



## NOTICE INVITING TENDER

### TENDER NO.:

BHEL/CPC/SNG/BOP/24/004

### WORK DESCRIPTION:

PRE-BID TIE-UP/ MOU FOR  
EXECUTION OF BOP PACKAGES ON  
EPC BASIS AT SINGARENI THERMAL  
POWER PROJECT, STAGE-II (1x800  
MW), TELANGANA.

**NOTICE INVITING E-TENDER (NIT)**

**NOTE: BIDDER MAY DOWNLOAD THE TENDER DOCUMENTS FROM BHEL eProcurement portal (<https://eprocurebhel.co.in>)**

To

Dear Sir/Madam

**Sub : NOTICE INVITING E-TENDER FOR PRE-BID TIE UP / MOU**

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	BHEL/CPC/SNG/BOP/24/004, Date 30/03/2024	
ii	BROAD SCOPE OF JOB	PRE-BID TIE-UP/ MOU FOR EXECUTION OF BOP PACKAGES ON EPC BASIS AT SINGARENI THERMAL POWER PROJECT, STAGE-II (1x800 MW), TELANGANA.	
iii	DETAILS OF TENDER DOCUMENT		
a	Volume-IA	Technical Conditions of Contract (TCC)	Applicable
b	Volume-IB	Customer's (M/s SCCL) Tender documents/ Specifications	Applicable
c	Volume-II	Price Schedule (Absolute value).	Applicable
iv	ISSUE OF TENDER DOCUMENTS	<p>Tender documents will be available for downloading from BHEL eProcurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) till due date of submission:</p> <p><b>Start: 01/04/2024, Time: 09:00 Hrs</b> <b>Closes: 22/04/2024, Time: 10:00 Hrs.</b></p> <p>Brief information of the tenders shall also be available at BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) for viewing purpose only.</p>	Applicable

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v	<b>DUE DATE &amp; TIME OF OFFER SUBMISSION</b>	<b>Date: 22/04/2024, Time: 10:00 hrs</b> <b>Place : on <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a></b>	<i>Applicable</i>
vi	<b>OPENING OF TENDER</b>	<b>Date: 22/04/2024, Time: 16:30 hrs</b>  <i>Notes:</i> <i>(1) In case the due date of opening of tender becomes a non-working day, then the due date &amp; time of offer submission and opening of tenders get extended to the next working day.</i> <i>(2) Bidder may witness the opening of tender through e-Procurement portal only.</i>	<i>Applicable</i>
vii	<b>EMD AMOUNT</b>	<b>Rs. 50,00,000/- (Rupees Fifty lakh Only)</b>	<i>Applicable</i>
viii	<b>COST OF TENDER</b>	<i>Free</i>	
ix	<b>LAST DATE FOR SEEKING CLARIFICATION</b>	<b>Date: 12/04/2024</b> <i>Along with soft version also, addressing to undersigned &amp; to others as per contact address given below:</i> 1) Name: Chittaranjan Swain Designation: Sr. Manager Deptt: Sub-Contracting Deptt, CPC Address: BHEL Sadan, 8 <sup>th</sup> Floor, Plot No. 25, Sec 16A, Noida - 201301 Phone (Mobile): 9999316863 Email: <a href="mailto:cs@bhel.in">cs@bhel.in</a>  2) Name: Vinod Jaseja Designation: Addl. General Manager Deptt: Sub-Contracting Deptt, CPC Address: BHEL Sadan, 8 <sup>th</sup> Floor, Plot No. 25, Sec 16A, Noida - 201301 Phone: (Mobile): 9453039786 Email: <a href="mailto:jaseja@bhel.in">jaseja@bhel.in</a>	<i>Applicable</i>
x	<b>SCHEDULE OF PRE BID DISCUSSION (PBD)</b>	<b>Date: 08/04/2024, Time: 1500 hrs.</b>  <b>Place:</b> Bharat Heavy Electricals Limited, Central Procurement Cell, 8th Floor, BHEL Sadan, Plot no. 25, Sector 16A, Noida-201301, Uttar Pradesh  <i>Interested bidders are requested to confirm their participation for Pre Bid Discussion (PBD) meeting either by physical meeting at above mentioned</i>	<i>Applicable</i>

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		<p><i>place or through Video Conferencing (VC).</i></p> <p><b>Link for Pre-Bid Meeting:</b></p> <p><b>Microsoft Teams</b> <a href="#">Need help?</a></p> <p><a href="#">Join the meeting now</a></p> <p>Meeting ID: 413 945 516 529</p> <p>Passcode: yH5fFb</p> <hr/> <p><b>Join on a video conferencing device</b></p> <p>Tenant key: <a href="mailto:teams@bhel.onpexip.com">teams@bhel.onpexip.com</a></p> <p>Video ID: 131 640 716 6</p> <p><a href="#">More info</a></p> <p>For organizers: <a href="#">Meeting options</a>   <a href="#">Reset dial-in PIN</a></p> <p><b>Mobile Link:</b>  <a href="https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_NDRhM2U5ODUtZTgzYy00Nzg2LTNmMmEtMzY5OTJkOWE5NDY3%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%2522b5fad749-aea2-4c55-a02b-fdbd7bcf8a8c%2522%252c%2522Oid%2522%253a%252209c4a16d-30bb-437e-8512-edadfc81053%2522%257d%26anon%3Dtrue&amp;type=meetup-join&amp;deeplinkId=355164e1-7971-47a6-9768-896922b8ee23&amp;directDl=true&amp;msLaunch=true&amp;enableMobilePage=true&amp;suppressPrompt=true">https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%23%2F%2Fmeetup-join%2F19%3Ameeting_NDRhM2U5ODUtZTgzYy00Nzg2LTNmMmEtMzY5OTJkOWE5NDY3%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%2522b5fad749-aea2-4c55-a02b-fdbd7bcf8a8c%2522%252c%2522Oid%2522%253a%252209c4a16d-30bb-437e-8512-edadfc81053%2522%257d%26anon%3Dtrue&amp;type=meetup-join&amp;deeplinkId=355164e1-7971-47a6-9768-896922b8ee23&amp;directDl=true&amp;msLaunch=true&amp;enableMobilePage=true&amp;suppressPrompt=true</a></p>	
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xi	<b>INTEGRITY PACT &amp; DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)</b>	<i>Please refer clause no. 15.</i>	<i>Applicable</i>
xii	<b>TYPES OF CONTRACT</b>	WORKS	
xiii	<b>LATEST UPDATES</b>	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), BHEL eProcurement portal ( <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> ) <b>and not in the newspapers.</b> Bidders to keep themselves updated with all such information.	

**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 digitally using Class III DSC & uploaded in E-Procurement Portal, 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** Instructions for Cost of Tender - Not Applicable.

**4.0** Unless specifically stated otherwise, bidder shall deposit EMD ~~as per clause 1.9 of General Conditions of Contract~~. Proof of remittance of EMD should be uploaded in the E-Procurement Portal 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.

For Electronic Fund Transfer the details are as below:-

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

**b) Bank Particulars (Details of Respectively executing region):**

- |       |                                      |   |
|-------|--------------------------------------|---|
| i).   | Bank Name :-                         | STATE BANK OF INDIA                                     |
| ii).  | Bank Telephone No. (with STD code):- | 033 - 23575666  |
| iii). | Branch Address:-                     | COMMERCIAL BRANCH,<br>SALT LAKE, SECTOR – V,<br>KOLKATA |
| iv).  | Bank Account Number :-               | 11107800029   |
| v).   | IFSC Code of Beneficiary Branch:-    | SBIN0004289   |

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- 5.0 Procedure for Submission of Tenders:** This is an E-tender floated online through our E-Procurement Site (<https://eprocurebhel.co.in>). The bidder should respond by submitting their offer online only in our e-Procurement platform at (<https://eprocurebhel.co.in>). Offers are invited in two-parts only.

### **Documents Comprising the e-Tender**

The tender shall be submitted online ONLY EXCEPT EMD (in physical form) as mentioned below:

#### **a. Techno-commercial Bid (UN priced Tender)**

All Techno-commercial details (e.g. EMD, Documentary evidence in support of Pre Qualifying criteria, applicable forms, etc. should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED.

#### **b. Price Bid:**

- i. Prices are to be quoted in the attached Price Bid format online on e-tender portal.
- ii. The price should be quoted for the accounting unit indicated in the e-tender document.
- iii. 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.
- iv. A person signing (manually or digitally) 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.
- v. 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.

### **DO NOT'S**

Bidders are requested NOT to submit the hard copy of the Bid. In case offer is sent through hard copy/fax/telex/cable/electronically in place of e-tender, the same shall not be considered.

**Also, uploading of the price bid in prequalification bid or technical bid may RESULT IN REJECTION of the tender.**

### **Digital Signing of e-Tender**

Tenders shall be uploaded with all relevant PDF/zip format. The relevant tender documents should be uploaded by an authorized person having Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION digital signature certificate (DSC).

#### **The Requirement:**

1. A PC with Internet connectivity &
2. DSC (Digital Signature Certificate) (**Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION**)

**The contact details of the service provider are given below:**

**For any technical related queries please call at 24 x 7 Help Desk Number**

**0120-4001 002, 0120-4001 005 & 0120-6277 787**

**International bidders are requested to prefix 91 as country code**

**Email Support - Technical - [support-eproc@nic.in](mailto:support-eproc@nic.in)**

**Note: For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority**

The process of utilizing e-procurement necessitates usage of **DSC (Digital Signature Certificate) (Class 3- SHA2- 2048 BIT- SIGNING & ENCRYPTION)** and you are requested to procure the same immediately, if not presently available with you. Please note that only with DSC, you will be able to login the e-procurement secured site and take part in the tendering process.

The Vendors DSC Address List link as given below:

[https://eprocurebhel.co.in/nicgep/app?component=%24DirectLink\\_0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf](https://eprocurebhel.co.in/nicgep/app?component=%24DirectLink_0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf)

Vendors are also requested to go through seller manual available on <https://eprocurebhel.co.in>.

- 6.0** Instructions regarding Hard/Paper Bid - Not Applicable.
- 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 Applicable
- 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 and/or through e-procurement portal, 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.

