

1 X 660 MW SAGARDIGHI EXTN. UNIT-V

BOQ CUM PRICE SCHEDULE FOR CABLE TRAY SUPPORT SYSTEM- GALVANISED (WELDED)

SL. NO.	ITEM CODE	ITEM DESCRIPTION	HSN CODE	UNIT	ORDERED QTY. (LOT-I)	UNIT PRICE (Rs.)	TOTAL PRICE (Rs.)
1.0		CABLE TRAY SUPPORT (HOT DIP GALVANISED STRUCTURAL STEEL)					
(i)	507-33003-A	CABLE TRAY SUPPORT (HOT DIP GALVANISED STRUCTURAL STEEL) - ISA 50X50X6 (GALVANISED)	7308	MT	85		
(ii)	507-33005-A	CABLE TRAY SUPPORT (HOT DIP GALVANISED STRUCTURAL STEEL) - ISMC- 100 (GALVANISED)	7308	MT	50		
(iii)	507-33006-A	CABLE TRAY SUPPORT (HOT DIP GALVANISED STRUCTURAL STEEL) - ISMC- 150 (GALVANISED)	7308	MT	165		

NOTES:

- 1 Quantities indicated above shall be known as Order Quantities. The variation in quantities shall be as per NIT.
- 2 Standard length of ISA/ISMC shall be 5.5 mtr to 6.5 mtrs
- 3 Delivery schedule of LOT-1 and subsequent lots shall be as per NIT.
- 4 The unit price quoted by bidder shall be binding for bidder for quantity variation which is at discretion of purchaser.
- 5 Prices shall remain firm during contract execution.

1019458/2022/PS-PEM-PGI



**PRE-QUALIFICATION REQUIREMENTS FOR CABLE TRAY
SUPPORT SYSTEM - (WELDED) GALVANIZED
PROJECT: 1X660MW SAGARDIGHI EXTN UNIT-V**

PE-PQ-445-507-E002

REVISION NO.00 DATE 06/01/2022

SHEET NO. 1 OF 1

ITEM: STANDARD CHANNELS AND ANGLES (GALVANIZED)

SCOPE: Supply: YES; Erection & Commissioning: NO.

1	Capability of supplying galvanized structural channels and angles for 50 MT per month.
2	Vendor has his own galvanization plant. OR Galvanization of cable tray support - welded type to be done from any BHEL-PEM approved galvanizers.
3	Supplied at least 300MT of galvanized structural channels/ angles in one or more orders and at least 100 MT in a single order.
4	Minimum two (2) nos. purchase orders for cable tray support system- welded type shall be submitted which should not be more than five (5) years old from the date of application for registration or date of techno-commercial bid opening (as applicable) for establishing continuity in business.

Notes (General Points of PQR): -

1. Offers of the JV companies/ Joint Bidders/ bidders having collaboration/ licensing agreement/ MOU/ Indian subsidiaries shall be evaluated as follows:
 - a. If bidder happens to be an Indian subsidiaries of foreign OEM, then the credentials of the foreign OEM can also be considered for meeting PQR.
 - b. If bidder happens to be the Joint Venture Company, then the credentials of any of JV partners can be also considered for meeting PQR.
 - c. If bidder happens to bid jointly with their partner, then credentials of both the partners will be considered for meeting PQR as per distribution of the work. In all such cases, lead bidder as specified in bid documents shall be responsible for overall execution of the contract and all guarantee/ warranty.
 - d. If bidder happens to be the having valid collaboration agreement/ MOU/ licensing agreement with some other company, then the credentials of collaborator/ MOU partner/ licensing company can also be considered for meeting PQR.

Note: If bidder(s) qualifies on the basis of credentials of his principal/ JV partner/ Collaborator/ joint bidder etc., then the principal/ JV partner/ Collaborator/ MOU partner/ joint bidder shall be responsible for overall design vetting and warranty/ guarantee of the package. The scope matrix clearly defining their respective roles including design vetting, manufacturing of critical component, E&C etc. etc. and warranty/ guarantee shall be submitted along with the offer.

2. Bidder to note that the arrangement of bidding (joint bid partners/ collaborator/ MOU partner/ licensing company etc.) once offered to BHEL as a part of bidding documents cannot be changed till the execution of the project.
3. Consideration of offer shall be subject to customer's approval of bidders, if applicable

PREPARED BY:	CHECKED BY:	REVIEWED BY:	APPROVED BY:
NAME: ANJALI DESIGNATION: SR. ENGINEER	NAME: KAVITA GUPTA DESIGNATION: MANAGER	NAME: OMKAR KUMAR DESIGNATION: DGM	NAME: DEBASISA RATH DESIGNATION: DH-ELECT(AGM)

1019458/2022/PS-PEM-PGI



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PE-PQ-445-507-E002

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4. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self- attested English translated document should also be submitted.
5. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.
6. After satisfactory fulfilment of the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of tender.

