHEL)	ENCLOSED BY BIDDER
6	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE-1 of NIT) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
7	Audited profit and Loss Account for the last three years	Applicable	YES / NO
8	Copy of PAN Card	Applicable	YES / NO
9	Whether all pages of the Tender documents including annexures, appendices etc. are read understood and signed	Applicable	YES / NO
10	Integrity Pact (as per ANNEXURE-7 of NIT)	Not Applicable	YES / NO
11	Offer Forwarding Letter (as per Form No: F-01 of Forms & Procedures)	Applicable	YES / NO
12	Declaration by Authorized Signatory (as per Form No: F-02 of Forms & Procedures)	Applicable	YES / NO
13	No Deviation Certificate (as per Form No: F-03 of Forms & Procedures)	Applicable	YES / NO
14	Declaration confirming knowledge about Site Conditions (as per Form No: F-04 of Forms & Procedures)	Applicable	YES / NO
15	Declaration for relation in BHEL (as per Form No: F-05 of Forms & Procedures)	Applicable	YES / NO
16	Non-Disclosure Certificate (as per Form No: F-06 of Forms & Procedures)	Applicable	YES / NO

17	Bank Account Details for E-Payment (as per Form No: F-07 of Forms & Procedures)	Applicable	YES / NO
18	Capacity Evaluation of Bidder for current Tender (as per Form No: F-09 of Forms & Procedures)	Applicable	YES / NO
19	Tie Ups/Consortium Agreement are submitted as per format	Not Applicable	YES / NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement (as per Form No: F-25 of Forms & Procedures)	Applicable	YES / NO
21	Analysis of Unit rates	Not Applicable	YES / NO
22	Undertaking as per clause C4 of Annexure-1 to NIT i.e. PQR (as per Annexure-8 to NIT)	Applicable	YES / NO
23	Declaration regarding Minimum Local Content In Line With Revised Public Procurement (Preference To Make In India), Order 2017 Dated 04th June, 2020) And Subsequent Order(s) (as per Annexure-10 to NIT)	Applicable	YES / NO
24	Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017 (as per Annexure-11 to NIT)	Applicable	YES / NO

NOTE:

1. STRIKE OFF 'YES' OR 'NO', AS APPLICABLE.
2. For Sl. No.11 to 20 above, the formats are available in "Volume ID of Volume I Book-II – Forms and Procedures" of this tender specification.
3. TENDER NOT ACCOMPANIED BY THE PRESCRIBED ABOVE APPLICABLE DOCUMENTS ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)

Reverse Auction Process Compliance Form

(The bidders are required to print this on their company's letterhead and sign, stamp before RA)

To

- M/s. {Service provider
- Postal address}

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{.....} dt. {.....}

This letter is to confirm that:

- 1) The undersigned is authorized official/ representative of the company to participate in RA and to sign the related documents.
- 2) We have studied the Reverse Auction guidelines (as available on www.bhel.com), and the Business rules governing the Reverse Auction as mentioned in your letter and confirm our agreement to them.
- 3) We also confirm that we have taken the training on the auction tool and have understood the functionality of the same thoroughly.
- 4) We also confirm that, in case we become L1 bidder, we will FAX/ email the price confirmation & break up of our quoted price as per Annexure - 6 within **two** working days (of BHEL) after completion of RA event, besides sending the same by registered post/ courier both to M/s. BHEL and M/s. {Service provider.}

We, hereby confirm that we will honor the Bids placed by us during the auction process.

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

Sign this document and FAX/ email it to M/s {Service provider} at {.....} prior to start of the Event.

