

# **E-TENDER SPECIFICATION**

**E-Tender Specification Number: BHE/PW/PUR/BWT6-CABLING/2469**

**For**

**CABLING PACKAGE FOR BHUSAWAL TPS, UNIT-6, 1x660 MW, MAHAGENCO PROJECT.**

## **VOLUME I – TECHNICAL BID**

**THIS TENDER SPECIFICATION CONSISTS OF:**

<b>Notice Inviting Tender</b>	
<b>Volume-IA</b>	<b>Technical Conditions of Contract</b>
<b>Volume-IB</b>	<b>Special conditions of Contract</b>
<b>Volume-IC</b>	<b>General conditions of Contract</b>
<b>Volume-ID</b>	<b>Forms &amp; Procedures</b>
<b>Volume-IE</b>	<b>TECHNICAL DETAILS &amp; DOCUMENTS/ DRAWINGS</b>
<b>Volume II</b>	<b>Price Bid</b>

**Bharat Heavy Electricals Limited**



*(A Government of India Undertaking)*  
Power Sector - Western Region  
345-Kingsway, Nagpur-440001

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Volume No	Description	Hosted in website bhel.com (Briefly) and detailed in BHEL e-Procurement Portal as files titled
NIL	Tender Specification Issue Details	(Part of <b><u>Vol-IA-2469</u></b> )
NIL	Notice Inviting Tender	(Part of <b><u>Vol-IA-2469</u></b> )
I-A	Technical Conditions of Contract	Vol-I-A-2469
I-B	Special Conditions of Contract	Vol-I-BCD-2469
I-C	General Conditions of Contract	(Part of Vol-I-BCD-2469)
I-D	Forms & Procedures	(Part of Vol-I-BCD-2469)
I-E	Technical Specifications and Plot Plan	Vol-IE-2469
II	Price Bid Specification as specified in E-Procurement Portal	Volume-II-2469

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**For**

**CABLING PACKAGE FOR BHUSAWAL TPS, UNIT-6, 1x660 MW, MAHAGENCO PROJECT.**

**EARNEST MONEY DEPOSIT: Refer Notice Inviting Tender**

**LAST DATE FOR                      Refer Notice Inviting Tender  
TENDER SUBMISSION**

**THESE TENDER SPECIFICATION DOCUMENTS CONTAINING VOLUME-I AND VOLUME- II ARE ISSUED TO:**

**M/s. ....**

**.....**

**PLEASE NOTE:  
THESE TENDER SPECS DOCUMENTS ARE NOT TRANSFERABLE.**

**For Bharat Heavy Electricals Limited**

**AGM (Purchase)**

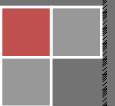
**Place: Nagpur**

**Date:**

2469

# NOTICE INVITING TENDER

Bharat Heavy Electricals Limited



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

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Date: 08/09/2021

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

**NOTE: BIDDER MAY DOWNLOAD/ UPLOAD THE TENDER/ OFFER FROM/ON BHEL E-PROCUREMENT PORTAL → <https://eprocurebhel.co.in>**

**To,**

Dear Sir/Madam,

**Sub : NOTICE INVITING E-TENDER**

Sealed offers in two part bid system (National competitive bidding (NCB) or International Competitive Bidding (ICB) 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**

S No.	ISSUE	DESCRIPTION	
i	E-TENDER NUMBER	BHE/PW/PUR/BWT6-CABLING/2469	
ii	Broad Scope of job	CABLING PACKAGE FOR BHUSAWAL TPS, UNIT-6, 1x660 MW, MAHAGENCO PROJECT.	
iii	DETAILS OF TENDER DOCUMENT		
A	Volume-IA	Technical Conditions of Contract (TCC) consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of Quantities, Terms of payment, etc	Applicable
B	Volume-IB	Special Conditions of Contract (SCC)	Applicable
C	Volume-IC	General Conditions of Contract (GCC)	Applicable
D	Volume-ID	Forms and Procedures	Applicable
F	Volume-II	Price Bid as specified in E-Procurement Portal	Applicable
iv	Issue of Tender Documents	<b>Tender documents will be available for downloading from BHEL website (<a href="http://www.bhel.com">www.bhel.com</a>) or e-procurement portal (<a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>) as per schedule below:</b> <b>Start :08/09/2021, Time :15:00</b> <b>Closes : 22/09/2021, Time : 13:00</b> Brief information of the tenders shall also be available at central public procurement portal. ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> )	Applicable
v	DUE DATE & TIME OF OFFER SUBMISSION	<b>Date: 22/09/2021, Time: 13.00 Hrs</b> • Place: on E-Tender Portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a>	Applicable
vi	OPENING OF TENDER (Techno-Commercial Bid)	<b>Date: 22/09/2021, Time: 17.00 Hrs</b> Notes: (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer	Applicable

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S No.	ISSUE	DESCRIPTION	
		submission and opening of tenders get extended to the next working day. (2) Bidder may depute representative to witness the opening of tender. For e-Tender, Bidder may witness the opening of tender through e-Procurement portal only.	
vii	EMD AMOUNT	<b>EMD Waived</b>  <b>Important Note: Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC.</b> <b>Please Submit Bid Security Declaration Form (Annexure-13)</b>	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	One day before due date of offer submission. Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: P R Chiwarkar Designation: GM Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Phone: Landline: +91-712-2858-633 Email :prchiwarkar@bhel.in Fax: +91-712-2858600 2) Name: Tapish Kumar Designation: Dy Manager Deptt: Purchase Address: Floor no. 5 & 6, Shree Mohini Complex, 345 Kingsway, Nagpur-440001 Phone: Land Line: +91-712-2858732 Email :tapishkhandelwal@bhel.in Fax: +91-712-2858600	Applicable
x	SCHEDULE OF Pre Bid Discussion (PBD)		Not Applicable
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Sh. Arun Chandra Verma, IPS (Retd.) and Sh Virendra Bahadur Singh, IPS (Retd.)	Applicable
xii	Latest updates	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc to Tender Specifications will be hosted in BHEL webpage ( <a href="http://www.bhel.com">www.bhel.com</a> --> Tender Notifications → View Corrigendum), Central Public Procurement portal ( <a href="https://eprocure.gov.in/epublish/app">https://eprocure.gov.in/epublish/app</a> ) & on e-tender portal <a href="https://eprocurebhel.co.in">https://eprocurebhel.co.in</a> and not in the newspapers. Bidders to keep themselves updated with all such information.	

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- 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 Not Used
- 4.0 Unless specifically stated otherwise, bidder shall deposit EMD as per clause 1.9 of General Conditions of Contract.

For Electronic Fund Transfer the details are as below:-

NAME OF THE BENEFICIARY	BHARAT HEAVY ELECTRICALS LTD
ADDRESS OF THE COMPANY	5 <sup>th</sup> Floor, SHREE MOHINI COMPLEX 345, KINGSWAY,NAGPUR
NAME OF BANK	STATE BANK OF INDIA
NAME OF BANK BRANCH AND BRANCH CODE	SBI,NAGPUR MAIN BRANCH ,CODE-00432
CITY	NAGPUR
ACCOUNT NUMBER	40227423158
ACCOUNT TYPE	MC-C C Clean (C&I)
IFSC CODE OF THE BENEFICIARY BANK BRANCH	SBIN0000432
MICR CODE OF THE BANK BRANCH	440002002

(Note -: In case of E-Tenders, 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.

**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. Technical Tender (UN priced Tender)**

All Technical details (e.g. Eligibility Criteria requested (as mentioned below)) should be attached in e-tendering module, failing which the tender stands invalid & may be REJECTED. Bidders shall furnish the following information along with technical tender (preferably in pdf format):

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

**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.

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- 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**)

BHEL has finalized the e-procurement service Provider:-

**NIC PORTAL (<https://eprocurebhel.co.in>)**

**For E-PROCUREMENT ASSISTANCE & TRAINING, NIC PORTAL HELPDESK CONTACTS AS PER FOLLOWING:**

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

**0120-4001 002**

**0120-4200 462**

**0120-4001 005**

**0120-6277 787**

**1. Peter Raj, NIC, Ph: 9942069052**

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

**Other details/update yourself from : <https://eprocurebhel.co.in>**

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 contact details of the DSC certifying authority:-

please refer <http://www.mca.gov.in/> → MCA SERVICES → DSC SERVICES

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

**Procedure for Submission of Tenders (To be used in case of Paper bid only):** The Tenderers must submit their Tenders to Officer inviting Tender, as detailed below:



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

6.0 The contents for ENVELOPES and the superscription for each sealed cover/Envelope are as given below. **(All pages to be signed and stamped) (To be used in case of Paper bid only):**

Sl.no.	Description	Remarks
	<b>Part-I A</b>	
	<b><u>ENVELOPE – I superscribed as:</u></b> <b><u>PART-I (TECHNO COMMERCIAL BID)</u></b> <b><u>TENDER NO:</u></b> <b><u>NAME OF WORK:</u></b> <b><u>PROJECT:</u></b> <b><u>DUE DATE OF SUBMISSION:</u></b>  <b><u>CONTAINING THE FOLLOWING:-</u></b>	
i. —	Covering letter/Offer forwarding letter of Tenderer.	
ii. —	Duly filled-in 'No Deviation Certificate' as per prescribed format to be placed after document under sl no (i) above.  <b><u>Note:</u></b> <ul style="list-style-type: none"> <li>a. In case of any deviation, the same should be submitted separately for technical &amp; commercial parts, indicating respective clauses of tender against which deviation is taken by bidder. The list of such deviation shall be placed after document under sl no (i) above. It shall be specifically noted that deviation recorded elsewhere shall not be entertained.</li> <li>b. BHEL reserves the right to accept/reject the deviations without assigning any reasons, and BHEL decision is final and binding. <ul style="list-style-type: none"> <li>i). In case of acceptance of the deviations, appropriate loading shall be done by BHEL</li> <li>ii). In case of unacceptable deviations, BHEL reserves the right to reject the tender</li> </ul> </li> </ul>	
iii. —	Supporting documents/ annexure/ schedules/ drawing etc. as required in line with Pre-Qualification criteria.  It shall be specifically noted that all documents as per above shall be indexed properly and credential certificates issued by clients shall distinctly bear the name of organization, contact ph. no, FAX no, etc.	
iv. —	All Amendments/Correspondences/Corrigenda/Clarifications/Changes/ Errata etc. pertinent to this NIT.	
v. —	Integrity Pact Agreement (Duly signed by the authorized signatory)	If applicable
vi. —	Duly filled-in annexures, formats etc. as required under this Tender Specification/NIT	
vii. —	Notice inviting Tender (NIT)	
viii. —	Volume – I A : <u>Technical Conditions of Contract (TCC)</u> consisting of Scope of work, Technical Specification, Drawings, Procedures, Bill of	

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	Quantities, Terms of payment, etc.	
ix. —	Volume – I B : Special Conditions of Contract (SCC)	
x. —	Volume – I C : General Conditions of Contract (GCC)	
xi. —	Volume – I D : Forms & Procedures	
xii. —	Volume – II (UNPRICED – without disclosing rates/price, but mentioning only 'QUOTED' or 'UNQUOTED' against each item	
xiii. —	Any other details preferred by bidder with proper indexing.	