PREPARED BY:

NAME: ANJALI
DESIGNATION: SR.
ENGINEER

CHECKED BY:

NAME: KAVITA GUPTA
DESIGNATION:
MANAGER

REVIEWED BY:

NAME: OMKAR KUMAR
DESIGNATION: DGM

APPROVED BY:

NAME: DEBASISA RATH
DESIGNATION:
DH-ELECT(AGM)

**WEST BENGAL POWER DEVELOPMENT CO. LTD.
1X660MW SAGARDIGHI TPS, UNIT-5**

VOLUME-II

TECHNICAL SPECIFICATION

FOR

***GALVANISED CABLE TRAY SUPPORT SYSTEM
(WELDED TYPE)***

SPECIFICATION NO: *PE-TS-445-507-E012*

REVISION: 0



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

1019453/2022/PS-PEM-PGI



**TECHNICAL SPECIFICATION FOR
GALVANISED CABLE TRAY SUPPORT
SYSTEM (WELDED TYPE)**

SPECIFICATION NO. PE-TS-445-507-E012

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Total nos. of sheets including cover & separator sheets = 14 sheets

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**TECHNICAL SPECIFICATION FOR
GALVANISED CABLE TRAY SUPPORT
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COMPLIANCE CERTIFICATE

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

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

BIDDER'S STAMP & SIGNATURE

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**TECHNICAL SPECIFICATION FOR
GALVANISED CABLE TRAY SUPPORT
SYSTEM (WELDED TYPE)**

SPECIFICATION NO. PE-TS-445-507-E012

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SECTION – I

SPECIFIC TECHNICAL REQUIREMENTS



**TECHNICAL SPECIFICATION FOR
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SPECIFIC TECHNICAL REQUIREMENTS

1.0 SCOPE OF ENQUIRY

- 1.1 Manufacture, Inspection and Testing at Manufacturer's works, proper packing and delivery to site of Galvanised Cable Tray Support System (Welded Type) conforming to this specification.
- 2.2 It is not the intent to specify herein all the details of design & manufacture of material. However, the material shall, conform in all respects to high standard of design, engineering and workmanship and shall be capable of performing in at continuous commercial operation at site conditions.
- 2.3 Technical requirements of Galvanised Cable Tray Support System (Welded Type) are indicated in Data Sheet-A & Section-II.
- 2.4 The stipulation of Data Sheet-A shall prevail in case of any conflict between the stipulations of Data Sheet-A & Section-II.

3.0 BILL OF QUANTITIES

Quantity requirements shall be as per **Bill of Quantities (BOQ)** of NIT.

4.0 DRAWINGS & DOCUMENTS TO BE SUBMITTED

- 4.1 Following documents shall be submitted after placement of order for BHEL & customer's approval: -

Sl. No.	Drawings / Document Description	Document Number
1	Quality Plan for cable tray support material (Welded Type)	PE-V0-445-507-E907

- 4.2 Drawings/ documents shall be submitted through Document Management System (DMS).

Note: -

It may please be noted that successful bidder is not to make any fresh submittals at contract stage w.r.t. above mentioned drawings/documents. Standard Quality Plan and Datasheet-A as enclosed in the technical specification are to be appended with cover sheet bearing drawing/document number & description as stated above. The signed & stamped copy for the same shall be submitted by successful bidder to BHEL as per document submission schedule enclosed with specification after award of contract without making any changes in the contents of the drawing/document.



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DATA SHEET-A

1.0 APPLICABLE STANDARDS & CODES

- | | | |
|----|----------|---|
| a) | IS: 2062 | For Structural steel. |
| b) | IS: 2629 | For Hot dip galvanising of steel & surface pre-treatment. |
| c) | IS: 2633 | For Testing uniformity of zinc coating. |
| d) | IS: 6745 | For Determination of mass of zinc coating. |
| e) | IS: 1852 | For Rolling & cutting tolerances for hot rolled steel products. |
| f) | IS: 4759 | For Hot dip zinc coating on structural steel & other allied products. |