Authorization of representative who will participate in the on line Reverse Auction Process:

1	NAME OF THE BIDDER	
2	NAME & DESIGNATION OF OFFICIAL	
3	POSTAL ADDRESS (COMPLETE)	
4	TELEPHONE NOS. (LAND LINE & MOBILE BOTH)	
5	E-MAIL ADDRESS	
6	NAME OF PLACE/ STATE/ COUNTRY, WHEREFROM S/HE WILL PARTICIPATE IN THE REVERSE AUCTION	

RA price confirmation and breakup
(To be submitted by L1 bidder after completion of RA)

To

- M/s. Service provider
- Postal address

CC: M/s BHEL

{Unit-
Address-}

Sub: **Final price quoted during Reverse Auction and price breakup**

Dear Sir,

We confirm that we have quoted.

Rs.{____ in value & in words _____} for item(s) covered under tender enquiry No. {...} dt.{...}

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST, E.D., C.S.T., freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}

as our final landed prices as quoted during the Reverse Auction conducted today {date} which will be valid for a period of {____ in nos. & in words ____} days.

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For _____

Name:

Company:

Date:

Seal:

UNDERTAKING

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No:

I/We,

declare that, I/We am/are not under insolvency resolution process or liquidation or Bankruptcy Code Proceedings (IBC) as on date, by NCLT or any adjudicating authority/authorities, which will render us ineligible for participation in this tender.

**Sign. of the AUTHORISED SIGNATORY
(With Name, Designation and Company seal)**

Place:

Date:

DECLARATION

Date: _____

To: _____
Address: BHEL, _____

email: _____

Sub: **Details of related firms and their area of activities**

Dear Sir/ Madam,

Please find below details of firms owned by our family members that are doing business/ registered for same item with BHEL, _____ (NA, if not applicable)

1	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
2	Material Category/ Work Description	
	Name of Firm	
	Address of Firm	
	Nature of Business	
	Name of Family Member	
	Relationship	
...		

Note: I certify that the above information is true and I agree for penal action from BHEL in case any of the above information furnished is found to be false.

Regards,

(_____)

From: M/s _____
Supplier Code: _____
Address: _____

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017
DATED 04TH JUNE, 2020) AND SUBSEQUENT ORDER(S)**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04th June, 2020 and subsequent Orders)

Ref : 1) NIT/Tender Specification No:,
2) All other pertinent issues till date

We hereby certify that the items/works/services offered by **(SPECIFY ORGANIZATION NAME HERE)** has a local content of _____ % and this meets the local content requirement for 'Class-I local supplier' / 'Class II local supplier' ** as defined in Public Procurement (Preference to Make in India), Order 2017-Revision dated 04.06.2020 issued by DPIIT and subsequent order(s).

The details of the location(s) at which the local value addition is made are as follows:

- | | |
|----------|----------|
| 1. _____ | 2. _____ |
| 3. _____ | 4. _____ |
| ... | |
| ... | |

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

**** - Strike out whichever is not applicable.**

Note:

1. Bidders to note that above format Duly filled & signed by authorized signatory, shall be submitted along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the authorized signatory for this declaration shall necessarily be the statutory auditor or cost auditor of the company (in the case of companies) or a practising cost accountant or practicing chartered accountant (in respect of suppliers other than companies).
3. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

**DECLARATION REGARDING COMPLIANCE TO
RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

(To be typed and submitted in the Letter Head of the Entity/Firm providing certificate as applicable)

To,
(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration regarding compliance to Restrictions under Rule 144 (xi) of GFR 2017

Ref : 1) NIT/Tender Specification No:
2) All other pertinent issues till date

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries. I certify that _____ (**specify the name of the organization here**), is not from such a country / has been registered with the Competent Authority (attach valid registration by the Competent Authority, i.e., the Registration Committee constituted by the Dept. for Promotion of Industry and Internal Trade (DPIIT)); and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. (attach relevant valid registration, if applicable)

I hereby certify that we fulfil all requirements in this regard and is eligible to be considered.

Thanking you,
Yours faithfully,

**(Signature, Date & Seal of
Authorized Signatory of the Bidder)**

Note:

1. Bidders to note that if the above certification given by a bidder, whose bid is accepted, is found to be false, then this would be a ground for immediate termination and further action in accordance with law and as per BHEL guidelines.

OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER

(To be typed and submitted in the Letter Head of the Company / Firm of Bidder)

Offer Reference No:.....

Date:.....

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Submission of Offer against Tender Specification No:

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Power Sector - Southern Region Yadadri, in accordance with the terms and conditions thereof.

I/We have carefully perused the following listed documents connected with the above work and agree to abide by the same.

1. Amendments/Clarifications/Corrigenda/Errata/etc. issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract

Should our Offer be accepted by BHEL for Award, I/we further agree to furnish 'Security Deposit' for the work as provided for in the Tender Conditions within the stipulated time as may be indicated by BHEL.

I / We further agree to execute all the works referred to in the said Tender documents upon the terms and conditions contained or referred to therein and as detailed in the appendices annexed thereto.

I/We have deposited/depositing herewith the requisite Earnest Money Deposit (EMD) as per details furnished.

Authorized Representative of Bidder

Signature:

Name:

Address:

Place:

Date:

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration by Authorized Signatory**

Ref: 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I/We, hereby certify that all the information and data furnished by me with regard to the above Tender Specification are true and complete to the best of my knowledge. I have gone through the specifications, conditions, stipulations and all other pertinent issues till date, and agree to comply with the requirements and Intent of the specification.

I further certify that I am authorized to represent on behalf of my Company/Firm for the above mentioned tender and a valid Power of Attorney to this effect is also enclosed.

Yours faithfully,

(Signature, Date & Seal of Authorized Signatory of the Bidder)

Date:

Enclosed : Power of Attorney

NO DEVIATION CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub : No Deviation Certificate

Ref :

1) NIT/Tender Specification No:,

2) All other pertinent issues till date

We hereby confirm that we have not changed/ modified/materially altered any of the tender documents as downloaded from the website/ issued by BHEL and in case of such observance at any stage, it shall be treated as null and void.

We also hereby confirm that we have neither set any Terms and Conditions and nor have we taken any deviation from the Tender conditions together with other references applicable for the above referred NIT/Tender Specification.

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions.

We confirm to have submitted offer in accordance with tender instructions and as per aforesaid references.

Thanking you,

Yours faithfully,

(Signature, date & seal of authorized representative of the bidder)

DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS
(To be typed and submitted in the Letter Head of the Company / Firm of Bidder)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: **Declaration confirming knowledge about Site conditions**

Ref: 1) NIT/Tender Specification No:,

2) All other pertinent issues till date

I / We, _____ hereby declare and confirm that we have visited the Project Site as referred in BHEL Tender Specifications and acquired full knowledge and information about the Site conditions including Wage structure, Industrial Climate, the Law & Order and other conditions prevalent at and around the Site. We further confirm that the above information is true and correct and we shall not raise any claim of any nature due to lack of knowledge of Site conditions.

I / We, hereby offer to carry out work as detailed in above mentioned Tender Specification, in accordance with Terms & Conditions thereof.

Yours faithfully,

(Signature, Date & Seal of Authorized Representative of the Bidder)

Date:

Place:

DECLARATION FOR RELATION IN BHEL

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder failing which the offer of Bidder is liable to be summarily rejected)

To,

(Write Name & Address of Officer of BHEL inviting the Tender)

Dear Sir,

Sub: Declaration for relation in BHEL

Ref: 1) NIT/Tender Specification No:,

I / We hereby submit the following information pertaining to relation/relatives of Proprieter/ Partner(s)/ Director(s) employed in BHEL

Tick (√) any one as applicable:

1. The Proprieter, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL

OR

2. The Proprieter, Partner(s), or Director(s) of our Company / Firm HAVE relation / relatives employed in BHEL and their particulars are as below:

- (i)
- (ii)

Signature of the Authorised Signatory

Note:

- 1. Attach separate sheet, if necessary.
- 2. If BHEL Management comes to know at a later date that the information furnished by the Bidder is false, BHEL reserves the right to take suitable against the Bidder / Contractor.