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

	<b>PART-II</b>	
	<b><u>PRICE BID</u></b> consisting of the following shall be enclosed	
	<b><u>ENVELOPE-III</u></b> superscribed as: PART-II (PRICE BID) TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:  <b><u>CONTAINING THE FOLLOWING</u></b>	
i	Covering letter / Offer forwarding letter of Tenderer enclosed in Part-I	
ii	Volume II – PRICE BID ( Duly Filled in Schedule of Rates – rate/price to be entered in words as well as figures)	

	<b>OUTER COVER</b>	
	<b><u>ENVELOPE-IV (MAIN ENVELOPE / OUTER ENVELOPE)</u></b> superscribed as: TECHNO-COMMERCIAL BID, PRICE BID & EMD TENDER NO: NAME OF WORK: PROJECT: DUE DATE OF SUBMISSION:  <b><u>CONTAINING THE FOLLOWING:</u></b>	
i	○ Envelopes I ○ Envelopes II ○ Envelopes III	

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- **SPECIAL NOTE: All documents/ annexures to be submitted should be uploaded in respective places in the E-Tender portal as per the list mentioned given in this NIT. BHEL shall not be responsible for any in-complete documents.**

7.0 Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.

8.0 BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).

9.0 **Assessment of Capacity of Bidders:**  
**Bidder's capacity for executing the job under tender shall be assessed 'LOAD' wise and 'PERFORMANCE' wise as per the following:**

- I. **LOAD:** Load takes into consideration **ALL** the contracts of the Bidder under execution with BHEL Regions, irrespective of whether they are similar to the tendered scope or not. The cut off month for reckoning 'Load' shall be the 3<sup>rd</sup> Month preceding the month corresponding to the 'latest date of bid submission', in the following manner -  
**(Note:** For example, if latest bid submission is in Jan 2017, then the 'load' shall be calculated up to and inclusive of Oct 2016)

Total number of Packages in hand = Load (P)

Where 'P' is the sum of all unit wise identified packages (refer table-1) under execution with BHEL Regions as on the cut off month defined above, including packages yet to be commenced, excepting packages which are on Long Hold.

- II. **PERFORMANCE:** Here 'Monthly Performance' of the bidder for all the packages (under execution/ executed during the 'Period of Assessment' in all Power Sector Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced shall be taken into consideration. The 'Period of Assessment' shall be 6 months preceding and including the cut off month. The cut off month for reckoning 'Period of Assessment' shall be the 3<sup>rd</sup> Month preceding the month corresponding to 'latest date of bid submission', in the following manner:

**(Note:** For example, if 'latest date of bid submission' is in Jan 2017, then the 'performance' shall be assessed for a 6 months' period up to and inclusive of Oct 2016 (i.e. from May 2016 to Oct 2016), for all the unit wise identified packages (refer Table I))

- i). **Calculation of Overall 'Performance Rating' for 'Similar Package/Packages' for the tendered scope under execution at Power Sector Regions for the 'Period of Assessment':**

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for all the similar Package/packages', divided by the total number of Package months for which evaluation should have been done, as per procedure below:

- a)  $P_1, P_2, P_3, P_4, P_5, \dots, P_N$  etc. be the packages (under execution/ executed during the 'Period of Assessment' in all Regions of BHEL) **SIMILAR** to the packages covered under the tendered scope, excepting packages not commenced. Total number of similar packages for all Regions =  $P_T$  (i.e.  $P_T = P_1 + P_2 + P_3 + P_4 + \dots P_N$ )
- b) Number of Months ' $T_1$ ' for which 'Monthly Performance Evaluation' as per relevant formats, should have been done in the 'Period of Assessment' for the corresponding

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similar package  $P_1$ . Similarly  $T_2$  for package  $P_2$ ,  $T_3$  for package  $P_3$ , etc. for the tendered scope. Now calculate cumulative total months ' $T_T$ ' for total similar Packages ' $P_T$ ' for all Regions (i.e.  $T_T = T_1 + T_2 + T_3 + T_4 + \dots T_N$ )

- c) Sum ' $S_1$ ' of 'Monthly Performance Evaluation' Scores ( $S_{1-1}, S_{1-2}, S_{1-3}, S_{1-4}, S_{1-5} \dots S_{1-T_1}$ ) for similar package  $P_1$ , for the 'period of assessment' ' $T_1$ ' (i.e.  $S_1 = S_{1-1} + S_{1-2} + S_{1-3} + S_{1-4} + S_{1-5} + \dots S_{1-T_1}$ ). Similarly,  $S_2$  for package  $P_2$  for period  $T_2$ ,  $S_3$  for package  $P_3$  for period  $T_3$  etc. for the tendered scope for all Regions. Now calculate cumulative sum ' $S_T$ ' of 'Monthly Performance Evaluation' Scores for total similar Packages ' $P_T$ ' for all Regions (i.e. ' $S_T = S_1 + S_2 + S_3 + S_4 + S_5 + \dots S_N$ ')
- d) **Overall Performance Rating ' $R_{BHEL}$ ' for the Similar Package/Packages** (under execution/ executed during the 'Period of Assessment') in all the Power Sector Regions of BHEL

**Aggregate of Performance scores for all similar packages in all the Regions**

= -----

**Aggregate of months for each of the similar packages for which performance should have been evaluated in all the Regions**

$$= \frac{S_T}{T_T}$$

- e) Bidders to note that the risk of non-evaluation or non-availability of the 'Monthly Performance Evaluation' reports as per relevant formats is to be borne by the Bidder.
- f) Table showing methodology for calculating 'a', 'b' and 'c' above

Sl. No.	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
1	Similar Packages for all Regions → (under execution/ executed during period of assessment)	$P_1$	$P_2$	$P_3$	$P_4$	$P_5$	...	$P_N$	Total No. of similar packages for all Regions = $P_T$ i.e. Sum ( $\Sigma$ ) of columns (iii) to (ix)
2	Number of Months for which 'Monthly Performance Evaluation' as per relevant formats should have been done in the 'period of assessment' for corresponding Similar Packages ( as in row 1)	$T_1$	$T_2$	$T_3$	$T_4$	$T_5$	...	$T_N$	Sum ( $\Sigma$ ) of columns (iii) to (ix)  = $T_T$

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Sl. No.	Item Description	Details for all Regions							Total
(i)	(ii)	(iii)	(iv)	(v)	(vi)	(vii)	(viii)	(ix)	(x)
3	Monthly performance scores for the corresponding period (as in Row 2)	S <sub>1-1</sub> , S <sub>1-2</sub> , S <sub>1-3</sub> , S <sub>1-4</sub> , ... S <sub>1-T1</sub>	S <sub>2-1</sub> , S <sub>2-2</sub> , S <sub>2-3</sub> , S <sub>2-4</sub> , ... S <sub>2-T2</sub>	S <sub>3-1</sub> , S <sub>3-2</sub> , S <sub>3-3</sub> , S <sub>3-4</sub> , ... S <sub>3-T3</sub>	S <sub>4-1</sub> , S <sub>4-2</sub> , S <sub>4-3</sub> , S <sub>4-4</sub> , ... S <sub>4-T4</sub>	S <sub>5-1</sub> , S <sub>5-2</sub> , S <sub>5-3</sub> , S <sub>5-4</sub> , ... S <sub>5-T5</sub>	.. .. ... .. .. ...	S <sub>N-1</sub> , S <sub>N-2</sub> , S <sub>N-3</sub> , S <sub>N-4</sub> , .. .. S <sub>N-TN</sub>	-----
4	Sum of Monthly Performance scores of the corresponding Package for the corresponding period (as in row-3)	S <sub>1</sub>	S <sub>2</sub>	S <sub>3</sub>	S <sub>4</sub>	S <sub>5</sub>	...	S <sub>N</sub>	Sum (Σ) of columns (iii) to (ix) = S <sub>T</sub>

- ii). Calculation of Overall 'Performance Rating' ( $R_{BHEL}$ ) in case at least 6 evaluation scores for 'similar Package/Packages' for the tendered scope ARE NOT AVAILABLE, during the 'Period of Assessment':

This shall be obtained by summing up the 'Monthly Performance Evaluation' scores obtained by the bidder in all Regions for ALL the packages, divided by the total number of Package months for which evaluation should have been done. ' $R_{BHEL}$ ' shall be calculated subject to availability of 'performance scores' for at least 6 'package months' in the order of precedence below:

- 'Period of Assessment' i.e. 6 months preceding and including the cut-off month
- 12 months preceding and including the cut-off month
- 24 months preceding and including the cut-off month

In case,  $R_{BHEL}$  cannot be calculated as above, then Bidder shall be treated as 'NEW VENDOR'. Further eligibility and qualification of this bidder shall be as per definition of 'NEW VENDOR' described in 'Explanatory Notes'.

- iii). Factor "L" assigned based on Overall Performance Rating ( $R_{BHEL}$ ) at Power Sector Regions:

Sl. no.	Overall Performance Rating ( $R_{BHEL}$ )	Corresponding value of 'L'
1	=60	NA
2	> 60 and ≤ 65	0.4
3	> 65 and ≤ 70	0.35
4	> 70 and ≤ 75	0.25
5	> 75 and < 80	0.2
6	≥ 80	NA

### III. 'Assessment of Capacity of Bidder':

'Assessment of Capacity of Bidder' is based on the Maximum number of packages for which a vendor is eligible, considering the performance scores of similar packages, as below:

Max number of packages  $P_{Max} = (R_{BHEL} - 60)$  divided by corresponding value of 'L', i.e.  $(R_{BHEL} - 60)/L$

Note:

- In case the value of  $P_{Max}$  results in a fraction, the value of  $P_{Max}$  is to be rounded off to next whole number
- For  $R_{BHEL} = 60$ ,  $P_{Max} = '1'$
- For  $R_{BHEL} \geq 80$ , there will be no upper limit on  $P_{Max}$

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The Bidder shall be considered 'Qualified' as per 'Assessment of Capacity of Bidder' for the subject Tender if  $P \leq P_{Max}$   
(Where P is calculated as per clause 'I' above)

**IV. Explanatory note:**

i). Similar package means Boiler or ESP or Piping or Turbine or Civil or Structure or Electrical or C&I etc. at the individual level irrespective of rating of Plant and irrespective of whether the subject tender is a single package or as part of combined/composite packages. Normally Boiler, ESP, Piping, Turbine, Electrical, C&I, Civil, Structure etc. is considered individual level of package. For example, in case the tendered scope is a Boiler Vertical Package comprising of Boiler, ESP and Power Cycle Piping (i.e. the 'identified packages as per Table-1 below), the 'PERFORMANCE' part against sl.no. II above, needs to be evaluated considering all the identified packages (i.e. Boiler, ESP and Power Cycle Piping) and finally the Bidder's capacity to execute the tendered scope is assessed in line with III above.

ii). Identified Packages (Unit wise)

**Table-1**

Civil	Electrical and C&I	Mechanical
i). Enabling works ii). Pile and Pile Caps iii). Civil Works including foundations iv). Structural Steel Fabrication & Erection v). Chimney vi). Cooling Tower vii). Others (Civil)	i). Electrical ii). C&I iii). Others (Elect. and C&I)	i). Boiler & Aux (All types including CW Piping if applicable) ii). Power Cycle Piping/Critical Piping iii). ESP iv). LP Piping v). Steam Turbine Generator set & Aux vi). Gas Turbine Generator set & Aux vii). Hydro Turbine Generator set & Aux viii). Turbo Blower (including Steam Turbine) ix). Material Management x). FGD xi). ACC xii). Others (Mechanical)

iii). Bidders who have not been evaluated for at least six package months in the last 24 months preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions, shall be considered "NEW VENDOR".

A 'NEW VENDOR' shall be considered qualified subject to satisfying all other tender conditions.

A 'NEW VENDOR' if awarded a job (of package/packages identified under this clause) shall be tagged as "FIRST TIMER" on the date of first LOI from BHEL.

The "FIRST TIMER" tag shall remain till completion of all the contracts against which vendor has been tagged as First Timer or availability of 6 evaluation scores within last 24 months

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preceding and including the Cut-off month in the online BHEL system for contractor performance evaluation in BHEL PS Regions.