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- 12.0** BHEL may decide holding of pre-bid discussion [PBD] with all intending bidders as per date indicated in the NIT. The bidder shall ensure participation for the same at the appointed time, date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of 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** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause no. 1, Salient Features of NIT, Sl. no. (xi) above.**

**“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.

Sl. No.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

- (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 as per Clause no. 1, Salient Features of NIT, Sl. No. (ix) above.*

- 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 DEBARMENT.
- 17.0** Instructions regarding Hard Bid/Paper Bid – Not Applicable
- 18.0** Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.
- 19.0** Reverse Auction (RA): Not Applicable
- 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** In case the bidder is an "Indian Agent of Foreign Principals", 'Agency agreement has to be submitted along with Bid, detailing the role of the agent along with the terms of payment for agency commission in INR, along with supporting documents.
- 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 (or Technical Tie up): Not Applicable
- 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](http://www.bhel.com) on "**supplier registration page**" i.e., <<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>>.
- 28.0** The offers of the bidders who are on the debarred list and also the offer of the bidders, who engage the services of the debarred firms, shall be rejected. The list of **debarred firms** is

available on BHEL web site [www.bhel.com](http://www.bhel.com) on “supplier registration page i.e., <<https://www.bhel.com/list-debarred-firms>>.

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](http://www.bhel.com) and / or under applicable legal provisions.

**29.0** Micro and Small Enterprises (MSE): This is a Works Contract. MSE benefit shall not be applicable for the package.

**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 < <https://www.bhel.com/bhel-fraud-prevention-policy-0> > 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 in 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.

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**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 shareholders 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 of bids and at the time of acceptance of the bids.

**32.0** Bid should be free from correction, overwriting, use of 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.

**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** A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they have controlling partner (s) in common;  
or
- b) they receive or have received any direct or indirect subsidy/ financial stake from any of them;  
or
- c) they have the same legal representative/agent for purposes of this bid;  
or

- d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder;
- or
- e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from one bidding manufacturer in more than one bid;
- or
- f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:
- (i). The principal manufacturer directly or through one Indian agent on his behalf, and
  - (ii). Indian/foreign agent on behalf of only one principal;
- or
- g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid;
- or
- h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business."

### **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. Customer's (M/s SCCL) Tender documents/ Specifications —Volume-1B

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

for BHARAT HEAVY ELECTRICALS LTD  
AGM / SCT- CPC

### **Enclosure:**

- i). Annexure-1: Pre Qualifying Requirements.
- ii). Annexure-2: Check List.
- iii). Annexure-3: Integrity Pact
- iv). Annexure-4: Undertaking as per C4 of Annexure-1 i.e. PQR
- v). Annexure-5: Declaration reg. Related Firms & their areas of Activities
- vi). Annexure-6: Declaration reg. minimum local content in line with revised public procurement

- vii). Annexure-7: Declaration Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- viii). Annexure-8: Declaration by Authorized Signatory
- ix). Annexure-9: Power of Attorney for Submission of Tender/ Signing Contract Agreement
- x). Annexure-10: Declaration by Authorized Signatory Regarding Authenticity of Submitted Documents
- xi). Annexure-11: No Deviation Certificate
- xii). Annexure-12: Declaration confirming knowledge about Site Conditions
- xiii). Annexure-13: Declaration for relation in BHEL
- xiv). Annexure-14: Non-Disclosure Certificate
- xv). Annexure-15: Bank Account Details for E-Payment
- xvi). Annexure-16: Form for seeking clarifications
- xvii). Other Tender documents as per this NIT.

**ANNEXURE - 1****PRE QUALIFYING REQUIREMENTS (PQR)**

<b>JOB</b>	PRE-BID TIE-UP/ MOU FOR EXECUTION OF BOP PACKAGES AS PER BID DOCUMENT ON EPC BASIS AT SINGARENI THERMAL POWER PROJECT, STAGE-II (1x800 MW), TELANGANA.	
<b>TENDER NO.</b>	BHEL/CPC/SNG/BOP/24/004, Date: 30/03/2024	
<b>SL. NO.</b>	<b>CRITERIA</b>	
<b>A</b>	SUBMISSION OF INTEGRITY PACT DULY SIGNED	<b>Applicable</b>
<b>B</b>	<p><b><u>TECHNICAL CRITERIA:</u></b></p> <p>THE BIDDER SHOULD HAVE EXECUTED ON ENGINEERING, PROCUREMENT AND CONSTRUCTION (EPC) BASIS, MINIMUM ONE (1) NO. COAL BASED/ LIGNITE BASED POWER PLANT OF AT LEAST 500MW UNIT CAPACITY COMPRISING OF AT LEAST:</p> <p>A) COAL/LIGNITE HANDLING PLANT, B) COOLING TOWER, C) WATER / WASTE WATER TREATMENT PLANT OR DM PLANT,</p> <p>INCLUDING ASSOCIATED CIVIL WORKS, STRUCTURAL AND ELECTRICAL SYSTEMS FOR THE ABOVE EQUIPMENT(S) AND SYSTEMS AS A SINGLE PACKAGE, WHICH IS IN SUCCESSFUL OPERATION FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR PRIOR TO THE DATE OF TECHNO-COMMERCIAL BID OPENING.</p>	<b>Applicable</b>
<b>C</b>	<p><b><u>FINANCIAL CRITERIA:</u></b></p> <p><b>C-1</b> THE BIDDER MUST HAVE ACHIEVED AN AVERAGE ANNUAL FINANCIAL TURNOVER (AUDITED) OF Rs. 600 CRORES OR MORE OVER LAST THREE FINANCIAL YEARS (FY) i.e. (2020-21, 2021-22 &amp; 2022-23). BIDDER SHALL SUBMIT AUDITED ACCOUNTS (BALANCE SHEETS AND PROFIT &amp; LOSS ACCOUNT) IN SUPPORT OF THIS.</p> <p>IN CASE AUDITED FINANCIAL STATEMENTS HAVE NOT BEEN SUBMITTED FOR ALL THE THREE YEARS AS INDICATED ABOVE, THEN THE APPLICABLE AUDITED STATEMENTS SUBMITTED BY THE BIDDERS AGAINST THE REQUISITE THREE YEARS, WILL BE AVERAGED FOR THREE YEARS I.E. TOTAL DIVIDED BY THREE.</p> <p>IF FINANCIAL STATEMENTS ARE NOT REQUIRED TO BE AUDITED STATUTORILY, THEN INSTEAD OF AUDITED FINANCIAL STATEMENTS, FINANCIAL STATEMENTS ARE REQUIRED TO BE CERTIFIED BY CHARTED ACCOUNTANT.</p>	<b>Applicable</b>
<b>C-2</b>	<p>NETWORTH (ONLY IN CASE OF COMPANIES) SHOULD BE POSITIVE.</p> <p><i>NOTE: NET WORTH SHALL BE CALCULATED BASED ON THE LATEST AUDITED ACCOUNTS AS FURNISHED AT 'C-1' ABOVE.</i></p> <p><i>NET WORTH = PAID UP SHARE CAPITAL + RESERVES.</i></p>	<b>Applicable</b>
<b>C-3</b>	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.	<b>Applicable</b>

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	NOTE: PROFIT SHALL BE PBT EARNED DURING ANY ONE YEAR OF LAST THREE FINANCIAL YEARS AS MENTIONED IN C-1 ABOVE.	
<b>C-4</b>	BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION/BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING (ANNEXURE-4) TO THIS EFFECT.	<b>Applicable</b>
<b>D</b>	APPROVAL OF CUSTOMER	<b>Applicable</b>
<b>E</b>	PRICE BID OPENING	<b>BY BHEL</b>
<b>F</b>	CONSORTIUM/ JV BIDDING	<b>Not Applicable</b>
<b>EXPLANATORY NOTES:-</b>		
<b>1.0</b>	THE BIDDER SHALL SOURCE THE EQUIPMENT(S)/ SUB SYSTEM(S) FROM SUCH QUALIFIED VENDORS WHO MEET THE PROVENNESS REQUIREMENTS AS STIPULATED IN TECHNICAL SPECIFICATION OF CUSTOMER CONTRACT (SECTION VI, PART-A SUB-SECTION-I-A) FOR THE RESPECTIVE EQUIPMENT(S)/ SUB SYSTEM(S). ACCEPTANCE OF THE PROPOSED SUPPLIER SHALL BE SUBJECT TO CUSTOMER'S APPROVAL.	
<b>2.0</b>	'EXECUTED' MEANS BIDDER SHOULD HAVE ACHIEVED THE CRITERIA SPECIFIED ABOVE EVEN IF THE CONTRACT HAS NOT BEEN COMPLETED OR CLOSED.	
<b>3.0</b>	AFTER SATISFACTORY FULFILLMENT OF ALL ABOVE CRITERIA, OFFER SHALL BE CONSIDERED FOR FURTHER EVALUATION & PARTICIPATION AS PER NIT & ALL OTHER TERMS OF TENDER, ALONG WITH ACCEPTANCE/ APPROVAL OF BIDDER BY CUSTOMER.	
<b>4.0</b>	BIDDER SHOULD FURNISH INFORMATION REGARDING PROJECTS IN HAND, CURRENT LITIGATION, ORDERS REGARDING EXCLUSION/ EXPULSION OR BLACK LISTING.	
<b>5.0</b>	THE EVALUATION CURRENCY FOR THIS TENDER SHALL BE INR	



**ANNEXURE - 2****CHECK LIST****NOTE: - Tenderers are required to fill in the following details and no column should be left blank**

<b>1</b>	<b>Name of the Tenderer</b>		
<b>2</b>	<b>Address of the Tenderer</b>		
<b>3</b>	<b>Type of the Firm/ Company</b>		
<b>(i)</b>	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.	
<b>(ii)</b>	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be furnished along with the offer..	
<b>(iii)</b>	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.	
<b>4.a</b>	<b>Details of Contact person for this Tender</b>	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:	
<b>4.b</b>	<b>Details of alternate Contact person for this Tender</b>	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:	
<b>5</b>	<b>EMD DETAILS</b>		
<b>6</b>	<b>Validity of Offer</b>	TO BE VALID FOR <b>SIX MONTHS</b> FROM DUE DATE	
	<b>DESCRIPTION</b>	<b>APPLICABILITY (BY BHEL)</b>	<b>ENCLOSED BY BIDDER</b>
<b>7</b>	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood & signed (Digitally signed documents shall be accepted)	Applicable	YES / NO

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<b>8</b>	Whether the format for compliance with <b>PRE QUALIFICATION CRITERIA</b> (ANNEXURE – 1) is understood and filled with proper supporting documents referenced in the specified format	Applicable	YES / NO
<b>9</b>	Audited Balance Sheet and profit & Loss Account for the last three years	Applicable	YES / NO
<b>10</b>	Copy of PAN Card	Applicable	YES / NO
<b>11</b>	Copy of GST registration	Applicable	YES / NO
<b>12</b>	Submission of copy of Registration /Incorporation Certificate, Partnership Deed (Certified by Notary Public) as applicable for firm	Applicable	YES / NO
<b>13</b>	Integrity Pact (Annexure – 3 of NIT)	Applicable	YES / NO
<b>14</b>	Annexures – 4, 5, 6 & 7 of NIT	Applicable	YES / NO
<b>15</b>	Declaration by Authorized Signatory (Annexure – 8 of NIT)	Applicable	YES / NO
<b>16</b>	Declaration by Authorized Signatory regarding Authenticity of submitted documents (Annexure – 10 of NIT)	Applicable	YES / NO
<b>17</b>	No Deviation Certificate (Annexure – 11 of NIT)	Applicable	YES / NO
<b>18</b>	Declaration confirming knowledge about Site Conditions (Annexure – 12 of NIT)	Applicable	YES / NO
<b>19</b>	Declaration for relation in BHEL (Annexure – 13 of NIT)	Applicable	YES / NO
<b>20</b>	Non-Disclosure Certificate (Annexure – 14 of NIT)	Applicable	YES / NO
<b>21</b>	Bank Account Details for E-Payment (Annexure – 15 of NIT)	Applicable	YES / NO
<b>22</b>	Format for seeking clarification (Annexure – 16 of NIT)	Applicable	YES / NO
<b>23</b>	Power of Attorney for Submission of Tender/Signing Contract Agreement (Annexure – 9 of NIT)	Applicable	YES / NO

**NOTE:** STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. 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)**

**ANNEXURE – 3****INTEGRITY PACT****Between**

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

**and**

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

**Preamble**

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

\_\_\_\_\_  
\_\_\_\_\_. 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 Independent External Monitor(s), 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.