NON DISCLOSURE CERTIFICATE

(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

I / We understand that BHEL PSSR is committed to Information Security Management System as per their Information Security Policy.

Hence, I / We M/s..... who are submitting offer for providing services to BHEL PSSR against Tender Specification No:_____, hereby undertake to comply with the following in line with Information Security Policy of BHEL PSSR, Chennai-35.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL PSSR.

(Signature, date & seal of Authorized Signatory of the bidder)

Date:

MANDATE FORM
ELECTRONIC CLEARING SERVICE (CREDIT CLEARING)/ REAL TIME GROSS SETTLEMENT (RTGS) FACILITY FOR RECEIVING PAYMENTS

A. DETAILS OF BANK ACCOUNT HOLDER:-

NAME OF THE ACCOUNT HOLDER	
COMPLETE CONTACT ADDRESS	
TELEPHONE NUMBER/FAX/MAIL	

B. BANK ACCOUNT DETAILS

BANK NAME	
BRANCH NAME WITH COMPLETE ADDRESS, TELEPHONE NUMBER AND EMAIL	
WHETHER THE BANK IS COMPUTERISED?	
WHETHER THE BANK IS RTGS ENABLED? IF YES, THEN WHAT IS THE BRANCH'S IFSC CODE	
IS THE BRANCH IS ALSO NEFT ENABLED?	
TYPE OF BANK ACCOUNT (SB/CURRENT/CASH CREDIT)	
COMPLETE BANK ACCOUNT NUMBER (LATEST)	
MICR CODE OF BANK	

DATE OF EFFECT:-

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect I would not hold the user Institution responsible. I have read the option invitation letter and agree to discharge responsibility expected of me as a participant under the scheme.

Date: _____ ()

Signature of Customer

Certified that the particulars furnished above are correct as per our records.
(Bank's Stamp)

()

Date

Signature of Bank Manager

Please attach a photocopy of cheque along with the verification obtained from the bank.

In case your Bank is presently not "RTGS Enabled", then upon its up gradation to "RTGS Enabled" branch, please submit the information again in the above proforma to the Department at earliest.

POWER OF ATTORNEY for SUBMISSION OF TENDER / SIGNING CONTRACT AGREEMENT

(To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarized)

KNOW ALL MEN BY THESE PRESENTS, that I / We do hereby make, nominate, constitute and appoint Mr., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Power Sector Southern Region, No 11, TEK Towers, Okkiyam Thorapakkam, OldMahabalipuram Road, Chennai-97 in connection with.....

..... vide Tender Specification No: _____, dated _____.

And the Company do hereby agree to ratify and confirm all acts, deeds, things or proceedings as may be lawfully done by the said attorney and by or on behalf of the company and in the name of the company, by virtue of the powers conferred herein and the same shall be binding on the company and shall have full force and effect.

IN WITNESS WHEREOF the common seal of the company has been hereunto affixed in the manner hereinafter appearing on the document.

Dated at _____, this _____ day of _____

Director / CMD / Partner / Proprietor

Signature of Mr..... (Attorney)

Attested by: Director/CMD/Partner/Proprietor

Witness:

Notary Public

2022

TECHNICAL CONDITIONS OF CONTRACT

Bharat Heavy Electricals
Limited



TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202207-118

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8	Rate Schedule	Chapter-VIII
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10	Taxes and Duties	Chapter-X

TECHNICAL CONDITIONS OF CONTRACT (TCC)