A Bidder shall not be eligible for the next job as long as the Bidder is tagged as "FIRST TIMER" excepting for the Tenders which have been opened on or before the date of the bidder being tagged as 'FIRST TIMER'.

After removal of 'FIRST TIMER' tag, the Bidder shall be considered 'QUALIFIED' for the future tenders subject to satisfying all other tender conditions including 'Assessment of Capacity of Bidders'.

- iv). Consequent upon applying the criteria of 'Assessment of Capacity of Bidders' detailed above on all the bidders qualified against Technical and Financial Qualification criteria, if the number of qualified bidders reduces to less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then for further processing of the Tender, BHEL at its discretion reserves the right to also consider the bidders who are "not qualified" as per criteria of 'Assessment of Capacity of Bidders' and for this, procedure described in following three options shall be followed:
- a) All the bidders having Overall Performance Rating ('R<sub>BHEL</sub>') ≥60 shall be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
  - b) If even after using option "a", the number of qualified bidders remains less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then in addition to bidders considered as per option "a", "First timer" bidders having average of available performance scores ≥60 upto and including the Cut Off month shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.
  - c) If even after using option "a" and "b", the number of qualified bidders remains less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then in addition to bidders considered as per option "a" and "b", "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall also be considered qualified against criteria of 'Assessment of Capacity of Bidders'.

**Note:-** In case, the number of bidders qualified against Technical and Financial Qualification criteria itself is less than minimum no. of bidders required for conducting RA as per extant RA Guidelines, then all bidders (a)- having Overall Performance Rating ('R<sub>BHEL</sub>') ≥60, (b)- First timer" bidders having average of available performance scores ≥60 upto and including the Cut Off month, (c)- "First timer" bidders for whom no performance score is available in the system upto and including the Cut Off month, shall be considered qualified against criteria of 'Assessment of Capacity of Bidders' for further processing of tender.

- v). 'Under execution' shall mean works in progress as per the following:
- a. Up to execution of 90% of anticipated Contract Value in case of Civil, MM, Structural and Turbo Blower Packages
  - b. Up to Steam Blowing in case of Boiler/ESP/Piping Packages
  - c. Up to Synchronization in all Balance Packages

Note: BHEL at its discretion can extend (or reduce in exceptional cases in line with Contract conditions) the period defined against (a), (b) and (c) above, depending upon the balance scope of work to be completed.

- vi). Contractor shall provide the latest contact details i.e. mail-ID and Correspondence Address to SCT Department, so that same can be entered in the Contractor Performance Evaluation System, and in case of any change/discrepancy same shall be informed immediately. Login

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Details for viewing scores in Contractor Performance Evaluation System shall be provided to the Contractor by SCT Department.

- vii). Performance Evaluation for Activity Month shall be completed in Evaluation Month (i.e. month next to Activity Month) or in rare cases in Post Evaluation Month (i.e. month next to Evaluation Month) after approval from Competent Authority. In case scores are not acceptable, Contractor can submit Review Request to GM Site/ GM Project latest by 27th of Evaluation Month or 5 days after approval of score, whichever is later. However, acceptance/rejection of 'Review Request' solely depends on the discretion of GM Site/GM Project. After acceptance of Review Request, evaluation score shall be reviewed at site and the score after completion of review process shall be acceptable and binding on the contractor.
- viii). Project on Hold due to reasons not attributable to bidder -
- a. **Short hold:** Evaluation shall not be applicable for this period, however Loading will be considered.
  - b. **Long hold:** Short hold for continuous six months and beyond or hold on account of Force Majeure shall be considered as Long Hold. Evaluation as well as Loading shall not be considered for this period.
- ix). Performance evaluation as specified above in this clause is applicable to Prime bidder and Consortium partner (or Technical tie up partner) for their respective scope of work.
- 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.
- 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 point (1) above.**



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**“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 Arun Chandra Verma, IPS (Retd.)	<a href="mailto:acverma1@gmail.com">acverma1@gmail.com</a>
2.	Shri Virendra Bahadur Singh, IPS (Retd.)	<a href="mailto:ybsinghips@gmail.com">ybsinghips@gmail.com</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 provided below:*

Details of contact person(s):

**Name:** (1) P R Chiwarkar/ GM (Purchase)                      2) Tapish kumar / Dy Manager (Purchase)  
**Dept.:** Purchase Department  
**Address:** Floor No. 5 & 6, Shreemohini Complex, 345 Kingsway, Nagpur-440001  
**Phone:** (LL/ Mobile) (1) 0712-2858633                      0712-2858732  
**Email:** [prchiwarkar@bhel.in](mailto:prchiwarkar@bhel.in)                      [tapishkhandelwal@bhel.in](mailto:tapishkhandelwal@bhel.in)  
**Fax:** 0712-2858699

- 16.0 The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall be intimated to only such bidders. BHEL reserves the right not to consider offers of parties under HOLD.
- 17.0 In case BHEL decides on a 'Public Opening', the date & time of opening of the sealed PRICE BID shall be intimated to the qualified bidders and in such a case, bidder may depute one authorized representative to witness the price bid opening. BHEL reserves the right to open 'in-camera' the 'PRICE BID' of any or all Unsuccessful/Disqualified bidders under intimation to the respective bidders.
- 18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

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19.0 **Reverse Auction:** Applicable. "BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com) on "supplier registration page".) for this tender. RA shall be conducted among all the techno-commercially qualified bidders.

Price Bids of all the techno-commercially qualified bidders shall be opened and same shall be considered as initial bids of bidders in RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking.

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) shall be allowed only if specified in Pre-Qualifying Requirement (PQR) criteria, and in such a case the following shall be complied with:~~

~~23.1 Prime Bidder and Consortium Partner or partners are required to enter into a consortium agreement for the said contract with a validity period of six months initially. In case bidder becomes L1, Consortium Agreement valid till contractual completion period shall be submitted to BHEL before signing the contract. Consortium Agreement shall be kept valid till scope of work awarded to consortium partner(s) as per contract is completed.~~

~~23.2 'Standalone' bidder cannot become a 'Prime Bidder' or a 'Consortium bidder' or 'Technical Tie up bidder' in a consortium (or Technical Tie up) bidding. Prime bidder shall neither be a consortium partner to other prime bidder nor take any other consortium partners. However, consortium partner may enter into consortium agreement with other prime bidders. In case of non-compliance, consortium bids of such Prime bidders will be rejected.~~

~~23.3 Number of partners for a Consortium Bidding (or Technical Tie up) including Prime Bidder shall be NOT more than 3 (three).~~

~~23.4 Prime Bidder shall be as specified in the Pre-Qualification Requirement, else the bidder who has the major share of work.~~

~~23.5 In order to be qualified for the tender, Prime Bidder and Consortium partner or partners shall satisfy (i) the Technical 'Pre Qualifying Requirements' specified for the respective package, (ii) "Assessment of Capacity of Bidder" as specified in clause 9.0.~~

~~23.6 Prime Bidder shall comply with additional "Technical" criteria of PQR as defined in 'Explanatory Notes for the PQR'.~~

~~23.7 Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified~~

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- ~~23.8 In case customer approval is required, then Prime Bidder and Consortium Partner or partners shall have to be individually approved by Customer for being considered for the tender.~~
- ~~23.9 Prime Bidder shall be responsible for the overall execution of the contract.~~
- ~~23.10 In case of award of job, Performance shall be evaluated for Prime Bidder and Consortium Partner or partners for their respective scope of work(s) as per prescribed formats.~~
- ~~23.11 In case the Consortium partner or partners back out, their SDs shall be encashed by BHEL and BHEL shall take necessary action as per extant guidelines. In such a case, other consortium partner or partners meeting the PQR have to be engaged by the Prime Bidder, and if not, the respective work will be withdrawn and executed on risk and cost basis of the Prime Bidder. The new consortium partner or partners shall submit fresh SDs as applicable.~~
- ~~23.12 In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL.~~
- ~~23.13 After execution of work, the work experience shall be assigned to the Prime Bidder and the consortium partner or partners for their respective scope of work. After successful execution of one work with a consortium partner under direct order of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.~~
- ~~23.14 The consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. In case there are two consortium partners, then each partner shall submit SD equivalent to 0.5% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value. However, Prime Bidder has also option for submission of SD on behalf of consortium partner (s).~~
- ~~SD submitted by Consortium Partner(s) may be released in case corresponding scope of work of the respective Consortium partner(s) has been completed upto the extent of 80% based on certification by Construction Manager and concurrence by the prime bidder.~~
- ~~23.15 In case of a Technical Tie up, all the clauses applicable for the Consortium partner shall be applicable for the Technical Tie up partner also.~~

- 24.0 The bidder shall submit/upload 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

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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".

28.0 The offers of the bidders who are on the banned/ hold list and also the offer of the bidders, who engage the services of the banned/ hold firms, shall be rejected. The list of **banned/ hold firms** is available on BHEL web site [www.bhel.com](http://www.bhel.com).

28.1 Integrity commitment, performance of the contract and punitive action thereof:

**28.1.1 Commitment by BHEL:**

BHEL commits to take all measures necessary to prevent corruption in connection with the tender Process and execution of the contract. BHEL will during the tender process treat all Bidder(s) in a transparent and fair manner, and with equity.

**28.1.2 Commitment by Bidder/ Supplier/ Contractor:**

- (i) The bidder/ supplier/ contractor commit to take all measures to prevent corruption and will not directly or indirectly influence any decision or benefit which he is not legally entitled to nor will act or omit in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India.
- (ii) The bidder/ supplier/ contractor will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and shall adhere to relevant guidelines issued from time to time by Govt. of India/ BHEL.
- (iii) The bidder/ supplier/ contractor will perform/ execute the contract as per the contract terms & conditions and will not default without any reasonable cause, which causes loss of business/ money/ reputation, to BHEL.

If any bidder/ supplier/ contractor during pre-tendering/ tendering/ post tendering/ award/ execution/ post-execution stage indulges in mal-practices, cheating, bribery, fraud or and other misconduct or formation of cartel so as to influence the bidding process or influence the prices or acts or omits in any manner which tantamount to an offence punishable under any provision of the Indian Penal Code, 1860 or any other law in force in India, then, action may be taken against such bidder/ supplier/ contractor as per extent guidelines of the company available on [www.bhel.com](http://www.bhel.com) and / or under applicable legal provisions.

**29.0 Micro and Small Enterprises (MSE)**

~~Any Bidder falling under MSE category, shall furnish the following details & submit documentary evidence/ Govt. Certificate etc. in support of the same along with their techno-commercial offer.~~

Type under MSE	SC/ST owned	Women owned	Others (excluding SC/ ST & Women)
— Micro			
— Small			

~~**Note:** - If the bidder does not furnish the above, offer shall be processed construing that the bidder is not falling under MSE category.~~

- ~~a) MSE suppliers can avail the intended benefits in respect of the procurements related to the Goods and Services only (Definition of Goods and Services as enumerated by Govt. of India vide Office Memorandum F. No. 21(8)/2011 MA dtd. 09/11/2016 office of AS & DC, MSME) only if they submit along with the offer, attested copies of either Udyam Registration Certificate or EM-II certificate having deemed validity (five years from the date of issue of acknowledgement in EM-II) or valid NSIC certificate or Udyog Aadhar Memorandum (UAM) & Acknowledgement or EM-II Certificate along with attested copy of a CA certificate (format enclosed as Annexure — 3)~~

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~~where deemed validity of EM II certificate of five years has expired applicable for the relevant financial year (latest audited). Date to be reckoned for determining the deemed validity will be the last date of Technical Bid submission. Non submission of such documents will lead to consideration of their bids at par with other bidders. No benefits shall be applicable for this enquiry if the above required documents are not submitted before price bid opening. If the tender is to be submitted through e-procurement portal, then the above required documents are to be uploaded on the portal. Documents should be notarized or attested by a Gazetted officer. Documents submitted by the bidder may be verified by BHEL for rendering the applicable benefits.~~

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

**31.0 PREFERENCE TO MAKE IN INDIA:**

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

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

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

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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 as well as acceptance of the bids.*

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

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.