2.0 GALVANISED CABLE TRAY SUPORT SYSTEM (WELDED):

- | | | |
|----|-----------|--|
| a) | Material: | Hot Rolled Mild Steel as per IS 2062 |
| b) | Make: | SAIL/ TISCO/ RINL / JINDAL STEEL/ JINDAL ISPAT/
BHUSHAN STEEL/ ESSAR/ LLOYD/ IISCO or authorised re-
rollers of SAIL |
| c) | Sizes: | |
| | Channels: | ISMC-100, ISMC-150 |
| | Angles: | ISA 50x50x6 |
| d) | Length: | Standard length of 5.5m to 6.5m. |
| e) | Type: | Hot-dip galvanised |

3.0 SURFACE TREATMENT:

Galvanizing:

- | | | |
|----|---------------------------------|--|
| a) | Pre-treatment: | As per IS 2629 prior to galvanisation |
| b) | Type: | Hot dip galvanization as per IS 2629 |
| c) | Minimum thickness: | 75 microns (minimum)
86 microns (average) |
| d) | Min. weight of:
Zinc deposit | 610 gms. per square meter |
| e) | Tests for galvanizing: | i) Weight of zinc coating as per IS : 6745
ii) Thickness of zinc coating as per IS : 4759
iii) Uniformity of zinc coating as per IS : 2633
iv) Adhesion as per IS: 2629 |

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SECTION-II

STANDARD TECHNICAL REQUIREMENTS



**TECHNICAL SPECIFICATION FOR
GALVANISED CABLE TRAY SUPPORT
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1.0 CODES AND STANDARDS

- 1.1 The material shall comply with all currently applicable safety codes and statutory regulations of India as well as of the locality where the material is to be installed.
- 1.2 The material, construction, manufacture, inspection and testing of Cable Tray Support System (Welded Type) shall conform to the latest revision of relevant standards as per Data Sheet-A.
- 1.3 In case of conflict between the applicable reference standard and this specification, this specification shall govern.

2.0 TECHNICAL REQUIREMENTS

- 2.1 Hot dip galvanised MS channels and angles shall be supplied as per technical particulars of cable tray support system specified in Data Sheet – A.
- 2.2 All finished galvanised MS structural members for cable tray supports shall be free from sharp edges, corners, burs & unevenness.

3.0 QUALITY ASSURANCE, TESTING & INSPECTION

- 3.1 Bidder shall confirm compliance with the BHEL's Standard Quality Plan (PE-QP-999-507-E006 Rev 3) as attached with the specification without any deviations. At contract stage, the successful bidder shall submit the Quality Plan for BHEL/ ultimate customer's approval. In case bidder has reference Quality Plan agreed with ultimate customer, same can be submitted for specific project after award of contract for BHEL/ ultimate customer's approval. There shall be no commercial implication to BHEL on account of minor changes in Quality Plan during contract stage.
- 3.2 All materials shall be procured, manufactured, inspected and tested by vendor/ sub-vendor as per approved Quality Plan.
- 3.3 The supplier shall perform all tests necessary to ensure that the material and workmanship conform to the relevant standards and comply with the requirements of the specification. Charges for all these tests for all the equipments & components shall be deemed to be included in the bid price.

4.0 PACKING

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

5.0 DELIVERY

The delivery shall be as per NIT (Notice Inviting Tender).



**TECHNICAL SPECIFICATION FOR
GALVANISED CABLE TRAY SUPPORT
SYSTEM (WELDED TYPE)**

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6.0 DOCUMENTATION

Documents to be submitted by the bidder along with the bid:-

- a) A copy of sheet “Compliance Certificate” with bidder’s signature & company stamp.
- b) Unpriced copy of “Bill of Quantities (BOQ)” of NIT with bidder’s signature & company stamp.
- c) A copy of sheet “Datasheet-A” with bidder’s signature & company stamp.

1019453/2022/AS PER BQ 	MANUFACTURER/ SUPPLIER NAME & ADDRESS	BIDDER/	STANDARD QUALITY PLAN				SPEC. NO :			DATE:		
	CUSTOMER :					QP NO.: PE-QP-999-507-E006, REV. 03			DATE:08.07.2020			
	PROJECT:					PO NO.:						
	ITEM: CABLE TRAY SUPPORT SYSTEM- WELDED(GALV)				SYSTEM:CABLING		SECTION: II			SHEET 1 OF 3		

Sl. No.	COMPONENTS & OPERATIONS	CHARACTERISTICS	CLAS S	TYPE OF CHECK	QUANTUM OF CHECK		REFERENCE DOCUMENT	ACCEPTANCE NORMS	FORMAT OF RECORD		AGENCY			REMARKS
					M	C/N			9	*	**			
1	2	3	4	5	6		7	8	9	D	M	C	N	