TECHNICAL CONDITIONS OF CONTRACT

VOLUME - IA PART – I CHAPTER – I

1.1 PROJECT INFORMATION

1	Name of the Project	YADADRI Thermal Power Station
2	Station Capacity	5X800 MW (Coal based)
3	Owner	Telangana State Power Generation Corporation Limited (TSGENCO)
4	Site Location	Site is located 7 km from the NH565 (SH2). Veerlapalem village, Dameracherla Mandal, NALGONDA DISTRICT, TELANGANA STATE
5	Latitude	16° 42'20.40 N
6	Longitude	79° 34'41.56 E
7	Nearest Town	30 Km Miryalaguda
8	Nearest Railway Station	6.5 Km Damercherla
9	Nearest Airport	130 Kms (Vijayawada)
10	Site Conditions	
	Ambient Temperature	
	Daily minimum (average)	10°C
	Daily maximum (average)	47°C
	Design Ambient Temperature	50°C
	Ambient temperature (performance)	38°C
	Relative Humidity for design / efficiency	48-84 %
	Annual rainfall, mm	600 mm
	Plant Elevation above MSL	85 m above MSL
	Mean Wind Speed	8 km/h
	Wind Pressure	As per the latest revision of IS 875/1987
	Seismic co-efficient	Zone-II as per IS- 1893 (Part-IV)

TECHNICAL CONDITIONS OF CONTRACT (TCC)

Tender Specification No. - YTPS: SCT: 202207-118

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VOLUME-IA PART-I CHAPTER – II

1.2 SCOPE OF WORKS

Sl.No	Item Description	UNIT	Qty
	A) Dismantling of existing 11KV OH line		
	Dismantling of 3 phase over head lines comprising of aluminium over head conductor cross arms, insulators etc. as required.		
a	Cross arms- 40 nos	Nos	40
b	Disc Insulators-36 nos	Nos	36
c	Pin insulators-84 nos	Nos	84
d	ACSR raccoon conductor- 7.2 KM (2.4 Km of 3ph line)	KMs	7.2
e	Dismantling of PSCC poles embedded in cement concrete foundation as required.	Nos	40
	B) Erection of 11KV OH line	UNIT	Qty
a	Erection of 9.1 M long pre-stressed cement concrete poles (PSCC).The erection includes excavation of earth of size 0.8x0.8x1.5M depth grouting with concrete of ratio 1:4:8 for size of 0.8x0.8x1.5M depth including supply of cement, sand, metal etc for the foundation and Copping of poles by 1 feet high	Nos	40
b	Erection of 11KV G.I stay sets(7/3.15mm) with guy, bow, stay rod, wire etc.	Nos	12
c	Erection of 11KV V Cross arms/Straight Arm with suitable back clamps including Alu. Painting as per IE specification	Nos	40
d	Erection of 11KV top fittings (I Clamp) with suitable back clamps including Alu. Painting as per IE specification.	Nos	40
e	Erection of 11KV disc insulator with fixing & conductor and holding clamp as per ISS 3188/1965 & IEC 309/1969/Latest.(3nos per set)	sets	12
f	Erection of 11KV pin insulator with pins as per ISS 2544/1963 AMD 125&IEC 168/1969 Latest.(3nos per set)	sets	28
g	Stringing of 7/4.09 ACSR Raccoon conductors as per IS 398/1961. (To meet 3 lines of 2.4KM).	KMs	7.2
	C) Dismantling & erection of of 500KVA Skid mounted sub station (11kv/415V)	UNIT	Qty
a	Dismantling, shifting, erection, alignment and earthing of 500kVA Skid Mounted sub station	SET	5
b	Supply and Erection of 3M long 50mm dia 3.6 mm thick medium class GI funnel type earth electrode with filling of bentonite earthing powder, charcoal, salt as per standard, four side brick work chamber with cement plastering ,white washing and removable type RCC/ cast iron cover plate. scope includes supply of electrode pipe, required bentonite earthing powder, charcoal, salt, cement , brick, sand, RCC/cast iron cover plate. -6 Nos		
c	Erection of 50 x 6 mm GI earth flat for SMSS body earthing & neutral earthing		
d	Dismantling & Erection of G.I lighting poles (6m long)-02nos and installation of lights-02nos and associated connections		
e	Dismantling & Erection of G.I poles (6m long) and installation of vertical air terminal rods-02nos for lightning protection		
f	Erection of 25 x 5 mm GI earth flat for earthing of vertical air terminal rods for lightning protection		
g	Removal of underground HT cable shifting, laying & termination of HT power cable(30 mtr) to SMSS		
	D) Dismantling & erection of 30mtr High mast light	UNIT	Qty
a	Dismantling of existing 30 Mtrs high mast light and re-erection in new identified area	Nos	2
	E) Dismantling & erection of 20.mtr High mast light	UNIT	Qty
a	Dismantling of existing 20 Mtrs high mast light and re-erection in new identified area	Nos	2