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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 Order of Precedence:**

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

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

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

For BHARAT HEAVY ELECTRICALS LTD

(Addl. General Manager - Purchase)

**Enclosure:**

01. Annexure-1: Pre Qualifying Requirements.
02. Annexure-2: Check List.
- ~~03. Annexure-3: Certificate by Chartered Accountant~~
04. Annexure-4: Reverse Auction Process Compliance Form
05. Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process
06. Annexure-6: RA Price Confirmation and Breakup
07. Annexure-7: Integrity Pact
08. Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR
09. Annexure-9: Declaration reg. Related Firms & their areas of Activities
010. Other Tender documents as per this NIT.
011. Annexure-10: DECLARATION REGARDING MINIMUM LOCAL CONTENT IN LINE WITH REVISED PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017 DATED 04TH JUNE, 2020 AND SUBSEQUENT ORDER(S)
012. Annexure 11: DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017
013. Annexure 12: Important information
014. Annexure-13: Bid Security Declaration Form

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**ANNEXURE - 1**

**PRE QUALIFYING CRITERIA**

<b>JOB</b>	<b>CABLING PACKAGE FOR BHUSAWAL TPS, UNIT-6, 1x660 MW, MAHAGENCO PROJECT.</b>		
<b>TENDER NO</b>	<b>BHE/PW/PUR/BWT6-CABLING/2469</b>		
<b>SL NO</b>	<b>PRE QUALIFICATION CRITERIA</b>	<b>Bidders claim in respect of fulfilling the PQR Criteria</b>	
		<b>Applicability</b>	
<b>A</b>	Submission of Integrity Pact duly signed (if applicable) (Note: To be submitted by Prime Bidder & Consortium /Technical Tie up partner jointly in case Consortium bidding is permitted, otherwise by the sole bidder)	<b>APPLICABLE</b>	
<b>B</b>	<b>TECHNICAL PQR:</b> Bidder shall essentially meet all the Qualifying Requirements (i.e. B.1 & B.2) as under:  B.1: Bidder should have Executed "Electrical Work/(s)" OR "Cabling Work/(s)" for any one of the following:  B.1.1) Executed One work of value not less than Rs 348.00 Lakhs against single work order. OR B.1.2) Executed Two works each of value not less than Rs 217.50 Lakhs against maximum two work orders. OR B.1.3) Executed Three works each of value not less than Rs 174.00 Lakhs against maximum three work orders. AND B.2: B.2.1: Bidder should have Executed Cabling Works consisting of following: a) HT Cabling (Minimum 3.3 kV)	<b>APPLICABLE</b>	
<b>C.1</b>	<b>FINANCIAL TURNOVER:</b> Bidders must have achieved an average annual financial turnover (audited) of <b>Rs 130.50 Lakhs</b> or more over last three Financial Years (FY) i.e. '2017-18, 2018-19 & 2019-20'.	<b>APPLICABLE</b>	
<b>C.2</b>	<b>NETWORTH</b> (only in case of Companies) Net worth of the Bidder based on the latest Audited Accounts as furnished for 'C-1' above should be positive.	<b>APPLICABLE</b>	
<b>C.3</b>	<b>PROFIT</b> Bidder must have earned profit in any one of the three Financial Years as applicable in the last three Financial Years as furnished	<b>APPLICABLE</b>	



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	for 'C-1' above.		
C-4	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 ( <b>Annexure-8</b> ) to this effect.	<b>APPLICABLE</b>	
D	Assessment of Capacity of Bidder:  The "Assessment of Capacity of Bidders" for this Tender shall be carried out by considering the identified similar package as <b>Others (Electrical &amp; C&amp;I)</b> .	<b>APPLICABLE</b>	
E	<b>Approval of Customer (if applicable)</b>  <b>Note:</b> Names of bidders (including consortium/Technical Tie up partners in case consortium bidding is permitted) who stand qualified after compliance of criteria A to D shall be forwarded to customer for their approval	<b>APPLICABLE</b>	
F	Price Bid Opening <b>Note:</b> Price Bids of only those bidders shall be opened who stand qualified after compliance of criteria A to E		<b>BY BHEL</b>
G	Consortium tie-ups	<b>NOT APPLICABLE</b>	
<p><b><u>Explanatory Notes for the PQR (unless otherwise specified in the PQR):</u></b></p> <p><b><u>Explanatory Notes for PQR B.1 (Technical)</u></b></p> <ul style="list-style-type: none"> <li>For the criteria (B.1), actual executed value shall be considered.</li> <li>Value of work is to be updated with indices for "All India Avg. Consumer Price index for industrial workers" and "Monthly Whole Sale Price Index for All Commodities" with base month as per last month of work execution and indexed up to three (3) months prior to the month of latest due date of bid submission as per following formula-</li> </ul> $P = R + 0.425 \times R \times \frac{(X_N - X_0)}{X_0} + 0.425 \times R \times \frac{(Y_N - Y_0)}{Y_0}$ <p>Where  P = Updated value of work  R = Value of executed work  X<sub>N</sub> = All India Avg. Consumer Price index for industrial workers for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).  X<sub>0</sub> = All India Avg. Consumer Price index for industrial workers for last month of work execution  Y<sub>N</sub> = Monthly Whole Sale Price Index for All Commodities for three months prior to the month of latest due date of bid submission (e.g. If latest bid submission date is 02-Mar-17, then bid-submission month shall be reckoned as March'17 and index for Dec'2016 shall be considered).  Y<sub>0</sub> = Monthly Whole Sale Price Index for All Commodities for last month of work execution</p> <ul style="list-style-type: none"> <li>The evaluation currency for this tender shall be INR.</li> </ul> <p><b><u>Explanatory Notes for Technical Criteria (B2):</u></b></p> <p>1. VOID</p>			

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2. Unless otherwise specified, for the purpose of "B2 Technical Criteria", the word 'EXECUTED' means achievement of milestones as defined below -
  - a. "ACHIEVEMENT OF PHYSICAL QUANTITIES" as per PQRs.
  - b. "READINESS FOR COAL FILLING" of at least one Bunker, in respect of Mill Bunker Structure.
  - c. "CHARGING" in respect of Power Transformers/ Bus Ducts/ "HT/LT Switchgears" / "HT/LT Cabling".
  - d. For C&I works: "SYNCHRONISATION" in case of power project (Excluding Nuclear Projects) / "WORK EXECUTION of the value as defined in PQR" in case of industry & Nuclear Projects.
  - e. "BOILER LIGHT UP" in respect of Boiler / CFBC / ESP.
  - f. "CHARGING OF ATLEAST ONE PASS" in respect of ESP(R&M)
  - g. "GAS IN" in respect of HRSG.
  - h. "STEAM BLOWING" in respect of Power Cycle Piping.
  - i. "HYDRAULIC TEST"/ ANY OTHER EQUIVALENT TEST LIKE "100% RT/UT OF WELDED JOINTS" of the system in respect of Pressure parts/ LP Piping/CW Piping.
  - j. "FULL LOAD OPERATION OF THE UNIT" in respect of Insulation work.
  - k. "SYNCHRONISATION" in respect of STG / GTG.
  - l. "SPINNING" in respect of HTG.
  - m. "GAS IN" in respect of FGD
3. Boiler means HRSG or WHRB or any other types of Steam Generator.
4. Power Cycle piping means Main Steam, Hot Reheat, Cold Reheat, HP Bypass.
5. For the purpose of evaluation of the PQR, one MW shall be considered equivalent to 3.5 TPH where ever rating of HRSG/BOILER is mentioned in MW. Similarly, where ever rating of Gas Turbine is mentioned in terms of Frame size, ISO rating of the same in terms of MW shall be considered for evaluation.

**Explanatory Notes for PQR -C (Financial):**

**C-1:**

- i. Bidder to submit Audited Balance Sheet and Profit and Loss Account for the respective years as indicated against C-1 above.
- ii. Evaluation of Turnover criteria shall be calculated from the Audited Balance Sheet and Profit & Loss Account for the three Financial Years (FY).
- iii. In case audited Financial statements have not been submitted for all the three years as indicated against C-1 above, then the applicable audited statements submitted by the bidders against the requisite three years, will be averaged for three years.
- iv. If financial statements are not required to be audited statutorily, then instead of audited financial statements, financial statements are required to be certified by Chartered Accountant.

**C-2:** Net Worth (Only in case of companies) of the bidder should be positive.

**Note:** Net worth shall be calculated based on the latest Audited Accounts as furnished for 'C-1' above.

Net worth = Paid up share capital + Reserves

**C-3:** 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.

**Note:** PROFIT shall be PBT earned during any one year of last three financial years as

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in 'C-1' above.

**C-4:** 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 to this effect.

**Common Explanatory Notes:**

1. For evaluation of PQR, in case Bidder alone does not meet the pre-qualifying technical criteria B1 above, bidder may utilize the experience of its Parent/ Subsidiary Company along with its own experience, subject to following:
  - a. The parent company shall have a controlling stake of  $\geq 50\%$  in the subsidiary company (as per Format-1).
  - b. The Parent Company/ Subsidiary Company of which experience is being utilized for bidding shall submit Security Deposit(SD) equivalent to 1% of the total contract value
  - c. The parent/ subsidiary company and bidder shall provide an undertaking that they are jointly or severally responsible for successful performance of the contract (as per Format-2).
  - d. In case Bidder is submitting bid as a Consortium Partner, option of utilizing experience of parent/subsidiary Company can be availed by Prime Bidder only.
  - e. Parent Company/ Subsidiary Company of which experience is being used for bidding, cannot participate as a 'Standalone Bidder' or as a 'Consortium bidder'.
2. Completion date for achievement of the technical criteria specified in the 'B' above should be in the last 7 years ending on the 'latest date of Bid Submission' of Tender irrespective of date of the start of work. Completion date shall be reckoned from the "Financial Year quarter of bid submission". (for e.g. -Work completed on 01.01.2014 shall be considered even if latest date of bid submission is 20.03.2021).
3. "Executed" means the bidder should have achieved the technical criteria specified in the Common QR even if the Contract has not been completed or closed.
4. In case the Experience/PO/WO certificate enclosed by bidders do not have separate break up of prices for the E&C portion for Electrical and C&I works (i.e. the certificates enclosed are for composite order for supply and erection of Electrical and C&I and other works if any), then value of Erection & Commissioning for the Electrical and C&I portion shall be considered as 15% of the price for supply & erection of Electrical and C&I.
5. Following shall be complied with in case of consortium:
  - a. The Prime Bidder and Consortium Partner(s) are required to enter in to a consortium agreement and certify to BHEL regarding existence and validity of their consortium agreement in line with validity period mentioned in NIT.
  - b. Prime Bidder and Consortium partners shall be approved by Customer for being considered for the tender (applicable if customer approval is required).
  - c. Number of partners including prime Bidder shall be NOT more than 3 (three).
  - d. Prime Bidder alone shall necessarily comply with "B1 Technical Criteria" except for mechanical package where B1 criteria is not applicable.
  - e. Prime Bidder and Consortium Partner shall together comply with the 'Pre-

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Qualification Requirements' specified for the respective category of technical requirement as per "B2 technical criteria".