1.0 RAW MATERIAL

1.1	MILD STEEL SECTIONS (CHANNEL & ANGLES)	1. CHEM. & PHY. PROPERTIES	MA	VERIFICATION OF TC'S	100%	-	IS -2062	IS -2062	MILL TC	√	P/V	V	V	Refer Note-1
		2.DIMENSIONS	MA	MEASUREMENT	100%	-	IS - 808	IS - 808	QC RECORD		P	-	-	
		3.SURFACE FINISH	MA	VISUAL	100%	-	IS-1079	IS-1079	QC RECORD		P	-	-	
1.2	ZINC	CHEM.COMP.	MA	CHEM TEST	EACH HEAT	-	IS-209	IS-209	TC	√	P/V	V	V	

2.0 IN-PROCESS

2.1	CUTTING	1.DIMENSIONS	MA	MEASUREMENT	100%	-	Refer remarks	Refer remarks	QC RECORD	√	P	V	V	Refer note-2
		2. WELDING QUALITY (IF APPLICABLE)	MA	VISUAL	100%	-	ASME SEC. IX	ASME SEC. IX	QC RECORD	√	P	V	V	Refer Note-3
		3.SURFACE FINISH	MA	VISUAL	100%	-	-	FREE FROM DEFECTS & SLAG	QC RECORD	√	P	V	V	
2.2	SURFACE PREPARATION	1.CLEANING, PICKLING & RINSING & FLUXING	MA	VISUAL	100%	-	IS:2629	IS:2629	QC RECORD		P	-	-	
		2. SURFACE FINISH	MA	VISUAL	100%	-	IS:2629	IS:2629	QC RECORD		P	-	-	
2.3	GALVANIZING	1.TEMPERATUR E OF ZINC BATH	MA	MEASUREMENT	CONTI NUOUS	-	IS-2629	IS-2629	QC RECORD		P/V	-	-	Refer Note-4
		2.DROSS	MA	VISUAL	PERIO DIC	-	IS-2629	IS-2629	QC RECORD		P/V	-	-	
		3.RATE OF IMMERSION	MA	VISUAL	100%	-	IS 2629	IS 2629	QC RECORD		P/V	-	-	
		4. SURFACE FINISH	MA	VISUAL	100%	-	IS 2629	FREE FROM BURRS, ROUGHNESS,	QC RECORD		P/V	-	-	

BHEL

ENGINEERING		QUALITY	
Sign & Date	Name	Sign & Date	Name
Prepared by:	MANOJ KUMAR MEENA	Checked by:	KUNAL GANDHI
Reviewed by:	MANISH SHUKLA	Reviewed by:	R. K. JAISWAL

BIDDER/ SUPPLIER

Sign & Date	Seal

FOR CUSTOMER REVIEW & APPROVAL

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

(LIST OF BHEL PEM APPROVED GALVANIZERS)

SL NO.	VENDOR NAME	ADDRESS
1	Jenco Industrial Corporation	Chincholi Bunder Khkar Road Near Link Road Devruwadi Malad (W) Mumbai 400064
2	National Galvanizing Company	66, Barrackpore Kamarhatt Trunck Road Calcutta-700058
3	Sigma Galvanising Pvt. Ltd.	Plot No.C-169, TTC, MIDC Ind Area Navin Mumbai-400705
4	B.P. Projects PVT LTD	167A, Vivekananda Road Kolkata-700006
5	Standard Galvanisers	Makardah Road, Kabar Para, Bankra, Howarah -711403
6	Steel Products	National Highway No. 6, Chamrail, Kona, Howrah-711114
7	Unitech Fabricators & Engineers Pvt. Ltd.	Village- Ajab Nagar, P.O. -Molla Simlla, P.S. - Singur, Dist - Hoogly, Pin-712223
8	Shivam Engineers & Fabricators	A0-282-284, Industrial Area, South Side of G.T. Road, Ghaziabad, U.P.
9	B.G. Shirke Construction Technology Pvt. Ltd	72-76, Mundhawa, Pune - 401 036
10	Galbro Ispat Galvanizers Pvt. Ltd.	GUT 11 AND 12, OPP. Kudus Steel,Rolling Mill, Wada, Thane , Mumbai
11	Eros Metals	G-97, MIDC, Bhutibori , Nagpur
12	Industrial Perforation (India) Pvt. Ltd.	Ganganagr, Katakhal, Kolkata-700132
13	Indmark Formtech Pvt. Ltd.	Phase - 3, E - 11 / 1, M. I. D. C., Chakan, Pune - 410 501, Maharashtra, India.
14	Namdhari Industrial Traders Pvt. Ltd.	Village Latton Dana, Chandigarh Road, Ludhiana
15	Neha Galvaniser	Jalan Industrial Estate, Gate No-1, 1st Right Choise Lane, Near N.G-6, Jangalpur, PO Domjur Howrah - 700071, West Bengal, India
16	Patny Systems (P) Ltd.	Unit-IV, Sy No. -228/9, Plot No. 6, IP Kuchavaram, Toopran(M) Dist.- Medak, Telegana - 502336