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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. He commits himself to observe the following principles during his 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 will 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 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 from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher.

#### **Section 5 - Previous Transgression**

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 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.

#### **Section 6 - Equal treatment of all Bidders/ Contractors / Sub-contractors**

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this 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 Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is 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 Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor 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 Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending 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, the matter should be examined by the full panel of IEMs jointly as far as possible, 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 CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM 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 organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has 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 Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word `Monitor' would include both singular and plural.

## Section 9 - Pact Duration

9.1 This Pact shall be operative from the date IP 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. Issues like warranty / guarantee etc. should be outside the purview of IEMs.

9.2 If any claim is made/ lodged during currency of IP, 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 agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement 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 agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

-----  
For & On behalf of the Principal

(Office Seal)

Place-----

Date-----

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

-----  
For & On behalf of the Bidder/ Contractor

(Office Seal)

Witness:\_\_\_\_\_

(Name & Address) \_\_\_\_\_

\_\_\_\_\_

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**ANNEXURE – 4**

**UNDERTAKING**

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

To,

\_\_\_\_\_  
(Write Name and Designation of Officer of BHEL inviting the Tender);  
**Bharat Heavy Electricals Limited,  
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,  
Plot No. 25, Sector-16A, Noida, U.P.-201301**

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:



**ANNEXURE - 5****DECLARATION**

Date: \_\_\_\_\_

To,

\_\_\_\_\_  
(Write Name and Designation of Officer of BHEL inviting the Tender);**Bharat Heavy Electricals Limited,  
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,  
Plot No. 25, Sector-16A, Noida, U.P.-201301****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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

**Annexure - 6**

**DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH  
REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED  
04<sup>TH</sup> 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 and Designation of Officer of BHEL inviting the Tender);

**Bharat Heavy Electricals Limited,  
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,  
Plot No. 25, Sector-16A, Noida, U.P.-201301**

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 04<sup>th</sup> June, 2020 and subsequent order(s).

**Ref :** 1) NIT/Tender Specification No: \_\_\_\_\_,

2) All other pertinent issues till date

We hereby certify that the items/works/services offered by..... *(specify the name of the organization 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.

**ANNEXURE - 7****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 and Designation of Officer of BHEL inviting the Tender);  
**Bharat Heavy Electricals Limited,  
Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,  
Plot No. 25, Sector-16A, Noida, U.P.-201301**

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:** Bidders to note that in case 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 for taking further action in accordance with law and as per BHEL guidelines.

**ANNEXURE - 8**

**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,

\_\_\_\_\_ (Write Name and Designation of Officer of BHEL inviting the Tender);  
Bharat Heavy Electricals Limited,  
Central Procurement Cell (CPC), 8<sup>th</sup> Floor, BHEL SADAN,  
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : **Declaration by Authorised 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 authorised 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:

Place:

**Enclosed: Copy of Valid Power of Attorney**

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : [www.bhel.com](http://www.bhel.com)

**ANNEXURE - 9****POWER OF ATTORNEY for SUBMISSION OF TENDER/ SIGNING CONTRACT AGREEMENT**

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

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, Central Procurement Cell (CPC), ..... 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

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

**ANNEXURE – 10****DECLARATION BY AUTHORISED SIGNATORY OF BIDDER REGARDING AUTHENTICITY OF SUBMITTED DOCUMENTS**

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

To,

\_\_\_\_\_(Write Name and Designation of Officer of BHEL inviting the Tender);  
Bharat Heavy Electricals Limited,  
Central Procurement Cell (CPC), 8<sup>th</sup> Floor, BHEL SADAN,  
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : **Declaration by Authorized Signatory regarding Authenticity of submitted documents.**

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

I/We, hereby certify that all the documents submitted by us in support of possession of “Qualifying Requirements” are true copies of the original and are fully compliant required for qualifying / applying in the bid and shall produce the original of same as and when required by Bharat Heavy Electricals Limited.

I / We hereby further confirm that no tampering is done with documents submitted in support of our qualification as bidder. I / We understand that at any stage (during bidding process or while executing the awarded works) if it is found that fake / false / forged bid qualifying /supporting documents / certificates were submitted, it would lead to summarily rejection of our bid / termination of contract. BHEL shall be at liberty to initiate other appropriate actions as per the terms of the Bid / Contract and other extant policies of Bharat Heavy Electricals Limited.

Yours faithfully,

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

Date:

Place:

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

**ANNEXURE – 11**

**NO DEVIATION CERTIFICATE**

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

To,

\_\_\_\_\_(Write Name and Designation of Officer of BHEL inviting the Tender);  
Bharat Heavy Electricals Limited,  
Central Procurement Cell (CPC), 8<sup>th</sup> Floor, BHEL SADAN,  
Plot No. 25, Sector-16A, Noida, U.P.-201301

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, Integrity Pact.

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)

Date:

Place:

**ANNEXURE – 12**

**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**

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

To,

\_\_\_\_\_(Write Name and Designation of Officer of BHEL inviting the Tender);  
Bharat Heavy Electricals Limited,  
Central Procurement Cell (CPC), 8<sup>th</sup> Floor, BHEL SADAN,  
Plot No. 25, Sector-16A, Noida, U.P.-201301

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:

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : [www.bhel.com](http://www.bhel.com)



**ANNEXURE – 13****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 and Designation of Officer of BHEL inviting the Tender);  
Bharat Heavy Electricals Limited,  
Central Procurement Cell (CPC), 8<sup>th</sup> Floor, BHEL SADAN,  
Plot No. 25, Sector-16A, Noida, U.P.-201301

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 Proprietor/Partner(s)/Director(s) employed in BHEL

**Tick (✓) any one as applicable:**

1. The Proprietor, Partner(s), Director(s) of our Company/Firm DO NOT have any relation or relatives employed in BHEL
- OR
2. The Proprietor, Partner(s), or Director(s) of our Company/Firm HAVE relation/relatives employed in BHEL and their particulars are as below:
  - (i)
  - (ii)

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

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.

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

**ANNEXURE – 14****NON DISCLOSURE CERTIFICATE**

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

-----

I/We understand that BHEL, Central Procurement Cell (CPC), 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 against Tender Specification No: \_\_\_\_\_, hereby undertake to comply with the following in line with Information Security Policy of BHEL.

- 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, Central Procurement Cell (CPC).

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

Date:

Place:

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : [www.bhel.com](http://www.bhel.com)

**ANNEXURE – 15****BANK ACCOUNT DETAILS FOR E-PAYMENT**

(To be given on Letter head of the Company /Firm of Bidder, and **ENDORSED (SIGNED & STAMPED) BY THE BANK** to enable BHEL release payments through Electronic Fund Transfer (EFT/RTGS))

- -----
1. Beneficiary Name :
  2. Beneficiary Account No. :
  3. Bank Name & Branch :
  4. City/Place :
  5. 9 digit MICR Code of Bank Branch :
  6. IFSC Code of Bank Branch :
  7. Beneficiary E-mail ID :  
(for payment confirmation)

NOTE: In case Bank endorsed certificate regarding above has already been submitted earlier, Kindly submit photocopy of the same

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Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : [www.bhel.com](http://www.bhel.com)

**ANNEXURE – 16****FORMAT FOR SEEKING CLARIFICATION**

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

To,

\_\_\_\_\_ (Write Name and Designation of Officer of BHEL inviting the Tender);

Bharat Heavy Electricals Limited,  
Central Procurement Cell (CPC), 8<sup>th</sup> Floor, BHEL SADAN,  
Plot No. 25, Sector-16A, Noida, U.P.-201301

Dear Sir,

Sub : **Request for Clarification**Ref : 1) NIT/Tender Specification No: .....  
2) All other pertinent issues till date

Sl. No	Reference clause of Tender Document	Existing provision	Bidder's query	BHEL's clarification
1				
2				
3				
4				
5				
6				

Yours faithfully,

(Signature, date &amp; seal of Authorized Representative of the Bidder)

Date:

Place:

रजिस्टर्ड ऑफिस : भेल हाउस, सिरी फोर्ट, नई दिल्ली – 110049

Registered Office : BHEL House, Siri Fort, New Delhi – 110 049, India, Website : www.bhel.com

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

NAME OF WORK: PRE BID TIE-UP FOR EXECUTION OF  
BOP PACKAGE ON EPC BASIS AT 1X800 MW SINGARENI  
TPP, STAGE -II, MANCHERIAL, TELANGANA

BHARAT HEAVY ELECTRICALS LIMITED



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## CONTENTS

CLAUSE NO	DESCRIPTION	PAGENO.
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3	SITE VISIT	04 - 04
4	CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC	05 - 05
5	TOOLS & PLANTS, MMR TO BE PROVIDED BY SUCCESSFUL BIDDER	05 - 05
6	RECONCILIATION OF BHEL ISSUED MATERIALS	05 - 05
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# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## 1.0 NAME OF WORK:

Design, engineering, manufacturing, inspection, testing, painting, supply/ delivery duly packed at project site including transportation upto site, receipt, unloading, storage & handling at site, erection, commissioning, final painting at site, trial run, handing over, etc. in line with drawings/ documents/ test procedures approved by BHEL/ Owner (SCCL), for the total scope defined in the technical specification and terms & conditions of tender, taking into account all clarifications, confirmations and agreements till date for BOP EPC package complete with all accessories, including supply of consumables, erection & commissioning spares, special tools & tackles for maintenance, mandatory spares, etc. for 1x800 MW Singareni TPP, Stage -II, Mancherial, Telangana.