- f. Prime Bidder shall comply with all other Pre Qualifying criteria for the Tender unless otherwise specified.
- g. All other conditions shall be read in conjunction with clause no 23.0 of NIT.
- h. Prime Bidder shall be the Bidder who has a major share of work.
- i. Prime Bidder shall be responsible for the overall execution of the Contract.
- j. Performance shall be evaluated for Prime Bidder and the Consortium partner for their respective scope of work.
- k. In case the Consortium partner backs out, another consortium partner meeting the QRs, has to be engaged by Prime Bidder and if not, the respective work will be withdrawn and executed on risk and cost basis of the prime bidder.
- l. In case Prime Bidder withdraws or insolvency / liquidation / winding up proceedings have been initiated / admitted against the Prime Bidder, BHEL reserves the right to cancel, terminate or short close the contract or take any other action to safeguard BHEL's interest in the Project / Contract. This action will be without prejudice to any other action that BHEL can take under Law and the Contract to safeguard interests of BHEL
- m. After successful execution of one work with a consortium partner under direct orders of BHEL, the Prime Bidder shall be eligible for becoming a 'standalone' bidder for works similar to that for which consortium partner was engaged, for subsequent tenders.
- n. The Consortium partner shall submit SD equivalent to 1% of the total contract value in addition to the SD to be submitted by the Prime Bidder for the total contract value.

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

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

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**Format-1**

Format-1

**Certificate for relationship between Parent Company / Subsidiary Company and the bidder**

To,

.....

.....

Dear Sir,

**Sub:** Bid for NIT No .....dated..... for "....." (name of the tender).

We hereby certify that M/s..... is Parent Company/ Subsidiary Company of M/s.....(the bidder) and details of equity holding of the Parent Company in Subsidiary Company as on .....(not earlier than seven days prior to the Bid Submission Date) are given as below:

Name of Parent Company	Name of Subsidiary Company	Percentage of Equity Holding of Parent Company in Subsidiary Company

**(Insert Name and Signature of Statutory Auditor or practicing Company Secretary of the Bidder)**

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**Format-2**

Format-2

**Undertaking from the Parent Company/ Subsidiary Company of the bidder**  
**(On the Letter Head of Parent Company/ Subsidiary Company, as applicable)**

From,  
Name:  
Full Address:

Telephone No.:  
E-mail address:  
Fax/No.:

To,

.....  
.....

Dear Sir,

We refer to the NIT No..... dated..... for "....." (name of the Tender).

"We have carefully read and examined in detail the NIT/Tender Terms and Conditions, including in particular, Clause .... of the NIT/Tender, regarding submission of an Undertaking, as per the prescribed Format 1 of the NIT/ Tender.

We confirm that M/s.....(the Bidder) has been authorized by us to use our Technical capability for meeting the Technical Criteria as specified in Clause.....of the PQR of the NIT/Tender referred above.

We agree to submit the Security Deposit equivalent to 1% of the total contract value in addition to Security Deposit to be submitted by Bidder as per Clause.....of the NIT/Tender for fulfillment of all obligations in terms of provisions of the contract, in the event of .....(the Bidder) being selected as the Successful Bidder.

We confirm that we along with M/s.....(the bidder), are jointly or severally responsible for successful performance of the contract.

We confirm that our company shall not participate in the above tender as a 'Standalone Bidder' or as a 'Consortium bidder' and also shall not authorize any other bidder to use our Technical capability for the above tender.

All the terms used herein but not defined, shall have the meaning as ascribed to the said terms under the referred NIT/Tender.

**Signature of Managing Director/Authorized signatory of Parent/ Subsidiary Company** \_\_\_\_\_

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**ANNEXURE - 2**

**CHECK LIST**

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

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

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17	Bank Account Details for E-Payment	Applicable/ <del>Not Applicable</del>	YES/NO
18	Capacity Evaluation of Bidder for current Tender	Applicable/ <del>Not Applicable</del>	YES/NO
19	Tie Ups/Consortium Agreement are submitted as per format	Applicable/ <del>Not Applicable</del>	YES/ NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement  <del>Power of Attorney of Consortium Partner.</del>	Applicable/ <del>Not Applicable</del>	YES/NO
21	Analysis of Unit rates	Applicable/ <del>Not Applicable</del>	YES/NO
22	Annexure-5: Authorization of representative who will participate in the online Reverse Auction Process	Applicable/ <del>Not Applicable</del>	YES/NO
23	Annexure-6: RA Price Confirmation and Breakup	Applicable/ <del>Not Applicable</del>	YES/NO
24	Annexure-8: Undertaking as per PQR C4 of Annexure-1 i.e. PQR	Applicable/ <del>Not Applicable</del>	YES/NO
25	Annexure-9: Declaration reg. Related Firms & their areas of Activities (x) Other Tender documents as per this NIT.	Applicable/ <del>Not Applicable</del>	YES/NO
26	Annexure-10 Declaration regarding minimum local content	Applicable/ <del>Not Applicable</del>	YES/NO
27	Annexure-11: Declaration regarding compliance to restrictions under rule 144 (xi) of GFR 2017	Applicable/ <del>Not Applicable</del>	YES/NO
28	Annexure-13: Bid Security Declaration Form	Applicable/ <del>Not Applicable</del>	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 :**

**AUTHORISED SIGNATORY**  
**(With Name, Designation and Company seal)**



## ANNEXURE-3

### **Certificate by Chartered Accountant on letter head**

(applicable upto 31<sup>st</sup> March'2021 in line with MSME notification no. S.O. 2119 (E), dated 26<sup>th</sup> June'2020)

This is to Certify that M/S .....  
(hereinafter referred to as 'company') having its registered office at .....  
..... is registered under MSMED Act 2006, (Entrepreneur  
Memorandum No (Part II)/ Udyam Registration Certificate No. ....  
dtd: ....., Category: ..... (Micro/Small/Medium)). (Copy enclosed).

Further verified from the Books of Accounts that the investment of the company as per the latest audited  
financial year..... as per MSMED Act 2006 is as follows:

1. **For Manufacturing Enterprises:** Investment in plant and machinery (i.e. original cost excluding land and building and the items specified by the Ministry of Small Scale Industries vide its notification No. S.O.1722(E) dated October 5, 2006:  
Rs .....Lacs
2. **For Service Enterprises:** Investment in equipment (original cost excluding land and building and furniture, fittings and other items not directly related to the service rendered or as may be notified under the MSMED Act, 2006:  
Rs .....Lacs
3. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)
4. **For Enterprises** (having EM-II Certificate/ valid NSIC Certificate or Udyog Aadhar Memorandum): Investment in plant and machinery or equipment is Rs..... Lacs and turnover is Rs. .... Lacs (as notified in MSME notification no. S.O. 2119 (E) dated 26.06.2020)

**(Strike off whichever is not applicable)**

~~The above investment of Rs .....Lacs is within permissible limit of  
Rs.....Lacs for .....Micro / Small/ Medium (Strike off which is not applicable)  
Category under MSMED Act 2006.~~

~~Or~~

~~The enterprise has been graduated upward from its original category (micro/small/medium) (strike off which is not applicable), the enterprise shall maintain its prevailing status till expiry of one year from the close of year of registration, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.~~

~~Or~~

~~The enterprise has been reverse graduated from its original category (micro/small/medium) (strike off which is not applicable), the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1<sup>st</sup> April of the financial year following the year in which such change took place, as notified vide S.O. No. 2119 (E) dated 26.06.2020 published in the gazette notification dated 26.06.2020 by Ministry of MSME.~~

Date:

(Signature)

Name:

Membership Number:

Seal of the Chartered Accountant

**ANNEXURE-4**

**Reverse Auction Process Compliance Form**

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

To

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

**Sub: Agreement to the Process related Terms and Conditions**

Dear Sir,

This has reference to the Terms & Conditions for the Reverse Auction mentioned in the RFQ document for {Items} against BHEL enquiry/ RFQ no.{ BHE/PW/PUR/BWT6-CABLING/2469} dt. {.....}  
This letter is to confirm that:

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

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**ANNEXURE – 5**

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

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

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**ANNEXURE – 6**

**Reverse Auction price confirmation and breakup**  
**(To be submitted by L1 bidder after completion of Reverse Auction)**

To

- M/s. Service provider
- Postal address

CC: M/s BHEL POWER SECTOR WESTERN REGION, Nagpur

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

Dear Sir,

We confirm that we have quoted.

Rs. \_\_\_\_\_ (in value) &  
\_\_\_\_\_ (in words)

**for item(s) covered under tender enquiry No. BHE/PW/PUR/BWT6-CABLING/2469**

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

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

Yours sincerely,

For \_\_\_\_\_

**Name:**

**Company:**

**Date:**

**Seal:**

**ANNEXURE – 7**

**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.

1.1.3 The Principal will exclude from the process all known prejudiced persons.

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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**

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- 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.

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- 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.



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- 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 – 8**

**UNDERTAKING**

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

**To,**

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

Dear Sir/Madam,

**Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS**

**Ref:** NIT/Tender Specification No: BHE/PW/PUR/BWT6-CABLING/2469

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:

**BHEL PSWR  
Notice Inviting Tender**

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**Annexure-9**

**DECLARATION**

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

To \_\_\_\_\_  
BHEL, \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

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

Dear Sir/ Madam,

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

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

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

Regards,  
( \_\_\_\_\_ )

From: M/s \_\_\_\_\_  
Supplier Code: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**Annexure-10**

**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 & Address of Officer of BHEL inviting the Tender)

Dear Sir,

**Sub:** Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 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.)

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**Annexure-11**

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

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

To,

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

Dear Sir,

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

**Ref :** 1) NIT/Tender Specification No: BHE/PW/PUR/BWT6-CABLING/2469

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),*

(a) is not from such a country / ☐

(b) 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-12: IMPORTANT INFORMATION**

**E -Tender** for this work is invited by BHEL PSWR NAGPUR and offer shall be submitted through BHEL e-procurement portal only. All correspondences regarding this tender shall be through E-procurement portal.

**Postal Address:**

GM /Purchase BHEL PSWR,  
SRIMOHINI COMPLEX, Floor No. 5 & 6, 345 KINGSWAY, NAGPUR 440001, INDIA

Following are the concerned BHEL officials to whom bidders can contact in case of any difficulty:

AGM Purchase, Email: [prchiwarkar@bhel.in](mailto:prchiwarkar@bhel.in) Ph: +91 – 712 – 2858 – 633

Dy Manager Purchase, Email: [tapishkhandelwal@bhel.in](mailto:tapishkhandelwal@bhel.in) Ph: +91-712 – 2858 –732

Dy Manager Purchase, Email: [svm@bhel.in](mailto:svm@bhel.in) Ph: +91-712 – 2858 –715

Sr. Manager Purchase, Email: [kamleshbhel@bhel.in](mailto:kamleshbhel@bhel.in) Ph: +91-712-2858-645

1. **Refer Chapter XII of Volume IB Special Conditions of Contract regarding Suspension of Business Dealings: The abridged version of extant 'Guidelines for suspension of business dealings with suppliers/ contractors' has now been uploaded on [www.bhel.com](http://www.bhel.com) on "supplier registration page" at the following link: [https://www.bhel.com/sites/default/files/suspension\\_guidelines\\_abridged.pdf](https://www.bhel.com/sites/default/files/suspension_guidelines_abridged.pdf)**
2. **All Statutory Requirements as applicable for this project shall be complied with.**
3. **Following clause shall form part of the HSE documents issued under Chapter IX of Volume IB 'Special Conditions of Contract'**

"In case of any financial deduction made by Customer for lapses of safety other than what is provided elsewhere in the contract, the same shall be charged on back-to-back basis on the defaulting contractor without prejudice to any other right spelt anywhere in the tender /contract"

4. **"Pradhan Mantri Kaushal Vikas Yojna:** The contractor shall, at all stages of work deploy skilled/semi-skilled tradesmen who are qualified and possess certificate in particular trade from CPWD Training Institute/Industrial Training Institute/ National Institute of Construction Management and Research (NICMAR), National Academy of Construction, CIDC or any similar reputed and recognized Institute managed/ certified by State/ Central Government. The number of such qualified tradesmen shall not be less than 20% of total skilled/semi-skilled workers required in each trade at any stage of work. The contractor shall submit number of man days required in respect of each trade, its scheduling and the list of qualified tradesmen along with requisite certificate from recognized Institute to Engineer-in-Charge for approval. Notwithstanding such approval, if the tradesmen are found to have inadequate skill to execute the work of respective trade, the contractor shall substitute such tradesmen within two days of written notice from Engineer-in-Charge. Failure on the part of contractor to obtain approval of Engineer-in-Charge or failure to deploy qualified tradesmen will attract a compensation to be paid by contractor at the rate of Rs.100 per such tradesman per day. Decision of Engineer-in-Charge as to whether particular tradesman possesses requisite skill and amount of compensation in case of default shall be final and binding".