SL NO.	VENDOR NAME	ADDRESS
17	Parmar Metal Company	Survey No.207,Veraval (Shapar) Dist. Rajkot, India.
18	Rukmani Electrical & Components Pvt Ltd	Urla Industrial Area, Urla Sarora Road, Raipur– 493 221 (Chhattisgarh)
	Rukmani Fab & Gal Pvt Ltd	Shankharidaha Baniyarah, Jalan Industrial Complex, Gate no.3, Lane no. 4, Domjur, Howrah , W.B .- 711411
19	DMP Projects Pvt.Ltd.	Dulagarh Industrial Park , PS-Sankrail , Howrah -711302
20	Vinfab Engineers India Private Limited	Gut no. 224/1 &2 Bhiwandi Wada State Highway, Village khupri, Dist. Thane, Maharashtra -421303
21	Saral Projects & Processors	B-1, Industrial Area, Site-II, Amawan Road Rae Bareli
22	Brahampuri Steels Limited	172 (F) Industrial Area, Jhotwara, Jaipur-302013
23	Indiana Gratings PVT. LTD	F-5, MIDC Jejuri, Pune-412 303
24	M/s AVAIDS TECHNOVATORS PVT. ITD.	131, MATSYA INDUSTRIAL AREA, ALWAR RAJASTHAN

NOTES:

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

	<u>Price Variation Formulae</u>	ANNEXURE-A
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Prices shall be variable as per following PVC formulae: -

Cable Tray Support System-Welded	
$P = P_o/100 (11 + 57 (SBIR/SBIR_o) + 9 (Zn/Zn_o) + 23 (W/ W_o))$	Indices to be taken from IEEMA Circular (IEEMA(PVC)/TLT- 2014/_/_) for the applicable month.

Wherein,

P = Price payable as adjusted in accordance with the above formula.

P_o = Price quoted/confirmed.

SBIR_o = Price of Steel Billets- Retail (refer notes)
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.

Zn_o = Price of Electrolytic high grade zinc (refer notes)
This price is as applicable on the 1st working day of the month, one month prior to the date of tendering.

W_o = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100) (Refer notes)
This index number is as applicable on the first working day of the month, **three months** prior to the date of tendering.

SBIR = Price of Steel Billets-Retail (refer notes)
This price is as applicable on the 1st working day of the month, two 'months prior to the date of delivery.

Zn = Price of Electrolytic high grade zinc (refer notes)
This price is as applicable on the 1st working day of the month, two months prior to the date of delivery.

W = All India average consumer price index number for industrial workers, as published by the Labour Bureau, Ministry of Labour, Govt. of India (Base: 2016 = 100) (refer notes)
This index number is as applicable on the first working day of the month, **four months** prior to the date of delivery.

The date of delivery is the date on which the materials are notified as being ready for inspection/dispatch (in the absence of such notification, the date of manufacturer's dispatch note is to be considered as the date of delivery) or the contracted delivery date (including any agreed extension thereto), whichever is earlier.



Price Variation Formulae

ANNEXURE-B

Notes:

- (a) All prices of raw materials are exclusive of modvatable excise/CV duty amount and exclusive of any other central, state or local taxes; octroi etc.
- (b) All prices are as on first working day of the month.
- (c) PVC ceiling limit shall be positive (+ve) 20% and negative (-ve) unlimited.

1X660 MW WBPDCS SAGARDIGHI EXTN UNIT V : CABLE TRAY SUPPORT SYSTEM - GALVANISED (WELDED)

ANNEXURE-A TO NIT DELIVERY SCHEDULE

Sl. No.	Package Code	Package name	DEPTT	BHEL Drawing No	Drawing Title	Primary/Secondary	BHEL Inputs	Drg Sch for Vendors	Delivery Terms for Supply Portion
1	507-33000-A	CABLE TRAY SUPPORT SYSTEM (WELDED GALVANISED)	ELECT	PE-V0-445-507-E907	QUALITY PLAN FOR CABLE TRAY SUPPORTS [WELDED TYPE]	Primary		R-0 within 14 days from PO & subsequent revisions within 10 days of comments received from BHEL.	<p>For Lot-1 : Within Four (04) months from date of CAT-1 approval of Primary drawing/documents, subjected to drawing/document submission/re-submission schedule as stipulated, in case of any delay in submission/re-submission of Primary drawing/documents, then same shall be reduced from the given delivery period.</p> <p>For Subsequent Lots : Within 3 months from Lot clearance by BHEL.</p>