## 2.0 BROAD PACKAGES/ SYSTEMS:

Broad scope shall comprise of design, supply, erection & commissioning including related civil, structural & architectural work of all BOP packages / systems on EPC basis.

### 2.1 List of major packages / systems outside BTG island is given below:

2.1.1	COOLING TOWERS
2.1.2	CHIMNEY
2.1.3	GYPSUM DEWATERING SYSTEM, TANKS & AGITATORS, LIME DOSING SYSTEM – ETC. FOR FGD SYSTEM
2.1.4	RAW WATER SYSTEM
2.1.5	WATER TREATMENT PLANTS viz. DM, PT, ETP, STP, GAS CHLORINATION & CWTP etc.
2.1.6	FUEL OIL HANDLING SYSTEMS & MISC. TANKS
2.1.7	HYDROGEN GENERATION PLANT
2.1.8	CW/ACW PUMP HOUSE
2.1.9	AUXILIARY BUILDINGS
2.1.10	ROADS & DRAINS
2.1.11	PIPE RACK AND CABLE RACK
2.1.12	LP PIPING
2.1.13	CABLING WORK
2.1.14	ENTIRE CIVIL & STRUCTURAL WORK OUTSIDE BTG ISLAND
2.1.15	OWNER (SCCL) OFFICE, SAFETY PARK ETC.

**Note:** The above list is not exhaustive. All work outside BTG island are to be executed by the successful vendor.

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

---

**2.2 List of major packages / systems for the entire project (i.e. inside and outside BTG Island) is given below:**

2.2.1	COAL & BIOMASS HANDLING PLANT
2.2.2	ASH HANDLING PLANT INCL ASH DYKE
2.2.3	COMPRESSED AIR SYSTEM
2.2.4	AIR CONDITIONING & VENTILATION
2.2.5	MILL REJECT HANDLING SYSTEM
2.2.6	LP DOSING AND OXYGENATED TREATMENT SYSTEM
2.2.7	ELEVATORS
2.2.8	SEPARATION OF PLANT DRAINS FROM STORM WATER DRAINS
2.2.9	CENTRALIZED NITROGEN SYSTEM
2.2.10	MISC. EOT CRANES & HOISTS
2.2.11	GEO-TECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY OF ENTIRE PLANT
2.2.12	FIRE PROTECTION SYSTEM AND STATION LIGHTING SYSTEM
2.2.13	CONDENSATE POLISHING UNIT (CPU)
2.2.14	PA SYSTEM & CCTV
2.2.15	GREEN BELT DEVELOPMENT, HORTICULTURE AND LANDSCAPING
2.2.16	CONSTRUCTION POWER & WATER SUPPLY
2.2.17	SITE ENABLING WORK SUCH AS BHEL SITE OFFICE, CLOSED STORAGE SHEDS, OPEN YARD DEVELOPMNET FOR MATERIAL STORAGE ETC.
2.2.18	SAFETY CONTROL ROOM

**Note:** 1. The above list is not exhaustive. For detail, refer Scope Matrix enclosed as Annexure-I.

2. BTG island shall start from Switch Yard including Transformer Yard, Power House, Boiler, ESP, and shall be up to ID fan.

### 3.0 SITE VISIT:

The bidder must visit site, to acquaint themselves with the conditions prevailing at site and in & around the plant premises, together with all statutory, obligatory, mandatory requirements of various authorities before submission of bid.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

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## 4.0 CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC

4.1	Successful bidder shall arrange at their own cost cleaning & grading of area allotted, construction of their temporary office, stores, godown, fabrication yards, etc. and also the watch & ward, etc.
4.2	Successful bidder shall construct and maintain Construction water & Construction Power for the entire project (BOP + BTG Area). They shall provide necessary tapping in/around BTG island to BHEL for their use.
4.3	Successful bidder shall construct BHEL temporary office (Approx. size 400 Sqm) along with all necessary amenities. The maintenance of the subject office shall be done by BHEL, after handing over.

## 5.0 TOOLS & PLANTS, MMR TO BE PROVIDED BY SUCCESSFUL BIDDER

All T&Ps, as may be required for completion of the work, have to be provided by the successful bidder within the quoted rates.

## 6.0 RECONCILIATION OF BHEL ISSUED MATERIALS

6.1	Successful bidder shall submit a reconciliation statement of materials issued to them, once in two months. The same may be submitted along with RA bill.
6.2	Successful bidder shall properly account for the material issued to them as specified herein to the satisfaction of BHEL certifying that the balance material are available with successful bidder's custody at site.

## 7.0 INSURANCE

7.1	It is the responsibility of the successful bidder to take/maintain insurance for the entire project in line with Owner (SCCL) bid document. However, BHEL shall obtain insurance for their own manpower, workmen, & Machineries.
7.2	Lodging and settlement of the claim shall be the responsibility of the successful bidder. Necessary documents, if any, required for settlement of insurance claim shall be provided by BHEL.

## 8.0 COMPLETION PERIOD

The entire scope of work is to be completed within 48 months (Forty-Eight months) from the start of zero date of the project by Owner (SCCL).

---

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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### **9.0 OVER RUN CHARGES**

Not applicable in this tender.

### **10.0 PRICE ADJUSTMENT CLAUSE/ ESCALATION**

As per Owner (SCCL) bid document (refer Appendix 2)

### **11.0 EXTRA/ ADDITIONAL ITEMS OF WORK**

No Extra/ additional claim of the successful bidder shall be given by BHEL beyond the contract value. However, if any Extra/ additional claim is received from Owner (SCCL) pertaining to the scope of work of successful bidder, 80% of the same shall be passed onto the successful bidder.

### **12.0 CONTRACT PRICE FORMAT**

Price bid submitted by Bidder shall comprise of the Civil, E&C and supply of equipments along with mandatory Spares. Bidder shall quote their price as per the "Price Schedule Formats" in line with Owner (SCCL) bid document.

### **13.0 ESCROW ACCOUNT**

As per Owner (SCCL) bid document (refer Appendix 1)

### **14.0 SMART PROJECT MANAGEMENT SYSTEM INCLUDING MATERIAL & MANPOWER**

Bidder shall ensure followings in line with Owner (SCCL) bid document (refer Technical Specification Section-VI, PART-A Clause No-20):

Project Management Team: Contractor for their Scope

Project Management Tool: Contractor for their Scope

Project Planning Activities: Contractor for their Scope

Project Monitoring Activities: Contractor for their Scope

Report Generation: Contractor for their Scope

Drone Based Project Monitoring & visualization system: Contractor Scope (BTG & BOP Area)

Construction Manpower Tracking: Contractor for their Scope

Objective of such system is to ensure sequential and timely availability of Materials, Manpower and T&Ps as well as ensuring quality during erection which is critical for Project success.

### **15.0 LIQUIDATED DAMAGES/PENALTY**

BHEL shall have the right to impose Liquidated Damage/Penalty on contractor Pro-rata basis in line with Owner (SCCL) bid document (refer SCC Clause No-8 & GCC Clause No-26)

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

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### 16.0 INPUTS REQUIRED BY BHEL DURING BIDDING STAGE

Bidder shall ensure timely provide the inputs required by BHEL during bidding stage.

### 17.0 TERMS AND PROCEDURES OF PAYMENT & RELEASE OF FIRST PROGRESSIVE PAYMENT

As per Owner (SCCL) bid document (refer Appendix 1)

### 18.0 OTHER TERMS

19.1	TERMS AND CONDITIONS OF PRE-BID TIE UP/MOU – Please refer MOU as per enclosed Annexure-II.
19.2	All relevant term & conditions of Owner (SCCL) bid document shall be applicable, as the contract shall be awarded on back-to-back basis.
19.3	<p>Owner (SCCL) bid document along with all amendments, clarifications, addendums, etc. until finalization of the contract shall be binding for this contract as well. In case of any ambiguity in this NIT, Owner (SCCL) bid document shall prevail.</p> <p>Detailed specification, scope of work and terms &amp; conditions are given in the Bidding Documents, which are available at <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a>. (Tender No-E012300396) Bidder shall visit above website to keep himself updated on the same.</p>

**1x800MW SCCL**  
**SCOPE MATRIX (PRE - BID TIE UP)**

**BROAD SCOPE:** All supplies/work (Civil, structural, architectural, mechanical, electrical, and C&I) outside BTG island will be in the scope of BOP vendor on EPC basis and inside BTG island shall be in BHEL scope.  
(Refer Table below for exception points)

**BTG ISLAND:** BTG island shall start from Switch Yard including Transformer Yard, Power House, Boiler, ESP, and shall be up to ID fan Outlet.

**MAJOR INCLUSIONS (BOP PKG):** CHP, AHP, Raw Water System, WATER TREATMENT, COOLING TOWERS, CHIMNEY, ASH DYKE, FUEL OIL HANDLING SYSTEMS, MISC. TANKS, HVAC , FIRE FIGHTING SYSTEM, STATION LIGHTING, MISC. EOT CRANES, AUXILLIARY BUILDINGS,ELEVATORS etc.

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point No.	Exclusions	Remarks
				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION (MECH, ELEC, C&I)	TESTING / COMMISSIONING				
<b>A</b>	<b>MECHANICAL SYSTEM</b>										
1	STEAM GENERATOR AND AUXILIARIES INCLUDING ESP	BHEL	Complete SG and Auxiliary package in BHEL scope.	BHEL	BHEL	BHEL	BHEL				
2	SELECTIVE CATALYTIC REDUCTION SYSTEM	BHEL	Complete Pkg by BHEL	BHEL	BHEL	BHEL	BHEL				BOP Vendor to furnish provisions in their respective systems like Pipe Rack,Utility,Space etc.for future installation of SCR.
3	FLUE GAS DESULPHURISATION SYSTEM	BHEL	Complete Pkg by BHEL	BHEL	BHEL	BHEL	BHEL				BHEL includes majorly Absorber,RC Pump etc.
4	STEAM TURBINE AND AUXILIARIES	BHEL	Complete TG and Auxiliary package in BHEL scope.	BHEL	BHEL	BHEL	BHEL				
5	POWER CYCLE PIPING	BHEL	Complete Pkg by BHEL	BHEL	BHEL	BHEL	BHEL			For Areas mentioned specifically under BOP Vendor scope.	
6	LOW PRESSURE PIPING	BHEL/ BOP Vendor	Within BTG Island - BHEL Outside BTG island - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	A Row Puddle flange for CW Pipe.  RE Joint at Condenser.			As specified for respective areas/packages/system/TP at Battery limit  Complete CW pipeline from Power House upto CWPH and IDCT shall be in the scope of BOP EPC Vendor.  Complete CW pipeline from condenser outlet to IDCT and from CWPH to condenser inlet shall be in the scope of BOP EPC Vendor.
7	Sewage Treatment Plant	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP	Sewage for BTG area shall be terminated at Battery Limit by BHEL.			Associated Civil, Str, & Arch Works inside BTG island in BHEL scope.
8	DM plant and CW chemical treatment.	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP				Associated Civil, Str, & Arch Works inside BTG island in BHEL scope.
9	Pre treatment Plant	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP				
10	Liquid effluent treatment plant	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP	Effluent collected from BTG area shall be terminated at BTG Battery Limit by BHEL.			BOP vendor to furnish the Pressure required by BTG Vendor at Terminal Point. Associated Civil, Str, & Arch Works inside BTG island in BHEL scope.
11	Gas chlorination	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP				

**1x800MW SCCL**  
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Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point No.	Exclusions	Remarks
				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION (MECH, ELEC, C&I)	TESTING / COMMISSIONING				
12	Condensate polishing unit including regeneration facility	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP				Associated Civil, Str, & Arch Works inside BTG island in BHEL scope.