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**5. The clause 2.7.9.1 below is added under the heading “Rights of BHEL” of General Conditions of Contract Volume-IC GCC.**

**2.7.9.1 Provision of Penalty in case of slippage of Intermediate Milestones:**

- i) Two major Intermediate Milestones are mentioned as M1 & M2 in Chapter VI: Time Schedule of Vol IA Technical Conditions of Contract.
- ii) In case of slippage of these identified Intermediate Milestones, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to Form 14.
- iii) In case delay in achieving M1 Milestone is solely attributable to the contractor, 0.5% per week of Executable Contract Value\*, limited to maximum 2% of Executable Contract Value, will be withheld.
- iv) In case delay in achieving M2 Milestone is solely attributable to the contractor, 0.5% per week of Executable Contract Value\*, limited to maximum 3% of Executable Contract Value, will be withheld.
- v) Amount already withheld, if any against slippage of M1 milestone, shall be released only if there is no delay attributable to contractor in achievement of M2 Milestone.
- vi) Amount required to be withheld on account of slippage of identified intermediate milestone(s) shall be withheld out of respective milestone payment and balance amount (if any) shall be withheld @10% of RA Bill amount from subsequent RA bills.
- vii) Final deduction towards LD (if applicable as per clause 2.7.9 above), on account of delay attributable to contractor shall be based on final delay analysis on completion / closure of contract. Withheld amount, if any due to slippage of identified intermediate milestone(s) shall be adjusted against LD or released as the case may be.
- viii) In case of termination of contract due to any reason attributable to contractor before completion of work, the amount already withheld against slippage of intermediate milestones shall not be released and be converted into recovery.

\* **Executable Contract Value** - Value of work for which inputs/ fronts were made available to contractor and were scheduled for execution till the date of achievement of that milestone.

**6. The following clause is added under clause 1.10 Security Deposit in Vol-1C:**

**Clause No 1.10.8 of Vol-IC General Conditions of Contract: Timely Submission of Security Deposit for Execution of the contract:** “Bidder agrees to submit Security Deposit required for execution of the contract within the time period mentioned. In case of delay in submission of Security Deposit, enhanced Security Deposit which would include interest (Base rate of SBI +6%) for the delayed period, shall be submitted by the bidder. Further, if Security Deposit is not submitted till such time the first bill becomes due, the amount of Security Deposit due shall be recovered as per terms defined in NIT/contract, from the bills along with due interest.”

**7. Acceptance of Bank Guarantee (BG)**

**Revision in Acceptance of Bank Guarantee (BG) Clause no. 1.10.3 (iii) of Vol I C GCC:**

**Clause No. 1.10.3 (iii) of Vol IC GCC is revised as below: -**

“Bank Guarantee issued by:

- a. Any of the BHEL consortium bank listed below:

State Bank of India  
ABN Amro Bank N.V.

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Bank of Baroda  
Canara Bank  
Citi Bank N.A.  
Corporation Bank  
Deutsche Bank  
HDFC Bank Ltd.  
The Hongkong and Shanghai Banking Corporation Ltd  
ICICI Bank Ltd.  
IDBI Ltd.  
Punjab National Bank  
Standard Chartered Bank  
State Bank of Travancore  
State Bank of Hyderabad  
Syndicate Bank

- b. Any public sector Bank (other than consortium banks) with a clause in the text of Bank Guarantee that **"It is enforceable at Nagpur, Maharashtra"**.
- c. Any private sector banks, with a clause in the text of Bank Guarantee that **"It is enforceable by being presented at any branch of the bank"**.

**Note: "Bank Guarantees issued by Co-operative Banks are not acceptable".**

**8. Broad Terms & Conditions of Reverse Auction:**

In continuation to Clause 19.0 of NIT (Notice Inviting Tender) following are the broad terms and conditions of Reverse Auction:

"BHEL shall be resorting to Reverse Auction (RA) (Guidelines as available on [www.bhel.com](http://www.bhel.com)) (<https://www.bhel.com/guidelines-reverse-auction-2021>) for this tender. RA shall be conducted among the techno-commercially qualified bidders.

Price bids of all techno-commercially qualified bidders shall be opened and same shall be considered for RA. In case any bidder(s) do(es) not participate in online Reverse Auction, their sealed envelope price bid along with applicable loading, if any, shall be considered for ranking."

**Note:-**

**1. No benefits to MSE bidders w.r.t Reverse Auction Guidelines as available on [www.bhel.com](http://www.bhel.com) against works contract.**

**2. In case of enquiry through e-procurement the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.**

~~9. Bidders kindly to take note that EMD (Earnest Money Deposit) shall be furnished by MSE bidders as well, as per the amount and procedure indicated in the NIT/GCC~~

**10. Clause no. 2.24 of GCC PERFORMANCE GUARANTEE FOR WORKMANSHIP:** The guarantee period of twelve months shall commence from the date of Completion of contract as certified by BHEL Engineer.

**11. Clause no. 2.17.5 (Price Variation Compensation) of GCC: 2.17.5 of GCC to be read as:** Base date shall be calendar month of the bid submission date + bid validity period + scheduled contractual completion period as per letter of intent/ award and/or work order.



**Bid Security Declaration Form( Annexure-13)**

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

**To,**

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

Dear Sir/Madam,

**Sub: Bid Security Declaration**

**Ref: NIT/Tender Specification No: BHE/PW/PUR/BWT6-CABLING/2469**

**SCOPE OF WORK: CABLING PACKAGE FOR BHUSAWAL TPS, UNIT-6, 1x660 MW, MAHAGENCO PROJECT.**

1. I/We Mr/ Ms..... authorised person to sign the bid documents for tender pertaining to the captioned scope do hereby declare that I/We have gone through the entire tender documents including terms and condition mentioned in the tender documents and undertake to comply with them.
2. I/We further declare that we will not withdraw our bid or modify our offer during the period of validity of the bid after the deadline for submission of such documents.
3. If I/we withdraw or modify the bids during the period of validity, or if I/We are awarded the contract and fail to sign the contract, if applicable or to submit security deposit as defined in the tender document/LOA, we will be suspended for the period of time as specified in the tender document from being eligible to submit bids/proposals to BHEL.

**Signature of the Authorised Signatory  
(With Name, Designation and Company seal)**

Place:

Date:

2469

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

BHARAT HEAVY ELECTRICALS LIMITED



SI No	DESCRIPTION	Chapter
<b>Volume-IA</b>	<b>Part-I: Contract specific details</b>	
1	Project Information	Chapter-I
2	Scope of Works	Chapter-II
3	Facilities in the scope of Contractor/BHEL (Scope Matrix)	Chapter-III
4	T&Ps and MMEs to be deployed by Contractor	Chapter-IV
5	T&Ps and MMEs to be deployed by BHEL on sharing basis	Chapter-V
6	Time Schedule	Chapter-VI
7	Terms of Payment	Chapter-VII
8	Taxes and other Duties	Chapter-VIII
9	Specific Inclusion	Chapter-IX
10	Technical details.	Annexure X
11	Schedule of items Quantities and Factor for Deriving Item Rate from the accepted Lumpsum Price	CHAPTER XI

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - I: Project Information

<b>1.0</b>	<b>Project Information</b>
<b>1.1</b>	<p>1. Purchaser / Owner : Maharashtra State Power Generation Company Limited</p> <p>2. Project Title : 1x660 MW Bhusawal Thermal Power Station, Unit-6</p> <p><b><u>LOCATION AND APPROACH :</u></b></p> <p><b>Location :</b> Bhusawal, District-Jalgaon, Maharashtra</p> <p><b>Nearest Railway Station :</b> Bhusawal (Approx. 8 Kms)</p> <p><b>Nearest Airport :</b> Aurangabad (Approx. 170 Kms)</p> <p><b>Nearest Sea Port :</b> Mumbai (Approx. 461 Kms)</p> <p><b>Access By Road :</b> Mumbai-Nagpur Highway (NH-6) – 360 Kms from Nagpur</p> <p><b>Source Of Coal:</b> Machaakata coal block, Odisha state.</p> <p><b>Source Of Water:</b> Ozerkheda Reservoir (Approx. 18 Kms)</p>
<b>1.2</b>	<p>The Bidder shall visit site and get acquainted himself with the conditions prevailing at site before submission of the bid. The information's given here in under are for general guidance and shall not be contractually binding on BHEL/ Owner. All relevant site data/ information as may be necessary shall have to be obtained /collected by the Bidder. All costs for and associated with site visits shall be borne by the bidder. BHEL will not admit any claims whatsoever on account of Contractor's non-familiarization of local conditions.</p>

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### 2.0 SCOPE OF WORK.

The work under these specifications broadly covers the complete work of handling at storage yard/stores, transportation to work site, calibration, pre-assembly, erection, testing, pre-commissioning, and handing over of Cabling system of 1X660MW Bhusawal.

Electrical cabling package, cable trays, junction boxes/push buttons, above ground earthing, termination kits, trefoil clamps and Associated Auxiliaries for the following: -

1. Junction boxes and Push button.
2. Structural Steel
3. Power cables (HT&LT)
4. Control Cables
5. Cable Tray & accessories.
6. Above ground earthing and lightening protection system
7. Other Misc. associated equipment.

### 2.1 GENERAL REQUIREMENTS

#### 2.1.1

The intent of specification is to procure services according to the most modern and proven techniques and codes. The omission of specific reference to any method, equipment or material necessary for proper and efficient execution of this work shall not relieve the contractor of the responsibility of providing such facilities to complete the work without any extra compensation.

#### 2.1.2

**The contractor must have the experience of erection of identical work in the past as specified in the tender documents and must have executed contract of similar nature. The contractor must furnish enough evidence to establish his capacity in erection, testing & commissioning of similar equipment's covered under this specification.**

#### 2.1.3

**In case it is required, the contractor will have following valid certificates.**

- A) Contractor Electrical License for Extra High Voltage System installation work from Maharashtra State authorities.**
- B) Supervisory Competency Certificate to deal with Electrical High Voltage equipment's for their erection, testing & commissioning. During the execution of work minimum two persons should be posted at site that has valid Supervisory Competency Certificate.**

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**C) The contractor should have a very good engineering background and capability of carrying out erection & commissioning work as specified in this tender document.**

### 2.1.4

The work to be carried out under the scope of this specification covers the complete work of loading, handling, transporting, unloading, preassembly, erection, calibration, testing, air flushing, precommissioning tests, commissioning of systems, trial run of various auxiliaries and equipment's, achieving various milestones till handing over of the unit to BHEL's customer. The work shall conform to dimensions and tolerances specified in various drawings that will be provided during the erection. If any portion of the work is found to be defective in workmanship or not conforming to drawings or other specifications, the contractor shall dismantle and re-do the work duly replacing the defective materials at his cost, failing which the work will be got done by engaging other agencies or departmentally and recoveries will be effected from contractor's bills towards expenditure incurred including departmental charges.