Following notes are an integral part of NIT delivery schedule :

- a. The end period specified is for completion of the deliveries. Deliveries to start progressively so as to meet the completion schedule.
- b. The delivery conditions specified are for contractual LD purposes, however BHEL may ask for early deliveries without any compensation thereof.
- c. Non-applicable drawings shall be decided during bid evaluation of the package.
- d. Wherever schedule of drawings/documents submission / re-submission is stipulated in the Technical Specifications, same shall be superseded by delivery specified in NIT.

ANNEXURE I
1 X 660 MW WBPDCS SAGARDIGHI EXTN UNIT V

GeM BID NO. -----, Dt:- --

Letter head of Company

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding local content

Dear Sir,

We hereby certify that items offered by us of ----- for **1 X 660 MW WBPDCS SAGARDIGHI EXTN UNIT V** meets the requirement of minimum local content in line with clause no. -- of NIT and the Public Procurement (Preference to Make in India), Order 2017 dated-15.06.2017, 28.05.2018, 29.05.2019, 04.06.2020 & 16.09.2020. The Percentage (%) of Local content is%.

We further confirm that details of location at which the local value addition is made will be our registered works at ----- (address of the works)

Yours very truly

----- (authorized signatory of company)

----- (firm name)

authorized signatory
of company

1 X 660 MW WBPDCS SAGARDIGHI EXTN UNIT V

GeM BID NO. -....., Dt:-

ANNEXURE -II (INSTRUCTIONS TO PACKING LIST)

For faster verification of bills, successful bidder to submit detailed Bill of Material (BOM) at the time of drawings/ documents submission after placement of PO. Each item of the BOM to be uniquely identified with item code no. or item Sl. No. Supplier to ensure that all items which will find separate mention in the packing list are covered in this detailed BOM.

Supplier to also give the following undertaking in the BOM:

“The BOM provided herewith completes the scope (in content and intent) of material supply under PO No. Dated Any additional material which may become necessary for the intended application of the supplied items/package will be supplied free of cost in most reasonable time.

Packing List must indicate:

- a) Packing size
- b) Gross weight and net weight of each package
- c) Contents of the package with cross reference to BOM item code no. / Sl. No.
- d) Quantity of each items separately.

The packing list must cover all the BOM items.

Supplier to give following undertaking in the packing list:

The Packing list provided herewith is as per BOM approved under PO No. ----

ANNEXURE III
1 X 660 MW WBPDC SAGARDIGHI EXTN UNIT V

GeM BID NO. -....., Dt:-

Letter head of Company

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector -16A, Noida (U.P)-201301

Subject: - Certification regarding Land Border

Dear Sir,

I have read the clause regarding restrictions of procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s (Organization name) is not from such a country and is eligible to be considered.

Note :- Bidder is requested to furnish the above undertaking on company letterhead from the highest competent authority at your end (i.e Owner, partner, CMD, Director, company secretariat etc.).

Yours very truly

..... (authorized signatory of company)

..... (firm name)

authorized signatory
of company

ANNEXURE R :- RISK & COST PURCHASE

DEFAULT/ BREACH OF CONTRACT, INSOLVENCY AND RISK PURCHASE

In case of delays (beyond the maximum late delivery period as per LD clause) in supplies, or if there be defective supplies or non-fulfilment of any other terms and conditions of the Contract as enumerated subsequently in this clause, then, without prejudice to its right to recover any expenses, losses or damages to which the Buyer may be put to incur or sustain by reason of the Seller/Contractor's default or breach of Order/Contract or to suspend business dealings with the Seller/Contractor in terms of the Buyers' Guidelines for Suspension of Business Dealings as applicable from time to time, the Buyer shall also be entitled to cancel the Order/ Contract either in whole or portion thereof without compensation to Seller. On the occurrence of any of the acts/omissions mentioned below, the Buyer may if it so desires, procure upon such terms and in such manner as deemed appropriate, plant/ equipment/ stores not so delivered or others of similar description where plant/ equipment/ stores exactly complying with particulars are not, in the opinion of the Buyer (which shall be final), readily procurable, at the risk and cost of the Seller.

The Seller shall be liable to the Buyer for any excess costs incurred thereof and the Seller shall continue the performance of the Order/Contract to the extent not cancelled under the provisions of this clause. The Seller shall on no account be entitled to any gain on such repurchases. If the Bidder does not agree to this Risk Purchase clause, BHEL reserves the right to reject the bid/offer of the Bidder.