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				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION (MECH, ELEC, C&I)	TESTING / COMMISSIONING				
13	<b>CW SYSTEM</b>										
A	Equipment Cooling water system including ACW pumps.	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				TP for BOP area's ECW/DMCW ( (Inside BTG Island) system shall be as per Battery limit near A row. BOP vendor shall terminate ECW Hot water return header at A row. Flow and Pr Drop to be provided by BOP vendor.  For ACW system (Outside BTG Island)-, BOP vendor will terminate TP near A row for inlet. outlet Hot water pipe of ACW piping shall be terminated at A row by BHEL. Flow and Pr Drop to be provided by BHEL.
B	Circulating water system including CW pumps	BHEL/ BOP Vendor	Within BTG Island - BHEL Outside BTG island - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	TP for CW (Inlet and return header) shall be at BTG area battery limit.  A Row Puddle flange for CW Pipe		CW Pumps will be issued free of cost to BOP Vendor by BHEL.	Complete CW Pump house including Powerhouse requirement in BOP vendor scope.  CW system limiting parameters will be intimated by BTG contractor to BOP Vendor: A.Flow B.Pressure drop
C	IDCT-Cooling towers for circulating water system	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP				CW system limiting parameters will be intimated by BTG contractor to BOP Vendor: A. Flow B. Pressure drop
D	Aux water system including Raw water pumps	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP				
14	<b>PLANT UTILITIES</b>										
A	Compressed air system	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP	BOP vendor shall provide tapping points (02 Nos.) near TG Gable end and boiler area for further distribution by BHEL within BTG boundary limit		Civil, Str & Arch. work inside BTG island battery limits shall be in BHEL Scope.	

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				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION (MECH, ELEC, C&I)	TESTING / COMMISSIONING				
B	Air conditioning and ventilation system	BOP Vendor	Complete Pkg (BTG + BOP Area) on EPC Basis	BOP	BOP	BOP	BOP			Civil, Str & Arch. work inside BTG island battery limits shall be in BHEL Scope.	SCOPE: Entre plant including BTG area shall be in vendor scope.
C	Fire detection and protection system	BOP Vendor	Complete Pkg (BTG + BOP Area) on EPC Basis	BOP	BOP	BOP	BOP			Civil, Str & Arch. work inside BTG island battery limits shall be in BHEL Scope.	SCOPE: Entire plant including BTG area shall be in vendor scope.
15	COAL & BIOMASS HANDLING PLANT	BOP Vendor	Complete Pkg (BTG + BOP Area) on EPC Basis	BOP	BOP	BOP	BOP	1. Coal & Biomass feeding to the bunker shall be in scope of BOP vendor.  2. For civil & structural works- Bunker gallery (Support bracket in Bunker building shall be provided by BHEL)		Bunker gratings and bunker monorails shall be supplied by BHEL.	
16	FUEL OIL UNLOADING SYSTEM	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP	TP for FOHS shall be at Battery limit of BTG area (Supply and return line both)			Truncated Scope as per tender specification.

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				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION (MECH, ELEC, C&I)	TESTING / COMMISSIONING				
1	Service & Potable Water System	BHEL/ BOP Vendor	Within BTG Island - BHEL Outside BTG island - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	Service & Potable water TP 1. Within battery Limit- BHEL 2. Outside Boundary Limit-- BOP Vendor  TP for service /Potable water shall be at TG A- Row.			Following Inputs shall be provided by BHEL to BOP Vendor for BTG areas: Service water : Flow & Pressure Potable water : Flow & Pressure  Pump house will be in BoP area
2	Hotwell Make Up System	BTG Scope	BHEL	BHEL	BHEL	BHEL	BHEL	1) DM makeup Discharge header terminal point near condenser for Normal make-up upstream of control station (A-Row) 2) Emergency		DM makeup pump, Boiler Fill Pump, Emergency make-up pump in BOP vendor scope.	

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				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION (MECH, ELEC, C&I)	TESTING / COMMISSIONING				
3	Rain Water Harvesting System	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP, in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	Rain water collected from BTG area shall be terminated at 2 points in transformer area by BHEL.		Rain water collection from BTG area	
2	Weigh Bridge	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP				
3	FGD. Tanks & Agitator	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP				
4	Gypsum Dewatering system	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP	Piping and other equipment 5 mtr away from absorber outlet shall be in BoP vendor scope.			
5	Lime dosing system (For FGD) including waste water transfer pumps to ash pond	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP				
6	PIPE CUM CABLE RACKS - INSIDE BTG ISLAND (Within Battery Limit)	BHEL	Complete Pkg by BHEL	BHEL	BHEL	BHEL	BHEL				Pipe cum cable rack within BTG area shall be provided by BTG contractor. Pipe BOQ (size and number) which are coming on BTG area to be informed by BOP vendor for piperack design. However, the same shall be laid by BTG vendor <Refer plot plan>
7	PIPE RACKS - OUTSIDE BTG ISLAND (Outside Battery Limit)	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP				Pipe cum cable rack within BOP area shall be provided by BOP contractor. Pipe BOQ (size and number) which are coming on BOP area to be informed by by BTG vendor for piperack design. However, the same shall be laid by BOP vendor <Refer plot plan>
8	Misc. Tanks	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP				FGD Tanks, DM & CST Tanks, shall be in BOP vendor scope.
9	Centralized Nitrogen System	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP				Placed inside TG bldg.

**B** MISC. CIVIL/STR / ARCH Works

**1x800MW SCCL**  
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				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION (MECH, ELEC, C&I)	TESTING / COMMISSIONING				
1	Buildings, Structures	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				BTG contractor scope - (All Civil, structural, architectural, Foundation works related to Fans(ID,FD,PA,SA), ESP and its control room, Boiler and auxiliaries(Mills, bunker), powerhouse building including TG, applicable Duct, Transformer yard.  Refer Plot Plan for details.
2	Roads and Drains	BHEL/ BOP Vendor	Within BTG Island - BHEL Outside BTG island - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	Peripheral road & drains ( BTG island ) to be in BHEL scope.			Within the battery limit of BTG by BTG contractor (Proposed battery limit - Refer Plot plan)
3	Paving	BHEL/ BOP Vendor	Within BTG Island upto Absorber - BHEL Outside BTG island - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Within the battery limit of BTG by BTG contractor (Proposed battery limit-Refer Plot plan)
4	Geo-Technical Investigation and Topographical survey	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	--	---				Geotechnical Investigation & Topographical Survey of whole plant area shall be done by BOP vendor.
5	Ash Dyke	BOP vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP				
6	Site Enabling work	BOP vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP				Includes list of following building/equipment required for site enabling.

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C	ELECTRICAL SYSTEM / EQUIPMENTS										
1	Complete Electrical System	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP			Supply of HT & LT transformers, Bus ducts (IPBD, SPBD & NSPBD), HV & LV Switchgear shall be in the scope of BHEL (within BTG island).	1. Complete cable, cabling and termination for equipment supplied by BoP vendor shall be in the scope of BoP vendor. Whereas, both ends supplied by BHEL, same shall be in BHEL scope. 2. BoP vendor has to provide cable & cabling details to BHEL for designing and routing (within BTG island) by BHEL. 3. In case of BHEL supplied equipment to be mounted in BoP area, cable laying and termination will be in BoP vendor scope.
2	Generator along with all auxiliaries, Neutral GroundingTransformer, NG Cubicle, SPVT, LAVT,	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				
3	Electrical Control Desk & DDCMIS for Electrical Breakers.	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
4	Relay Panel (Generator, GT & UT protection panel and Station Transformer protection Panel)	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				
5	400KV AIS switchyard	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				
6	Substation Automation System	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				
7	Power Transformer (GT, ST, UT, Reactor)	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				Load & feeder requirement to be informed by BOP vendor for sizing of BTG scope Transformers.
8	Auxiliary Power Transformer (11/3.3 kV)	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				

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9	Neutral Grounding Resistor (3.3kV & 11kV)	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
10	Isolated Phase Bus Duct, Air Presurizing System, HAB	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				
11	3.3 KV & 11 KV Segregated Phase Bus Ducts	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				
12	HV (11 kV & 3.3 kV) Switchgear	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				
13	Service Transformer (Dry type Transformers).	- Within BTG Island - BHEL		BHEL	BHEL	BHEL	BHEL				

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14	Service Transformer (Oil filled type Transformers).	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
15	415 V LT Switchgear & DC Boards	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				For BOP packages which are placed in BTG area, Uncabled feeder shall be provided by BHEL.However list of these feeders to be informed at tender stage by BOP vendor
16	Non Segregated Phase Bus Ducts & Sandwich Busduct for DG Connection.	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
17	Local Push Button Station & Miscellaneous Equipment	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
18	AC & DC Motors	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				HT motors (excl. Temp transmitter alongwith JB) required for BOP scope of work (except HT motors for compressors in CHP-BHP, AHP area) will be provided (free of cost) by BHEL to BoP vendor. Relevant input for designing the same to be provided by BoP vendor.
19	Electrical Actuators with Integral Starters	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
20	Electricals of Elevator, EOT Cranes, Hoist & US EOT Crane	<del>- Within BTG Island (Except CHP-BHP, AHP) - BHEL</del>  <del>- Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor</del>  BOP Vendor Scope.		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				

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**MAJOR INCLUSIONS (BOP PKG):** CHP, AHP, Raw Water System, WATER TREATMENT, COOLING TOWERS, CHIMNEY, ASH DYKE, FUEL OIL HANDLING SYSTEMS, MISC. TANKS, HVAC , FIRE FIGHTING SYSTEM, STATION LIGHTING, MISC. EOT CRANES, AUXILLIARY BUILDINGS,ELEVATORS etc.