### 2.1.5

The terminal points decided by BHEL shall be final and binding on the contractor for deciding the scope of work and effecting payment for the work done.

### 2.1.6

The work shall be executed under the usual conditions affecting major power plant construction and in conjunction with numerous other operations at site. The contractor and his personnel shall cooperate with personnel of BHEL, BHEL's customer, customer's consultants and other contractors, coordinating his work with others and proceed in a manner that shall not delay or hinder the progress of work of the project as a whole.

### 2.1.7

The work covered under this specification is of highly sophisticated nature, requiring the best quality workmanship, supervision, engineering and construction management. The contractor should ensure proper planning and successful & timely completion of the work to meet the overall project schedule. The contractor must deploy adequate quantity of tools & plants, modern / latest construction aids etc. He must also deploy adequate trained, qualified and experienced supervisory staff and skilled personnel.

### 2.1.8

Contractor shall erect, align and commission all the equipment's and auxiliaries as per the sequence & methodology prescribed by BHEL depending upon the technical requirements. Availability of materials and fronts will decide this. BHEL engineer's decision regarding correctness of the work and method of working shall be final and binding on the contractor. No claims for extra payment from the contractor will be

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entertained on the ground of deviation from the methods / sequences adopted in erection of similar sets elsewhere.

### 2.1.9

**All necessary certificates and licenses, permits & clearances required to carry out this work from the respective statutory authorities are to be arranged by the contractor expeditiously at his cost in time to ensure smooth progress of work.**

### 2.1.10

The work shall conform to dimensions and tolerances specified in the various drawings / documents that will be provided during various stages of erection. If any portion of work is found to be defective in workmanship, not conforming to drawings or other stipulations due to contractor's fault, the contractor shall dismantle and re-do the work duly replacing the defective materials at his cost, failing which the work will be got done by BHEL and recoveries will be effected from the contractor's bills towards expenditure incurred including cost of materials and departmental overheads of BHEL.

### 2.1.11

BHEL reserves right to recover from the contractor any loss, which arises out of undue delay / discrepancy / shortage / damage, or any other causes due to contractor's lapse during any stage of work. Any loss to BHEL due to contractor's lapse shall have to be made good by the contractor.

### 2.1.12

All transport equipment, handling equipment, tools, tackles, fixtures, equipment, materials, skilled/unskilled manpower, supervisors/engineers, consumables etc., except otherwise specified as BHEL scope of free issue, required for this scope of work shall be provided by the contractor. All expenditure including taxes and incidentals in this connection will have to be borne by him unless otherwise specified in the relevant clauses. The contractor's quoted rates should be inclusive of all such contingencies.

### 2.1.13

During the course of erection, testing and commissioning certain rework / modification / rectification / repair / fabrication etc., may become necessary on account of feedback / revision of drawing. This will also include modifications / re-works suggested by BHEL / customer / other inspection group. Contractor shall carry out such rework / modification / rectification / fabrication / repair etc., promptly and expeditiously. Daily log sheets signed by BHEL engineer and indicating the details of work carried out, man-hours etc. shall be maintained by the contractor for such reworks. Claim of contractor if any, for such works.

### 2.1.14

All works such as cleaning, leveling, aligning, trial assembly, dismantling of certain equipment's / components for checking and cleaning, surface preparation, fabrication of

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sheets, tubes and pipes as per general engineering practice and as per BHEL engineer's instructions at site, cutting, gouging, weld depositing, grinding, straightening, chamfering, filing, chipping, drilling, reaming, scrapping, lapping, fitting up etc., as may be applicable in such erection works and which are treated incidental to the erection works and necessary to complete the work satisfactorily, shall be carried out by the contractor as part of the work within the quoted rates.

### 2.1.15

The contractor shall make all fixtures, temporary supports, steel structures required for jigs & fixtures, anchors for load and guide pulleys required for the work (excepting those specifically included in BHEL scope). However, necessary steel will be provided from the scrap / surplus materials available at site.

### 2.1.16

The contractor shall take delivery of the components, equipment's, chemicals, lubricants etc from the BHEL stores/ storage area after getting the approval of BHEL engineer on standard indent forms of BHEL. Complete and detailed account of the materials and equipment's after usage shall be submitted to the BHEL and reconciled periodically.

### 2.1.17

Contractor shall plan and transport equipment's, components from storage to erection site and erect them in such a manner and sequence that material accumulation at site does not lead to congestion at site of work. Materials shall be stacked neatly, preserved and stored in the contractor's shed and at work areas in an orderly manner. In case it is necessary to shift and re-stack the materials kept at work areas/ site to enable other agencies to carry out their work or for any other reason, contractor shall do it most expeditiously. No claim for extra payment for such work will be entertained.

### 2.1.18

The contractor shall take delivery of equipment, materials from the storage yard/ stores/sheds of BHEL/customer. He shall also make arrangements for verification of equipment, transportation up to site of work, safe custody, watch and ward of equipment after it has been handed over to him till these are fully erected, tested and commissioned and taken over by the customer. The contractor should note that the transport of equipment's to erection site, assembly yards etc. should be done by the prescribed route without disturbing the other works and contractors and in the most professional manner. Special equipment's such as cables, conduits etc. shall be stored when taken over by the contractor in appropriate manner as per BHEL's instructions.

### 2.1.19

Plant materials should not be used for any temporary supports / scaffolding / preparing pre-assembly bed etc.



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### 2.1.20

The services, tests and support to be provided by the agency for the work mentioned in various sections of this tender are indicative and not exhaustive, and not limited to these for completion of the work in all respects.

### 2.1.21

The weight & dimension as mentioned against any individual items in Rate Schedules or elsewhere in the tender specification are indicative approximate and there may be variation in dimension & weight in actual supply of equipment. No rate variation shall be considered on this account.

### 2.1.22

*The scope of work & description of system / equipment as given in the various clause of this tender specification and rate schedule are only for understanding the system requirement, contractor shall note this point and assess the volume of work prior to submit the offer.*

### 2.1.23

The contractor shall have total responsibility for all equipment and materials in his custody at contractor's stores, loose, semi-assembled, assembled or erected by him at site. He shall effectively protect the finished works from action of weather and from damages or defacement and shall also cover the finished parts immediately on completion of work as per BHEL engineer's instructions. The machined surfaces/finished surfaces should be greased and covered.

### 2.1.24

At all stages of work, equipment's/materials in the custody of contractor, including those erected, will have to be preserved as per the instructions of BHEL.

### 2.1.25

The contractor shall make suitable security arrangements including employment of security personnel and ensure protection of all materials/ equipment in their custody and installed equipment's from theft/fire/pilferage and any other damages and losses.

### 2.1.26

The contractor shall collect all scrap materials periodically from various levels of powerhouse, working area of the power station, auxiliary and piping around power station and collect the same at one place earmarked for the same. Loads of scraps are to be shifted to a place earmarked by BHEL. Failure to collect the scrap is likely to lead to accidents and as such, BHEL reserves the right to collect and remove the scrap at contractor's risk and cost, if there is any failure on the part of contractor in this respect. **1% value of each RA bill will be earmarked against compliance of the above, to be released only on satisfactory collection and deposit of scrap as stated above. In case of failure of contractor to comply with this requirement, BHEL will make suitable arrangement at contractor's risk and cost. In such case, any expenditure over and above the withheld 1% amount will also be recovered suitably from the RA bills of vendor.**

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### 2.1.27

The entire surplus, damaged, unused materials, packaging materials / containers, special transporting frames, gunny bags, etc., shall be returned to BHEL stores by the contractor.

### 2.1.28

The contractor shall not waste any materials issued to him. In case it is observed at any stage that the wastage/excess utilization of materials is not within the permissible limits, recovery for the excess quantity used or wasted will be effected with departmental charges from the contractor. Decision of BHEL on this will be final and binding on the contractor.

### 2.1.29

For any class of work for which no specifications have been laid down in these specifications, work shall be executed as per the instructions of BHEL.

### 2.1.30

Housekeeping in the erection and preassembly area is as important as the well-planned and orderly work. The access to site for inspection approaches by BHEL and customer engineers and leading of the material shall be made available by the contractor at all times. The shifting and reshifting of erection materials, tools and plants and clearance of restrictions, filling of ditches, undulation near preassembly and switch yard area is the responsibility of the contractor. Contractor should visit the site and acquaint himself with all restrictions and difficulties that he may encounter during erection/commissioning stages.

### 2.1.31

The contractor shall handover all parts/materials remaining extra over the normal requirement with proper identification tags in a packed condition to BHEL stores. In case of any misuse or use over actual design requirements, BHEL reserves the right to recover the cost of parts/materials used in excess or misused. Decision of BHEL engineer in this regard will be final and binding on the contractor.

### 2.1.32

The contractor should take all reasonable care to protect equipment and materials under his custody either in his stores or at site. Copper tubing, brass fittings, brass valves etc. Forming an integral part of equipment or system are liable to greater damages / pilferages / theft / losses. It will be responsibility of contractor to arrange for adequate security round the clock for protection from such damages/pilferages/theft/losses.

### 2.1.33

The contractor shall ensure that all the packing materials and protection devices used for the various equipment's during transit and storage are removed before this equipment are erected in position.

### 2.1.34

Overhauling, cleaning, revisioning, servicing of equipment's during erection and commissioning stages will be arranged by the contractor. All equipment's shall be preserved and protected before and after erection as per the advice of BHEL engineer.

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### 2.1.35

Substantial portion of cable laying & termination shall be done by other agencies for those equipment covered under this tender specification. The glands & lugs shall be supplied either loose or fitted with the equipment's. Contractor shall take care of this aspect at the time of receipt of the equipment from BHEL stores. Contractor shall account for the quantities received with equipment's and shall hand over the same to cabling agency under intimation to BHEL Engineer. Contractor shall extend all necessary help & co-ordinate with the cabling agency during the course of work.

### 2.1.36

**Contractor will be required to maintain in his site office at least one PC (computer) along with minimum accessories like printer, etc to enable him to carry out site activities in a planned, well-coordinated and smooth manner.**

### 2.1.37

Contractor shall prepare Marked-Up drawings incorporating modifications and deviations from original drawings or prepare fresh sketch for actual installation / connection details if need be, that can be converted to "As-built" drawing.

## 2.2 TESTING, PRE-COMMISSIONING, AND POST COMMISSIONING:

### 2.2.1

The contractor shall perform various activities during pre-commissioning, integrated testing, post-commissioning stages of equipment covered under this tender specification. It is responsibility of contractor to arranged tools & plants, test equipment's, experienced engineers and technicians. Contractor shall earmark separate manpower for respective commissioning areas and they shall not be disturbed /diverted for other work. The contractor's commissioning group shall work as per the instruction of BHEL Engineer and they shall coordinate day-to-day activity with other agency and BHEL/ Customer. The testing activity may have to be repeated till satisfactory results are obtained and also to satisfy the requirement of Customer / statutory Authority.

### 2.2.2

The contractor shall simultaneously start testing & commissioning activities for equipment's to match the mile stone activities of the project.

### 2.2.3

The mobilization of these commissioning groups shall be such that planned activities are taken up in time and also completed as per schedule and work undertaken round the clock if required. It is responsibility of contractor to discuss on day to day / weekly / monthly basis the requirement of manpower, consumables, tools & tackles / testing equipment's with BHEL Engineers and arrange for the same. If at any time the requisite manpower, consumables, testing equipment's etc are not arranged then BHEL shall make alternative arrangements and necessary recoveries with overhead cost will be made from the running bills.