The order/contract may be cancelled in whole or part thereof and Risk & Cost Clause in line with terms and conditions of PO/Contract may be invoked by the Buyer in any of the following cases:

- i. If the Seller/Contractor fails to deliver the goods or materials or any installment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/services vis-à-vis delivery/execution timeline as stipulated in the contract, backlog attributable to the Seller including unexecuted portion of supply does not appear to be executable within balance period available;
- ii. delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications/execution methodology;
- iii. withdrawal from or repudiation/abandonment of the supply/services by the Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the order/Contract either in whole or in part or otherwise fails to perform the Order/Contract.

- iv. Non supply by the Seller within scheduled completion/delivery period as per contract or as extended from time to time for reasons attributable to the Seller;
- v. Termination of Contract on account of any other reason(s) attributable to the Seller.
- vi. Assignment, transfer, sub-letting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
- vii. If the Seller be an individual or a Sole Proprietorship, in the event of death or insanity of the Seller.
- viii. If the Seller/Contractor being an individual or if a partnership firm thereof, shall at any time be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
- ix. If the Seller/Contractor being a Company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager
- x. Non- Compliance to any contractual condition or any other default attributable to the Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

BHEL's right to go for Risk and Cost, Calculation of Risk and Cost amount & LD, recovery options to BHEL are given in detail in Annexure-V hereto.

ANNEXURE-V

(RISK AND COST CLAUSE)

1. BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor *after due notice of a period of 14 days' by BHEL* in any of the following cases:
- i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-a-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;
 - ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;
 - iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;
 - iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;
 - v) Termination of Contract on account of any other reason (s) attributable to Seller.
 - vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.
 - vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;
 - viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;
 - ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;
 - x) Non-compliance to any contractual condition or any other default attributable to Seller.

1.1 Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

1.2 * Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

1.3 LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with LD clause no. 16 of GCC, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract" is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed work till the time of termination of contract = X
- iii. Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv. Delay in executed work attributable to contractor i.e. $T2 = [1-(X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor.

2. Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

- a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.
- b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.
- c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

|

INTEGRITY PACT**Between**

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

and

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

Preamble

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

_____ (hereinafter referred to as "Contract"). The Principal values full compliance with all relevant laws of the land, rules and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder(s)/ Contractor(s).

In order to achieve these goals, the Principal will appoint panel of Independent External Monitor(s) (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

- 1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - 1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - 1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - 1.1.3 The Principal will exclude from the process all known prejudiced persons.
- 1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 2.1 The Bidder(s)/ Contractor(s) commit himself to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commits himself to observe the following principles during participation in the tender process and during the contract execution.

- 2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- 2.1.2 The Bidder(s)/ Contractor(s) will not enter with other Bidder(s) into any illegal or undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
- 2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant Indian Penal Code (IPC) and Prevention of Corruption Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- 2.1.4 Foreign Bidder(s)/ Contractor(s) shall disclose the name and address of agents and representatives in India and Indian Bidder(s)/ Contractor(s) to disclose their foreign principals or associates. The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- 2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- 2.3 The Bidder(s)/ Contractor(s) shall not approach the Courts while representing the matters to IEMs and shall await their decision in the matter.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/ Contractor(s), before award or during execution has committed a transgression through a violation of Section 2 above, or acts in any other manner such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/ Contractor(s) from the tender process, terminate the contract, if already awarded, exclude from future business dealings and/ or take action as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 4 - Compensation for Damages

- 4.1 If the Principal has disqualified the Bidder (s) from the tender process before award / order acceptance according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 4.2 If the Principal is entitled to terminate the Contract according to Section 3, or terminates the Contract in application of Section 3 above, the Bidder(s)/ Contractor (s) transgression through a violation of Section 2 above shall be construed breach of contract and the Principal shall be entitled to demand and recover from the Contractor an amount equal to 5% of the contract value or the amount equivalent to Security Deposit/ Performance Bank Guarantee, whichever is higher, as damages, in addition to and without prejudice to its right to demand and recover compensation for any other loss or damages specified elsewhere in the contract.

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 (three) years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason or action can be taken as per the separate "Guidelines on Banning of Business dealings with Suppliers/ Contractors", framed by the Principal.

Section 6 - Equal treatment of all Bidder (s)/ Contractor (s) / Sub-contractor (s)

- 6.1 The Principal will enter into Integrity Pacts with identical conditions as this Integrity Pact with all Bidders and Contractors.
- 6.2 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor(s) and ensure that all Sub-contractors also sign the Integrity Pact.
- 6.3 The Principal will disqualify from the tender process all Bidders who do not sign this Integrity Pact or violate its provisions.