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point No.	Exclusions	Remarks
				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION (MECH, ELEC, C&I)	TESTING / COMMISSIONING				
21	Electricals of Hoist	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
22	Cables (HV, LV, Control & Instrumentation)	Within BTG Island - BHEL:Supply & installation of HV & LV Power, Control and Instrumentation Cables for BTG package. Cable trays & supports required for these cables.  Outside BTG Island -BOP vendor:Supply & Installation of HV & LV Power, Control and Instrumentation Cables for Balance of Plant Area. Cable trays & supports required for these cables.		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
23	Cable trays & supports	Within BTG Island - Cable trays & supports by BHEL. Refer note-2.  Outside BTG Island - Cable trays & supports by BOP Vendor.Refer note-2.		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
24	Fire Sealing System	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
25	220V DC Battery & Charger System	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				

**1x800MW SCCL**  
**SCOPE MATRIX (PRE - BID TIE UP)**

**BROAD SCOPE:** All supplies/work (Civil, structural, architectural, mechanical, electrical, and C&I) outside BTG island will be in the scope of BOP vendor on EPC basis and inside BTG island shall be in BHEL scope.  
(Refer Table below for exception points)

**BTG ISLAND:** BTG island shall start from Switch Yard including Transformer Yard, Power House, Boiler, ESP, and shall be up to ID fan Outlet.

**MAJOR INCLUSIONS (BOP PKG):** CHP, AHP, Raw Water System, WATER TREATMENT, COOLING TOWERS, CHIMNEY, ASH DYKE, FUEL OIL HANDLING SYSTEMS, MISC. TANKS, HVAC , FIRE FIGHTING SYSTEM, STATION LIGHTING, MISC. EOT CRANES, AUXILLIARY BUILDINGS,ELEVATORS etc.

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point No.	Exclusions	Remarks
				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION (MECH, ELEC, C&I)	TESTING / COMMISSIONING				
26	Illumination System	<del>Within BTG Island (Except CHP-BHP, AHP) - BHEL</del> <del>Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor</del> BOP Vendor Scope.		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Illumination of facilities for which Civil in BHEL Scope by BHEL or else by BOP vendor.
27	Earthing & Lightning Protection System	- Within BTG Island (Except CHP-BHP, AHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				1. Within BTG Island - BHEL:Complete Earthing & Lightning Protection System (both underground & above ground) for BTG Area.  2. Outside BTG Island - BOP vendor:Complete Earthing & Lightning Protection System (both underground & above ground) for Balance of Plant areas. It includes interconnection of BOP Package earth mat to earth mat of BTG Package.  3. Above ground for Equipments supplied by respective equipment supplier i.e BHEL/BOP vendor.
28	Construction Power Supply	BOP vendor	Complete system in BOP Vendor Scope	BOP	BOP	BOP	BOP				BOP contractor shall provide sufficient no. of points at 415V to BHEL at suitable locations
29	PA System	BOP vendor	Complete system in BOP Vendor Scope (refer note 5)	BOP	BOP	BOP	BOP				
30	DG Set	<del>Within BTG Island - BHEL</del> <del>Outside BTG Island (For FGD) - BOP</del> BOP Vendor Scope.		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Load requiring emergency DG supply, BOP-BTG contractor may inform the emergency load of BTG island (Except FGD emergency load) to be considered in main plant DG sizing. Cable for feeding these loads shall be in BOP vendor scope.
31	Electrical Lab Equipment	BOP scope	BOP Package (for complete project scope) (refer note 9)	BOP	BOP	BOP	BOP				Electrical lab package for the complete project shall be in BOP vendor scope. Space requirement & LT Power feeder requirement for Electrical Lab package in main Plant to be informed by BOP vendor.
31	CCTV	BOP vendor	Complete system in BOP Vendor Scope	BOP	BOP	BOP	BOP				

**Note:**



**1x800MW SCCL**  
**SCOPE MATRIX (PRE - BID TIE UP)**

**BROAD SCOPE:** All supplies/work (Civil, structural, architectural, mechanical, electrical, and C&I) outside BTG island will be in the scope of BOP vendor on EPC basis and inside BTG island shall be in BHEL scope.  
(Refer Table below for exception points)

**BTG ISLAND:** BTG island shall start from Switch Yard including Transformer Yard, Power House, Boiler, ESP, and shall be up to ID fan Outlet.

**MAJOR INCLUSIONS (BOP PKG):** CHP, AHP, Raw Water System, WATER TREATMENT, COOLING TOWERS, CHIMNEY, ASH DYKE, FUEL OIL HANDLING SYSTEMS, MISC. TANKS, HVAC , FIRE FIGHTING SYSTEM, STATION LIGHTING, MISC. EOT CRANES, AUXILLIARY BUILDINGS,ELEVATORS etc.

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point No.	Exclusions	Remarks
				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION  (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION  (MECH, ELEC, C&I)	TESTING / COMMISSIONING				

- When equipment's at both ends are in BTG Contractor's scope, supply & installation of HV & LV power, control and instrumentation cables including special cable along with cable carrier system and cable termination & accessories will be in BTG Contractor's scope. If only one end equipment is in BTG Contractor scope, HV & LV power, control and instrumentation cables including special cables along with cable carrier system and cable termination & accessories for BOP package will be in BOP Contractor's scope. All special cables for BTG Package will be in BTG Contractor's scope.
- All cable trays (along with supporting arrangement) required for both the two packages (BTG and BOP) within package boundary battery limits of BTG Package, shall be supplied & erected by the BTG package vendor. Similarly, within package boundary Battery Limits of BOP Package, shall be supplied & erected by the BOP package vendor. BOP contractor shall inform details of cable trays ( no & type) for cable in BOP vendor scope in BTG area.
- Road lighting for roads in BTG Package scope (for BTG area) shall be in BOP scope. Suitable feeder(s) for Street Lighting Panels (SLP) shall be provided in BTG Lighting Distribution Boards. Rating & numbers of feeders for Street Lighting Panels shall be informed by BOP vendor. Cable & cable carrier system from LDB (of BTG scope) to SLP shall be in BOP scope as per note-1 above. BTG portion of cable carrier system could be used by BOP vendor for these cables wherever available.  
Further, distribution from Street Lighting Panels to Lighting Poles shall be in BOP scope.
- Transformer in BOP scope for BOP Package scope shall be by BOP vendor:
  - Losses of transformer shall be governed by IS & Technical Specification.
  - Auxiliary losses to be informed by BOP vendor.
  - Load & feeder requirement to be informed by BOP vendor for sizing of BTG scope Transformers.
- UPS supply requirement for BTG portion of PA system in BTG area shall be provided by BTG vendor at one point. BOP vendor to inform rating of this one UPS feeder.
- ~~Cathodic LT Power supply requirement for BTG portion of CW Pipes in BTG area shall be provided by BTG vendor at one point. BOP vendor to inform rating of this one LT Power supply feeder.~~
- For Electrical System design, BOP vendor has to provide Electrical details like impedance of transformers, number & rating of transformer, details of HT Motors etc. for BOP scope. Optimised transformer impedance calculated through system studies shall be binding for BOP vendor subject to relevant IS and detailed Technical Specification.
- For establishing interconnection of BOP Package Earth mat with earth mat of BTG area, 4 nos. interconnecting earth pits shall be provided in BTG area in all four directions. Detailed location shall be provided during detailed engineering.
- Electrical lab package for the complete project shall be in BOP vendor scope. Space requirement & LT Power feeder requirement for Electrical Lab package in main Plant to be informed by BOP vendor.

**1x800MW SCCL**  
**SCOPE MATRIX (PRE - BID TIE UP)**

<b>BROAD SCOPE:</b> All supplies/work (Civil, structural, architectural, mechanical, electrical, and C&I) outside BTG island will be in the scope of BOP vendor on EPC basis and inside BTG island shall be in BHEL scope. (Refer Table below for exception points)											
<b>BTG ISLAND:</b> BTG island shall start from Switch Yard including Transformer Yard, Power House, Boiler, ESP, and shall be up to ID fan Outlet.											
<b>MAJOR INCLUSIONS (BOP PKG):</b> CHP, AHP, Raw Water System, WATER TREATMENT, COOLING TOWERS, CHIMNEY, ASH DYKE, FUEL OIL HANDLING SYSTEMS, MISC. TANKS, HVAC , FIRE FIGHTING SYSTEM, STATION LIGHTING, MISC. EOT CRANES, AUXILLIARY BUILDINGS,ELEVATORS etc.											

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point No.	Exclusions	Remarks
				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION  (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION  (MECH, ELEC, C&I)	TESTING / COMMISSIONING				

**D    Instrumentation & Control Works**

1	Complete C&I System - for packages outside BTG area	- Within BTG Island (Except CHP-BHP, AHP, LHP-GHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP, LHP-GHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP			DCS and its HMI & LVS for various packages shall be supplied by BHEL/EDN. Vendor has to provide relevant engineering inputs.	1. Complete cable laying and termination upto marshalling panel for equipment supplied by BoP vendor shall be in the scope of BoP vendor.  2. BoP vendor has to provide cabling details to BHEL for designing and routing cable trays (within BTG island) by BHEL.  3. Wherever PLC is applicable, complete PLC system (incl. cabling) and its HMI, UPS, battery, battery charger ( as applicable) by BoP vendor. Wherever one end is in vendor scope, cable laying and termination upto DCS (main control room) will be in BoP vendor scope.  4. In case of BHEL supplied equipment to be mounted in BoP area, cable laying and termination will be in BoP vendor scope.  5. Inputs that will required by EDN to design the system and interface
2	DDCMIS interface with PLC/microprocessor panel/Profibus COMM/local control panels	- Within BTG Island (Except CHP-BHP, AHP, LHP-GHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP, LHP-GHP in BTG area) - BOP vendor		BTG/ BOP Scope	BTG/ BOP Scope	BTG/ BOP Scope	BTG/ BOP Scope	DCS Panel at CCR.			1. For BOP packages - PLC side gateway/ LIU/ Profibus Controller will be provided by BoP vendor and DCS side will be provided by BHEL.  2. Inputs that will required by EDN to design the system and interface 1. I/O list 2. Logic Diagram 3. Functional Grouping 4. P&ID 5. Cable schedule for BHEL procured cables/ accessories 6. For Profibus , BoP vendor to share BOQ for the profibus system ( from BHEL /Customer approved siurces ) so that interface with DCS could be done by is BHEL suitably
3	Vibration Monitoring system	BHEL	Complete work on PEC basis	BHEL	BHEL	BHEL	BHEL				Based on inputs received from concerned Units/ Vendor. Relevant inputs during bidding stage and detailed engineering stage to be provided by BOP vendor to BHEL/EDN.
4	a) Steam and Water Analysis System (SWAS), b) CONTINUOUS EMISSION MONITORING SYSTEM (CEMS) c) AMBIENT AIR QUALITY MONITORING STATION (AAQMS)	BHEL	Complete work on PEC basis	BHEL	BHEL	BHEL	BHEL				

**1x800MW SCCL**  
**SCOPE MATRIX (PRE - BID TIE UP)**

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(Refer Table below for exception points)

**BTG ISLAND:** BTG island shall start from Switch Yard including Transformer Yard, Power House, Boiler, ESP, and shall be up to ID fan Outlet.