TECHNICAL CONDITIONS OF CONTRACT (TCC)

VOLUME IA PART – I CHAPTER – III 1.3 FACILITIES IN THE SCOPE OF CONTRACTOR / BHEL

1.3.1. MATERIALS / CONSUMABLES TO BE ARRANGED BY THE CONTRACTOR FOR ERECTION AND COMMISSIONING AS PART OF THE SCOPE WITHIN THE QUOTED RATE / PRICE

- i) All types of welding electrodes, filler wires, Gases
- ii) Provision for Temporary Scaffoldings.
- iii) Insulation tape(HT/LT).
- iv) Paints required for primer & final coating and for protective coating.
- v) Solder wire (Lead) -(60/40)
- vi) Protocol / Calibration report sheets as per BHEL Format.
- vii) Panel/ JB sealing compound material (for cable entry from bottom / top of Panel).
- viii) Materials required for cable dressing (GI / aluminum flats, PVC cable ties etc.,).
- ix) PVC wire marker sleeves and Tag plates
- x) Lugs of all size.
- xi) Anchor fasteners for fixing of frames, GI pipes & LDBs / JBs.
- xii) Required Nickel/ GI fasteners for 33KV and 11KV over system Work

1.3.2 HT Electrical License

Contractor should possess valid "HT Electrical Contractor License" issued by TELANGANA STATE Electricity authorities for executing 33KV, 11KV electrical works before start of work. Copy of the certificate shall be furnished to BHEL site engineer.

VOLUME-IA PART-I CHAPTER – IV

1.4 T&Ps and MMEs TO BE DEPLOYED BY CONTRACTOR

- 1.4.1 The following minimum major (T&P) shall be deployed by the contractor for execution of this contract with in the quoted rate:
- 1.4.2 For loading and transportation, all necessary T&P such as Trailers, Cranes, Winches, welding generators, slings, jacks, sleepers, rails etc., are to be arranged by the contractor.
- 1.4.3 The contractor at his cost shall arrange all cranes and truck / tractor, trailers required for material handling purpose and also cranes required for erection.
- 1.4.4 All the tools & plants required for this scope of work are to be arranged by the contractor within the quoted rates. Necessary accessories for the tools & plants shall also be provided by the contractor

1.4.5 EQUIPMENT FOR TESTING & COMMISSIONING:

- 1.4.6 The following testing equipment / T&P shall be made available at site by contractor in sufficient number to carry out the job simultaneously in more than one area.

- 1) 5KV Digital insulation tester (Megger)
- 2) Digital Multimeter
- 3) Digital Clip on Tong tester
- 4) Phase sequence meter
- 5) Earth resistance tester
- 6) Digital frequency meter
- 7) Torque wrench
- 8) Air Blower
- 9) Vacuum cleaner
- 10) Transformer oil BDV test Kit
- 11) Micro ohm meter if required
- 12) Oil filtration machine if required
- 13) Contact resistance measurement kit if required