Section 7 - Criminal Charges against violating Bidders/ Contractors /Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible panel of Independent External Monitor (s) (IEMs) for this Integrity Pact. The task of the IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Integrity Pact.
- 8.2 The IEMs are not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The IEMs shall be provided access to all documents/ records pertaining to the Contract, for which a complaint or issue is raised before them as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 8.4 The Principal will provide to the IEMs sufficient information about all meetings among the parties related to the Contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the IEMs the option to participate in such meetings.

- 8.5 The advisory role of IEMs is envisaged as that of a friend, philosopher and guide. The advice of IEMs would not be legally binding and it is restricted to resolving issues raised by a Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some Bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.
- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of Contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to the CMD, BHEL at the earliest. They may also send their report directly to the CVO, in case of suspicion of serious irregularities requiring legal/ administrative action. Only in case of very serious issue having a specific, verifiable Vigilance angle, the matter should be reported directly to the Commission. IEMs will tender their advice on the complaints within 30 days.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the IEMs and its terms and conditions.
- 8.9 IEMs should examine the process integrity, they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the Principal should be looked into by the CVO of the Principal.
- 8.10 If the IEMs have reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code / Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEMs may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 After award of work, the IEMs shall look into any issue relating to execution of Contract, if specifically raised before them. As an illustrative example, if a Contractor who has been awarded the Contract, during the execution of Contract, raises issue of delayed payment etc. before the IEMs, the same shall be examined by the panel of IEMs. Issues like warranty/ guarantee etc. shall be outside the purview of IEMs.
- 8.12 However, the IEMs may suggest systemic improvements to the management of the Principal, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.
- 8.13 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Integrity Pact shall be operative from the date this Integrity Pact is signed by both the parties till the final completion of contract for successful Bidder, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.
- 9.2 If any claim is made/ lodged during currency of this Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This Integrity Pact is subject to Indian Laws and exclusive jurisdiction shall be of the competent Courts as indicated in the Tender or Contract, as the case may be.
- 10.2 Changes and supplements as well as termination notices need to be made in writing.
- 10.3 If the Bidder(s)/ Contractor(s) is a partnership or a consortium or a joint venture, this Integrity Pact shall be signed by all partners of the partnership or joint venture or all consortium members.
- 10.4 Should one or several provisions of this Integrity Pact turn out to be invalid, the remainder of this Integrity Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 10.5 Only those bidders / contractors who have entered into this Integrity Pact with the Principal would be competent to participate in the bidding. In other words, entering into this Integrity Pact would be a preliminary qualification.
- 10.6 In the event of any dispute between the Principal and Bidder(s)/ Contractor(s) relating to the Contract, in case, both the parties are agreeable, they may try to settle dispute through Mediation before the panel of IEMs in a time bound manner. In case, the dispute remains unresolved even *after mediation by the panel of IEMs, either party may take further action as the terms & conditions* of the Contract. The fees/expenses on dispute resolution through mediation shall be shared by both the parties. Further, the mediation proceedings shall be confidential in nature and the parties shall keep confidential all matters relating to the mediation proceedings including any settlement agreement arrived at between the parties as outcome of mediation. Any views expressed, suggestions, admissions or proposals etc. made by either party in the course of mediation shall not be relied upon or introduced as evidence in any further arbitral or judicial proceedings, whether or not such proceedings relate to the dispute that is the subject of mediation proceedings. Neither of the parties shall present IEMs as witness in any Alternative Dispute Resolution or judicial proceedings in respect of the dispute that was subject of mediation.

For &

Ashish
आशीष कुमार गुप्ता
प्रबंधक (पीजी-1)
बी.एच.ई.एल./पी.ई.एम. नोएडा

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

Place

Date

Witness:

Ashutosh Sharma
आशुतोष शर्मा / Ashutosh Sharma
एन प्रसन्न (पीजी-1)/Dy. Manager (P.G-1)
भारत हेवी इलेक्ट्रिकल्स लिमिटेड / Bharat Heavy Electricals L.
पावर सेक्टर-प्रियोजना अभियांत्रिकी प्रबंधन
Power Sector-Project Engineering Management
पीजीईएमई बिल्डिंग, एच.आर.डी.आई. एवं ईएसआई कॉम्प्लेक्स
PPEI Bldg, H.R.D.I. & ESI Complex,
प्लॉट नं. 25, सेक्टर 18 ए, नोएडा - 201301
Plot No. 25, Sec. 18 A, Noida - 201301

Witness: _____
(Name & Address) _____