**MAJOR INCLUSIONS (BOP PKG):** CHP, AHP, Raw Water System, WATER TREATMENT, COOLING TOWERS, CHIMNEY, ASH DYKE, FUEL OIL HANDLING SYSTEMS, MISC. TANKS, HVAC , FIRE FIGHTING SYSTEM, STATION LIGHTING, MISC. EOT CRANES, AUXILLIARY BUILDINGS,ELEVATORS etc.

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point No.	Exclusions	Remarks
				DESIGN / ENGG	SUPPLY & ERECTION / EXECUTION (CIVIL/ STR/ ARCH)	SUPPLY & ERECTION (MECH, ELEC, C&I)	TESTING / COMMISSIONING				
5	Remote Operation/Status Signals of Switchgear Breakers, Transformers.	- Within BTG Island (Except CHP-BHP, AHP, LHP-GHP) - BHEL  - Outside BTG island (including CHP-BHP, AHP, LHP-GHP in BTG area) - BOP vendor		BTG/BOP	BTG/BOP	BTG/BOP	BTG/BOP				Remote operation ( cable laying, termination and testing & commissioing) for BOP supplied vendor PLC will be done by BOP vendor. However, for BHEL supplied switchgear remote operations shall be done by BHEL. For BHEL supplied switchgear (used for operation of BoP vendor equipment), testing and commissioning for remote operation will be assisted by BOP vendor.
6	HART Management System	BHEL	Complete work on PEC basis	BHEL	BHEL	BHEL	BHEL				
7	Misc Items : ONLINE ORP MONITOR / ANALYSER, ORP/PH PORTABLE METER;	BOP Vendor	Complete work on EPC basis	BOP vendor	BOP vendor	BOP vendor	BOP vendor				
8	SAFETY CONTROL ROOM AND EQUIPMENT	BOP Vendor	Complete work on EPC basis	BOP vendor	BOP vendor	BOP vendor	BOP vendor				
9	CCTV	BOP vendor	Complete system in BOP Vendor Scope	BOP	BOP	BOP	BOP				As per contract Section VI-A CI no-13.02.00 " Common IP based network for IP based PA system and IP based CCTV system involving common components viz. network switches, network media and power supplies may be acceptable subject to employer's approval during detail engineering "
10	PA System	BOP + BTG area	Complete system in BOP Vendor Scope	BOP	BOP	BOP	BOP				<b>BOP vendor to take care of the same</b>

**1x800MW SCCL**  
**SCOPE MATRIX (PRE - BID TIE UP)**

**BROAD SCOPE:** All supplies/work (Civil, structural, architectural, mechanical, electrical, and C&I) outside BTG island will be in the scope of BOP vendor on EPC basis and inside BTG island shall be in BHEL scope.  
(Refer Table below for exception points)

**BTG ISLAND:** BTG island shall start from Switch Yard including Transformer Yard, Power House, Boiler, ESP, and shall be up to ID fan Outlet.

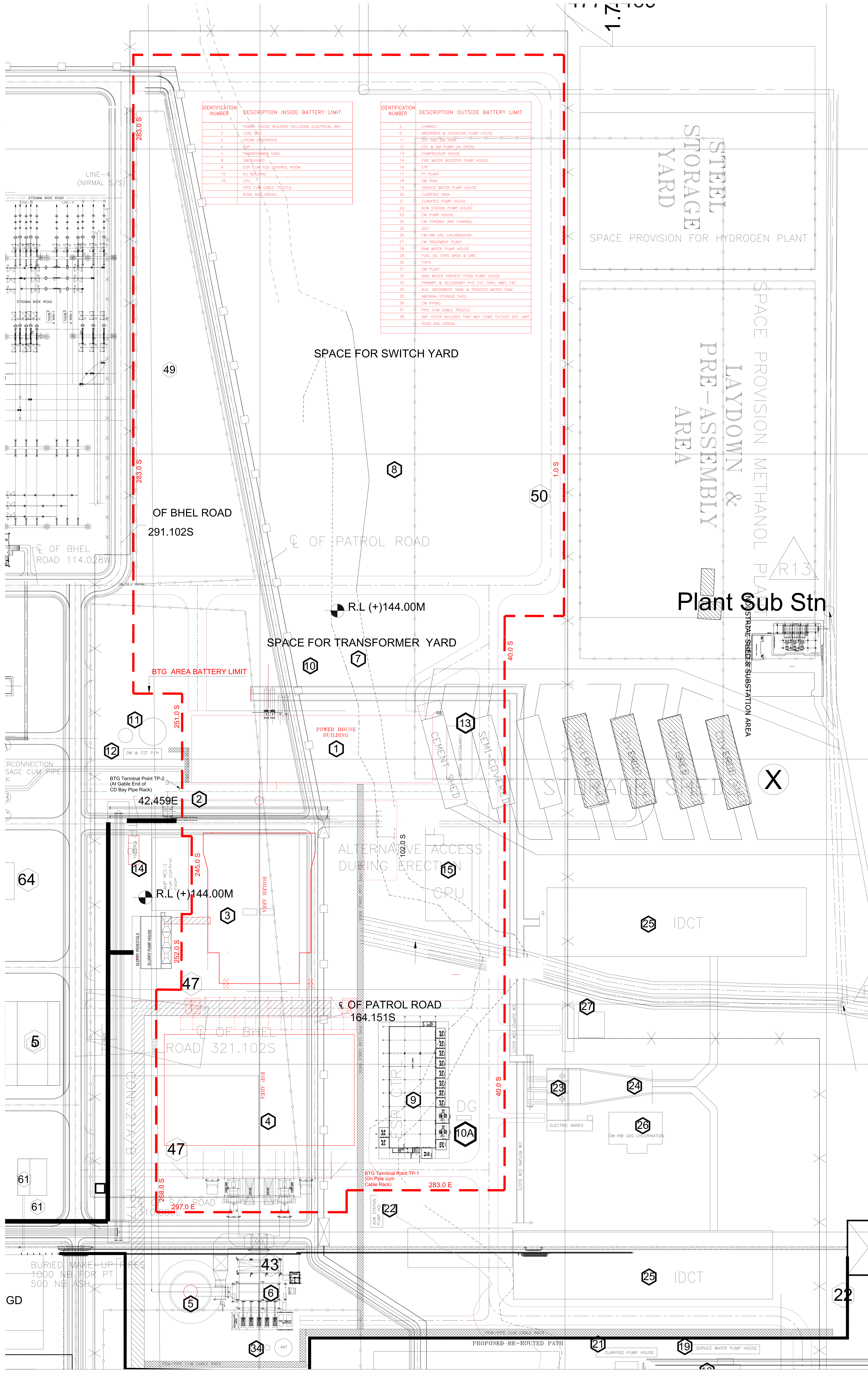
**MAJOR INCLUSIONS (BOP PKG):** CHP, AHP, Raw Water System, WATER TREATMENT, COOLING TOWERS, CHIMNEY, ASH DYKE, FUEL OIL HANDLING SYSTEMS, MISC. TANKS, HVAC , FIRE FIGHTING SYSTEM, STATION LIGHTING, MISC. EOT CRANES, AUXILLIARY BUILDINGS,ELEVATORS etc.

[illegible]

**NOTES:**

- |    |  |
|----|--|
| 1  | For soft-link communication and Hardwired interfacing between BOP's PLC/Microprocessor based control system etc, and BTG's DDCMIS all the interfacing hardware such as converters / modem /power supply unit, software etc shall be supplied by <b>BOP EPC supplier scope</b> , wherever both ends or single end are in BOP EPC supplier's scope. <b>BTG's scope will be limited to providing Common Ethernet switch port placed in main Unit CCR.</b> |
| 2  | Complete Communication armored FO cables, signal cables and control cables between BOP's PLC/Microprocessor based control system/JB/MCC etc to BTG's DDCMIS shall be in BOP EPC Vendor's scope.  |
| 3  | All the cables shall be routed through cable trays or GI conduit pipes/HDPE protection pipes in BOP EPC vendor scope.  |
| 4  | In case of redundant communication cables, each cable shall be laid in two separate trays /conduit.  |
| 5  | Supply, engineering, design, Erection, Laying and termination for all cables shall be in BOP EPC vendor scope including preparation of cable schedule, wherever single/one end are in BTG EPC supplier scope.  |
| 6  | For Time Synchronization Signals from BTG's master clock system to BOP's PLC/DCS/Microprocessor based control system etc., all the interfacing hardware such as signal conditioner cards /converters / modem / power supply unit, software etc. shall be supplied by BOP EPC supplier, wherever both ends or single end are in BOP EPC supplier's scope.   |
| 7  | Terminal point with respect to interface with DDCMIS / PLC / Microprocessor System of BOP Scope is the terminal boxes of DDCMIS panel(s) supplied under BTG scope and placed in Central Control Room   |
| 8  | For BOP packages, BOP vendor shall provide necessary JBs also for profibus based instruments.<br>BoP vendor to ensure termination till DCS panel considering all items in his/profibus vendors scope incl PA & DP Cables, splitter , TB etc )  |
| 9  | Any instrument required for measuring and monitoring of BOP packages/ Systems shall be supplied by the BOP vendor including JB and cables, termination to be considered till DCS.  |
| 10 | Control equipment room for common plant systems like Ash handling system, Coal handling system, Water treatment system, Makeup water system etc. shall be near respective MCC. Remote RIO rooms shall be provided as per requirement and their location shall be finalized during detailed engineering.  |
| 11 | BOP packages for which DCS based control is envisaged, DCS panels shall be in Scope of BTG contractor. Corresponding details shall be shared with BOP vendor for accommodation in their layout.  |
| 12 | 3D Modelling of BOP Packages as per specifications.  |











**TENDER NO. BHEL/CPC/SNG/BOP/24/004, Date: 30/03/2024**

**WORK DESCRIPTION:** *PRE-BID TIE-UP/ MOU FOR EXECUTION OF BOP PACKAGES AS PER THE BID DOCUMENT ON EPC BASIS AT SINGARENI THERMAL POWER PROJECT, STAGE-II (1x800 MW), TELANGANA.*

**MEMORANDUM OF UNDERSTANDING (MOU)**

This Memorandum of Understanding ("**MOU**") is entered into on this -----day of -----  
----- at Noida.