1.4.7 Notes for this chapter:

- 1.4.8 List of T & Ps and testing equipments are for illustrative purpose only. Any other T & Ps and testing equipments required for successful completion of the scope of the contract shall also be arranged by the contractor within the quoted rate.
- 1.4.9 The above instruments / equipment will be sent for testing and calibration wherever from time to time and maintained by contractor as required by BHEL.
- 1.4.10 All testing instruments shall have calibration certificate issued by recognized/ accredited agencies.
- 1.4.11 List of such agencies and periodicity of calibration required for different instruments will be furnished by BHEL at site.
- 1.4.12 Contractor shall maintain calibration records as per the BHEL format and produce them whenever called for by BHEL Engineers.
- 1.4.13 Contractors shall arrange experienced/qualified persons for using these calibration instruments at laboratory and also at work spot.
- 1.4.14 Wherever frequent calibration is required, contractor shall arrange adequate number of instruments such that the work does not suffer for want of test instruments.
- 1.4.15 PROTECTION / HANDLING OF TOOLS AND PLANT ARRANGED BY THE CONTRACTOR
- 1.4.16 Equipment, vehicles, tools and plants and materials brought to site by the contractor from his resources shall have distinctive identification marks and the contractor shall intimate the description and quantity to BHEL in writing.
- 1.4.17 All construction materials brought by the contractor shall have prior approval regarding quality and quantity by BHEL. The contractor shall also provide without extra cost necessary enclosures containers

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and protective materials for proper storage of materials inside, whenever so instructed by the purchaser without any extra cost.

1.4.18 No material or equipment or tools etc. shall be taken out of the work-site without the written consent of BHEL.

1.4.19 BHEL shall not be responsible for the safety and protection of the materials of the contractor and the contractor shall make his arrangements for proper watch and ward for his materials.

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VOLUME-IA PART-I CHAPTER - V

1.5 T&Ps AND MMEs TO BE DEPLOYED BY BHEL ON SHARING BASIS

1.5.1 No Tools & Plants (T & Ps), MMEs shall be supplied by BHEL

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VOLUME-IA PART-I CHAPTER - VI 1.6 CONTRACT PERIOD

1.6 CONTRACT PERIOD

Rate Contract is valid for a period of 12 months from the date of contract finalization.

However, BHEL reserves the right to extend the rate contract for another 12 months with the same terms and conditions with mutual consent of BHEL and vendor

- 1.6.1 The rates shall be FIRM and not subject to any variation/ escalation on any account during the validity of this Contract period. No-Price-Variation/No-Price-Increase shall be entertained for any reason during the tenure of the contract.
- 1.6.2 Quotation should be kept valid for 90 days from the date of price bid opening for finalization of rate contract.
- 1.6.3 The quoted rates will be valid for ordering for one year from the date of finalization of the rate contract.

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VOLUME-IA PART-I CHAPTER - IX

1.7 TERMS OF PAYMENT

1.7. Terms of payment:

1.7.1. PVC, ORC, Secured Advance & Advance for Mobilization are not applicable for this tender.

1.7.2. 100% of the quoted/ accepted price shall be released within 30 days on submission of invoices duly certified by Engineer-in-Charge on completion of the work against each work order.

1.7.3 The payments for works under the scope of this contract shall be as per clause no 2.6 of Volume-IC, General Conditions of Contract.

1.7.4 The bills and relevant documents shall be submitted at the following address for payment.

General Manager/Yadadri
Bharat Heavy Electricals Limited
5x800 MW Yadadri TPS Project Site
Power Sector-Southern Region
Village - Veerlapalem, Mandal - Damarcherla,
District - Nalgonda
Telangana- 508 355
GST Number: 36AAACB4146P1ZG

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VOLUME-IA PART-I CHAPTER - X

1.8 TAXES AND OTHER DUTIES

1.8. TAXES

1.8.1. Goods and service Tax (GST) & Cess

- 1.8.1.1. The successful bidder shall furnish proof of GST registration with GSTN Portal in the State in which the Project is being executed, covering the services under this contract. Registration should also bear endorsement for the premises from where the billing shall be done by the successful bidder on BHEL for this project/ work.
- 1.8.1.2. Contractor's price/rates shall be exclusive of GST & Cess (if applicable) (herein after termed as GST). Contractor shall submit to BHEL the GST compliant tax invoice/debit note/revised tax invoice on the basis of which BHEL will claim the input tax credit in its return. Since this is a works contract, the applicable rate shall be @ 18% GST, as applicable presently.
- 1.8.1.3. Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules wherein the 'Bill To' details will be as below:

BHEL GSTN	- 36AAACB4146P1ZG
NAME	– BHEL SITE OFFICE
ADDRESS	BHEL SITE OFFICE, YADADRI THERMAL POWER STATION(5X800 MW), VEERLAPALEM VILLAGE DAMARCHERLA MANDAL NALGONDA DISTRICT - 508208

- 1.8.1.4. GST charged in the tax invoice/debit note/revised tax invoice by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return.
- 1.8.1.5. In case BHEL has to incur any liability (like interest / penalty etc.) due to denial/reversal / delay of input tax credit in respect of the invoice submitted by the contractor, for the reasons attributable to the contractor, the same shall be recovered from the contractor.
- 1.8.1.6. Further, In case BHEL is deprived of the Input tax credit due to any reason attributable to contractor, the same shall not be paid or Recovered if already paid to the contractor.
- 1.8.1.7. Tax invoice/debit Note/revised tax invoice shall contain all such particulars as prescribed in GST law and comply to the timelines for issue of the same. Invoices shall be submitted on time to the concerned BHEL Engineer In Charge.
- 1.8.1.8. TDS under GST (if/ as & when applicable) shall be deducted at prevailing rates on gross invoice value from the running bills.
- 1.8.1.9. E-way bills / Transit passes / Road Permits, if required for materials / T&P etc., bought into the project site is to be arranged by the Contractor only.
- 1.8.1.10. BHEL shall not reimburse any amounts towards any interest / penalty etc., incurred by contractor. Any additional claim at a later date due to issues such as wrong rates / wrong classification by contractor shall not be paid by BHEL.

TECHNICAL CONDITIONS OF CONTRACT (TCC)

1.8.2. All taxes and duty other than GST & Cess

1.10.2.1. The contractor shall pay all (except the specific exclusion viz GST & Cess) taxes, fees, license charges, deposits, duties, tools, royalty, commissions, Stamp Duties, or other charges / levies, which may be levied on the input goods & services consumed and output goods & services delivered in course of his operations in executing the contract and the same shall not be reimbursed by BHEL. In case BHEL is forced to pay any of such taxes, BHEL shall have the right to recover the same from his bills or otherwise as deemed fit.

1.8.3. Statutory Variations

1.8.3.1. Statutory variations are applicable under the GST Acts, against production of proof. The changes implemented by the Central / State Government during the tenure of the contract viz. increase / decrease in the rate of taxes, applicability, etc. and its impact on upward revision / downward revision are to be suitably paid/ adjusted from the date of respective variation. The bidder shall give the benefit of downward revision in favour of BHEL. No other variations shall be allowed during the tenure of the contract.

1.8.4. New Taxes/Levies

1.8.4.1. In case Government imposes any new levy / tax after submission of bid during the tenure of the contract, BHEL shall reimburse the same at actual on submission of documentary proof of payment subject to the satisfaction of BHEL that such new levy / tax is applicable to this contract.

1.8.5. Direct Tax

1.8.5.1. BHEL shall not be liable towards Income Tax of whatever nature including variations thereof arising out of this contract as well as tax liability of the bidder and their personnel. Deduction of tax at source at the prevailing rates shall be effected by BHEL before release of payment as a statutory obligation, unless exemption certificate is produced by the bidder. TDS certificate will be issued by BHEL as per the provisions of Income Tax Act.