**BETWEEN**

BHARAT HEAVY ELECTRICALS LIMITED, a Government of India Undertaking incorporated under the Companies Act, 1956, having its registered office at BHEL House, Siri Fort, New Delhi, hereinafter referred to as ("**BHEL**"), which expression, unless repugnant or contrary to the context thereof, shall mean and include its successors and permitted assigns of the Party of the First Part.

**AND**

M/s <Name of the Successful Bidder>, an existing Company under the Companies Act, 1956/ Partnership Firm, having its registered office at -----  
-----, hereinafter referred to as "**Contractor**" which expression, unless repugnant or contrary to the context, thereof shall mean and include its administrators, successors, heirs, executors and permitted assigns of the Party of the Second Part:

The Parties of the First Part and Second Part are hereinafter collectively referred to as "**Parties**" and individually as "**Party**".

**WHEREAS:**

- A.** Singareni Collieries Company Ltd ("**SCCL**") has invited bids for Coal-fired 1 x 800 MW Super Critical Expansion Unit on Engineering, Procurement & Construction ("**EPC**") basis at Singareni Thermal Power Project Stage-II, Telangana (hereinafter referred to as "**Project**").
- B.** BHEL is in process of submitting an offer to SCCL for the project on EPC basis, which includes BOP PACKAGES along with the works ancillary and incidental thereto, as provided in SCCL Tender (hereafter referred as "**Works**").
- C.** BHEL had floated a Pre - bid tender enquiry bearing reference no. BHEL/CPC/SNG/BOP/24/004, Date: 30/03/2024 (hereinafter referred to as "**Tender**") to invite offers to perform the Works.
- D.** M/s <Name of the Contractor> (hereinafter referred to as "**Contractor**") had submitted their offer for the Works to be carried out for the Project (hereinafter referred to as the "**Offer**").

- E.** After Techno-commercial evaluation of Offers received against the Tender and subsequently opening of price bids, M/s <Name of the Contractor> has emerged as Lowest bidder for the Works for a Lumpsum Contract values of Rs. \_\_\_\_\_(Rupees \_\_\_\_\_).
- F.** Now <Name of the Contractor> has agreed to associate with BHEL as sub-contractor for the Works as specified in the Tender for the Project, and shall not bid directly in the Project for the Works or with any other bidder, bidding for the Project, directly, indirectly or through any of its subsidiary, holding company, partnership firm or in any other manner.
- G.** BHEL do hereby agrees to enter into this Memorandum of Understanding (“**MOU**”) with the Contractor to award the contract to them for carrying out the Works as a sub-contractor of BHEL for the Project, in the event of the Project being awarded to BHEL by SCCL.

**NOW, THEREFORE,** in consideration of the mutual covenants, agreements, representations, warranties and indemnities set forth in this MOU, the sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree on following terms and conditions:

## **1. PURPOSE OF THE MOU:**

BHEL and Contractor desire to enter into this MOU with the purpose of:

- 1.1. Entering into Pre-Bid Tie Up for “Execution of BOP Packages as per bid document on EPC Basis at Singareni Thermal Power Project, Stage-II (1x800 MW), Telangana”.
- 1.2. Submitting detailed proposal by BHEL to SCCL for the said Works of the Project.
- 1.3. To specify the rights and obligations of each Party in performing the Works, till the issue of Letter of Award to the Contractor, if the Project is awarded by SCCL to BHEL.
- 1.4. Negotiating, and entering into Contract Agreement for performance of Works, when the Project is awarded by SCCL to BHEL.

## **2. PRINCIPLES OF AGREEMENT:**

- 2.1. The Tender Document and the resulting contract for the Project shall be binding on both the parties. In case of breach of MOU by contractor, all the consequences including but not limited to Risk & Cost and Suspension of Business dealings as per extant BHEL policy and Tender shall be applicable.
- 2.2. Award of the Works to contractor shall be subject to the approval of Contractor from SCCL.



- 2.3. Nothing contained in this MOU shall constitute or deemed to constitute a partnership, or joint venture between the Parties hereto and neither of the Parties shall have any authority or power (and shall not represent themselves on having such authority or power) to contract in the name of or to undertake any liability or obligation on behalf of the other Party, same in so far as expressly agreed to and provided in this MOU.
- 2.4. There being no sharing of profit or losses, any profit arising to the parties hereto shall be taken credit by the Party causing the profit, any loss shall be borne by the Party causing the loss. The relationship between the parties shall be on an arm's length basis and shall be strictly temporary and nothing contained herein is intended, nor shall it be construed as creating or requiring any other ongoing or continuing relationship or commitment between the Parties.
- 2.5. In the event of the award of the Project to BHEL by SCCL, the Parties agree to carry out the Works as per their respective scope, and General and/or Special and other Conditions forming part of the Tender.
- 2.6. The contractor agrees that while entering MOU, all the terms & conditions of Tender have been fully understood. Any claim, financial and/ or commercial implications arising out of ignorance of any terms & conditions on any grounds whatsoever, shall not be accepted by BHEL later on and BHEL decision shall be final in this regard.

### **3. SCOPE OF WORK:**

- 3.1. The scope of work will be "*Execution of BOP Packages as per bid document on EPC Basis at Singareni Thermal Power Project, Stage-II (1x800 MW), Telangana*" as detailed in Tender no. BHEL/CPC/SNG/BOP/24/004, Date: 30/03/2024.
- 3.2. It is agreed between the parties that, the Parties shall make best efforts to secure award of contract for the project execution from SCCL. The efforts shall include but not limited to *inter-alia* pooling their resources, experiences, special expertise and capabilities available with them and compile technically and commercially optimum proposal, subject to the terms of this MOU.
- 3.3. The Contractor shall promptly provide all relevant technical and commercial information and assistance as required for the purposes of the preparation of the detailed proposal before the due date and for the negotiation of the Tender. Contractor, may be required to attend meeting(s) in connection with the Tender and/or contract either between the parties and / or among the parties and SCCL. Parties shall bear their own expenses for these meetings and any other expenses incidental thereto.

#### **4. VARIATION IN PRICING AND ALTERTION IN TERMS & CONDITIONS**

- 4.1. The Lumpsum price as agreed upon by this MOU, will remain firm for the scope of Works. However, BHEL reserves the right to negotiate with M/s SCCL at any stage to secure the Project, without involving the contractor. Any reduction on the final price for the Project, as agreed by BHEL during negotiations with SCCL, shall be correspondingly applicable to the price agreed upon in the MOU and shall be binding on the Contractor.
- 4.2. No revision in price, save as excepted hereinabove, shall be accepted on account of any implication arising out of but not limited to ignorance, omissions, negligence of technical specifications and/ or tender terms and conditions on the part of contractor.

#### **5. PERFORMANCE OF CONTRACT: LIABILITIES OF THE PARTIES**

- 5.1. BHEL shall not be liable to the Contractor for loss of business opportunity, including but not limited to any direct, indirect, special or consequential loss or damages of any kind whatsoever because of the Project not being awarded to BHEL, cancellation of Project, suspension of Project or for any other reason whatsoever.
- 5.2. The Contractor shall be liable to BHEL for the due performance of its Scope of Work in accordance with the Tender on the basis of which this MOU has been entered.

#### **6. CONFIDENTIALITY**

Parties undertake to treat as confidential, any information which it obtains from the other party in connection with this MOU, to use such information solely for the purpose of the proposal and any resulting contract and to disclose such information only to the extent necessary in connection with this MOU.

#### **7. INDEMNIFICATION**

Parties to the MOU do hereby agrees to henceforth indemnify, to defend and hold harmless the other Party against any and all expenses, claims, losses, costs, deficiencies, liabilities and damages (including related counsel fees and expenses) arising out of or due to;

- 7.1. A breach of any of the representations, warranties or covenants of the party contained in this MOU or
- 7.2. Any default in the performance of any of the covenants or agreements made by the party in this MOU.

Notwithstanding to the termination or expiration of this MOU for any reason whatsoever, the Indemnification Clause shall survive and remain in force.

## **8. DISPUTE RESOLUTION:**

All differences or disputes between the Parties shall be amicably resolved by mutual discussions and by reference of the disputed issues for resolution to the Higher Management of the Parties, failing which by arbitration pursuant to the Arbitration & Conciliation Act 1996, in accordance with the rules there under, as per Tender Specification / contract.

## **9. GOVERNING LANGUAGE & LAW**

9.1. The governing language of the MOU shall be English.

9.2. Correspondence, technical and commercial documents as well as any other information relating to the MOU shall be English.

9.3. This MOU and performance of the Works by the Parties shall be subject to Indian substantive law.

9.4. Jurisdiction: Court of Delhi in India shall have the exclusive jurisdiction for all the disputes pertaining to this MOU.

## **10. TIME PERIOD**

10.1. The MOU shall be valid for a period of 12 (Twelve) months from the date of entering into the MOU. The validity of the MOU can be extended up to further 06 (Six) months by mutual agreement on same terms and conditions

10.2. MOU for the Works shall continue to remain valid until issue of Letter of Award (LOA)" and/or the "Notice to Proceed" to BHEL by SCCL, where BHEL emerges as lowest bidder for the project within the aforesaid period including extended period. The Letter of Award issued to the contractor shall supersede this MOU.

## **11. PRE-BID GUARANTEE**

11.1. The contractor shall furnish a Bid Bond for an amount equal to 01% (One Percent) of the value of the MOU price within 30 days of signing of this MOU.

11.2. The Bid Bond shall be in the form of Bank Guarantee. The Bank Guarantee shall be furnished in accordance with the relevant provisions of the Tender for Bank Guarantees.

11.3. The Contractor shall keep the Bank Guarantee furnished as Bid Bond valid till the period of validity of MOU including extended period if any.

## **12. NOTICE**

All notices pursuant to this MOU shall, except as otherwise specifically provided for be made in writing.

All the communications shall be delivered by prepaid post and to the addresses or such other addresses as either Party may from time to time notify to the other in accordance herewith.

If sent to BHEL:

Bharat Heavy Electricals Limited  
Central Procurement Cell,  
8<sup>th</sup> Floor, BHEL Sadan,  
Plot No. 25, Sector 16A,  
Noida – 201301 (U.P.)

If sent to Contractor:

<Address of the Contractor>

### **13. TERMS OF MOU**

Subject to the provisions of Clause 10 of the MOU, the MOU shall remain in force until superseded by a Contract Agreement executed between the Parties after award of Project to BHEL by SCCL.

Parties hereby confirm their unqualified acceptance of the above terms and conditions evidenced by its signatures on this Memorandum.

IN WITNESS WHERE OF THE parties hereto have caused this MOU to be signed by their respective authorized representatives on the date mentioned here in above.

Place: \_\_\_\_\_

**For Bharat Heavy Electricals Limited**

**For Contractor (Name)**

By

Name :

Designation

### **WITNESS**

1.

2.