### 2.2.4

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It shall be specifically noted that the contractor may have to work round the clock and in shifts during the pre-commissioning and commissioning period along with or without BHEL engineers and hence considerable overtime payment is involved. The contractor's quoted rates shall be inclusive of all these factors.

### 2.2.5

In case any rework/ repair / rectification/ modification / fabrication etc is required because of contractor's faulty workmanship which are noticed during the commissioning of, at any stages, the same shall be rectified by the contractor at his cost. If during the commissioning any improvement / repair / rework / rectification / fabrication / modification due to design improvement is required, the same shall be carried out by the contractor promptly and expeditiously.

### 2.2.6

During the commissioning activities and carrying out various tests, if any of temporarily work such mounting of test equipment's / cabling etc are required; the contractor shall carry out such work without any extra cost. The same shall be removed after completion of the activity.

### 2.2.7

During this period, though BHEL/ client's staff will also be associated in the work, the contractor's responsibility will be to arrange for complete requirement of men and required Tools & Plants, Consumables, Scaffolding and approaches etc., till such time the commissioned unit is taken over for trial operations.

### 2.2.8

The contractor shall carry out any other tests as desired by BHEL engineer on erected equipment covered under the scope of this contract during testing, pre-commissioning and commissioning, to demonstrate the completion of any part or whole of work performed by the contractor.

### 2.2.9

The pre-commissioning activities will start in phased manner to meet the various milestones and shall continue till equipment's are commissioned fully with all connected equipment / devices or handed over to customer for regular operation. In this duration other erection activities such as cabling etc., shall be carried out by other agencies even though equipment's are partially commissioned / charged. In order to co-ordinate the work such as issue of safety permit, normalization and compliance of other requirement, contractor shall keep team of experienced engineer, supervisor, technician and helper in each shift as decided by BHEL Engineer. The team shall take instruction from BHEL Engineer for day-to-day work and shall not be diverted for other work. No extra payment shall be made for their services.

## 2.3 INTEGRATED ELECTRICAL CABLING TESTING/COMMISSIONING

The brief scope of work under is defined as below, but not limited to the following. Contractor shall discuss & finalize testing procedure with BHEL Engineer In-Charge for the test to be conducted on Generator Control & Relay Panel testing. Drawing & documents shall be provided by BHEL at the time of testing. BHEL decision in this regard shall be final and binding on the contractor.

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The contractor shall prepare all erection / commissioning log sheets and protocols / test certificates as per field quality plan, get is signed by the concerned BHEL/customer engineer and submit the same to BHEL engineer as per his instruction.

Contractor shall maintain the charged and commissioned equipment till the same is taken over by customer.

***Contractor's quoted rates for all concerned items shall include Integrated Testing as defined hereinafter.***

### **2.4 WELDING, NON-DESTRUCTIVE TESTING ETC.**

- A) Installation of equipment involves good quality welding, NDE checks etc.
- B) Welder deployed for aluminum welding shall have experienced and approved by BHEL and BHEL's Customer after due qualification process/testing.
- C) Welding of all structural steel & aluminum shall be done only by the qualified and approved welders.
- D) All the welders shall be tested and approved by BHEL engineer before they are actually engaged on work though they may possess IBR/other certificate. BHEL reserves the right to reject any welder without assigning any reason.
- E) The welded surface shall be cleaned of slag and painted with primer paint to prevent corrosion. For this paint will be supplied by the contractor.
- F) Welding electrodes have to be stored in enclosures having temperature and humidity control arrangement. This enclosure shall meet BHEL specifications.
- G) Certain types of coated welding electrodes, prior to their use, call for baking for specified period and will have to be held at specified temperature for specified period. Also, during execution, the coated welding electrodes have to be carried in portable ovens.

### **2.5 MEASUREMENTS & WASTAGE & CUTTING ALLOWANCES:**

#### **2.5.1**

For all payment purposes, measurement shall be made on the basis of the execution of drawings/physical measurements. Physical measurements shall be made by the contractor in the presence of the Engineer.

#### **2.5.2**

The measurement for cable, impulse pipes/tubes, GI pipe, conduits, flexible conduits, trays etc., shall be made on the basis of length actually laid.

#### **2.5.3**

All the surplus, scrap and serviceable materials, out of the quantity issued to the contractor shall be returned to BHEL in good condition and as directed by the engineer.

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### 2.5.4

All materials returned to stores should carry aluminum tag indicating the size and type. Cables more than 5 meters length is termed as serviceable material and shall be returned size wise and category wise to the owner's stores/yard. Cable of serviceable length being returned to the stores in drums shall have their free ends sealed and the balance lengths on the drum(s) shall be noted and certified by the Engineer-in-charge. This shall be applicable only for the purpose of accounting the cables issued for installation.

### 2.5.5

While carrying out material reconciliation with contractor, all the above points will be taken into account. All serviceable material returned by the contractor shall be deducted from the quantities issued for the respective sizes and categories and the balance quantity (ies) will be taken as the net quantity (ies) issued to the contractor. Material reconciliation shall be done and allowable scrap quantity calculated as per wastage allowance percentage specified above. Any scrap/wastage generated by the contractor in excess of the allowable percentage shall be charged at the rates decided by the Engineer whose decision shall be final and binding on the contractor.

### 2.5.6

For all site-fabricated steel items such as supports, racks, frame, Canopy etc. physical measurement shall be made and then converted to tonnage. For steel material supplied to the contractor, all scrap shall be returned to BHEL stores with due accounting.

### 2.5.7

Every month the contractor shall submit an account for all the materials issued to him by BHEL in the standard Performa prescribed for this purpose by the site in charge.

### 2.5.8

The erection contractor shall make every effort to minimize wastage during erection work. Cutting and wastage allowance shall be computed on length, weight of material actually used, measured and accepted. In any case, the wastage shall not exceed the following limits;

Sl.No.	Item	% Wastage on issued Qty
01.	Each iron/steel section	2
02.	Each size of power cables	1
03.	Each size of control / shielded cable	2

### 2.5.9

If the actual wastage is more than the specified figure, then equivalent price of the excess portion will be deducted from the contractor's bill.

### 2.5.10

The cable taken off from drums shall be planned strategically such that jointing in the run of cables and wastage are avoided. For this purpose the exact route length between various equipment/panels as per the cable schedule shall be measured and the route length recorded before laying of the cables. Depending upon the route length and the type of cable required for various destinations, the cable drums shall be suitably selected for cable laying. Any jointing shall

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have to be approved by BHEL engineer. All the cut pieces/bits of cables, which are not used, shall be returned to the purchaser for accounting towards wastage. The cables damaged by the contractor shall have to be replaced by the contractor at his own cost.

### 2.5.11 NOTE:

Salvageable scrap shall mean lengths of pipes, multicables, other cables etc., that can be used one time or other at a later date and normally they are recovered from the cut-pieces of pipes, multicore cables, cables etc.

Non - Salvageable scrap means the lengths of tubes, pipes, multicore cables, cables etc., and they are from cut-pieces of tubes, pipes, multicore cables, cables etc., that cannot be used at all one time or other.

### 2.5.12

For any items or classes of work not specified herein but required for total completion of work, the same shall be carried out as per BHEL requirement. However, payment for these items/class of work shall be regulated on the basis of rate arrived at by either of the following methods:

- A) Based on rate of identical/similar items in the rate schedule.
- B) Based on the rate arrived from nearby items in the rate schedule.
- C) Wherever any item rate for similar type of work or nearby item rate does not exist in the rate schedule, rate will be worked out on the basis of work element or from fundamentals of estimation.

Contractor shall provide necessary resources for completion of such work within the stipulated time schedule. Value of such work shall be included while computing the total value of work finally executed for all contractual purposes, particularly for contract variation purpose.

### 2.5.13

The contractor's scope of work is further described in the clauses hereafter:

The work will comprise of, but not limited to the following:

### 2.5.14 CABLE TRAYS/CABLE DUCTS/ACCESSORIES

A Various types of sheet metal, galvanized cable tray, i.e. perforated, ladder type, sheet metal duct, solid bottom trays, pre-fabricated structural trays etc., will be supplied in standard lengths along with accessories and hardware viz; coupler plate, tray covers and tray clamps etc.

B Installation of cable tray/cable duct shall include cutting, laying, jointing, fixing tee/reducers/ bends/clamps, fixing of tray covers, hardware, welding of tray supports as per tray route layout etc.



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**C Fabrication of bends/tee/ reducers from straight length of tray is within the scope of work and rate quoted shall be inclusive in unit rate (in running meter).**

All site welds of cable trays shall be painted with approved primer and cold galvanizing paint, which shall be arranged by the contractor.

**D In case structural cable trays, bends, tees, reducers etc., are required to be fabricated from structural steel and installed, unit rate applicable for fabrication and installation of structural steel shall be applicable in such instances. Fabricated Tray Bend, TEE, Cover supplied by the Customer shall be paid in running Meter of that Cable Route. Alteration in readymade bends, tees, reducers etc shall not be paid extra cost.**

**E Cable trays/duct etc may have to be routed underground in cable trench, over head on structure, along the walls, floors etc.**

**F As per the BOQ Main Cable tray and support shall be installed in Cable cellar , TG Hall, Boiler floors, and Mill, ID-Fan, PA-Fan, FD-Fan, FGD, ESP, Soot Blower area and BOP area. Looping Trays shall be laid for JB to Field also under the scope of the contract.**

**G. Cable trays where ever is required by the other BHEL vendor (from BHEL Equipment to BHEL Equipment) are included in this contract as sizes mentioned in BOQ.**

**H. Horizontal runs of cable trays shall be supported at intervals of 1.5 meters approximately. Vertical runs (risers) shall be supported at approximately every 1 meter interval. Spacing between cable trays shall normally be kept 300mm for cable laying convenience and effective heat dissipation. Where direct heat radiation exists, heat isolating barriers shall be adopted**

**I. The cable tray numbering shall be provided at every 30 meter and at each end of cable tray & branch connection floor/wall opening.**

**I. Cable trays philosophy shall be as per enclosed cable erection philosophy.**

### **2.5.15 CABLE LAYING - (POWER / CONTROL / INSTRUMENTATION SHIELDED CABLES / PLUG-IN CABLES / DATA HIGHWAY, ARMoured / UN-ARMoured, SINGLE / MULTI-CORE, PVC / HR PVC / EPR/ FRLS / TEFLON / XLP INSULATION)**

1. Cable laying includes cutting to the required length, laying in overhead Cable racks / underground cable trenches, pipes, flexible conduits, dressing/clamping in tray, drilling of holes in gland plates in panels and junction box, glanding, splicing, dressing of spliced wire inside the panel and JBs, **providing printed ferrules (ferrule**



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**printing machines to be provided by contractor for printing necessary cross ferruling details) / PVC numerical / alphabetical ferrules (where printed ferrules not possible at all) machine engraved ferrules sleeve/ ferrule,** termination by using crimp type copper tinned/aluminium lugs, insulated/un-insulated, crimp and soldered termination, plug-in connections with insert type crimping, providing identification cable tags of PVC/aluminium at both the ends and at appropriate interval ( Approximately 30meters) throughout the route length, continuity checking, insulation resistance checking, high voltage test on HT cables. Contractor to arrange adequate numbers of his own ferrule printing machines. Buried cable routes shall have marker projecting 150 mm above ground and shall be spaced at an interval of 30 m along the route and at every bend.

2. Entry to the panels, JB's may be at top, side or bottom. All cable are required be supported and clamped near to the panel.
3. For sizes above 63 mm mild steel pipes with necessary fittings & accessories shall be provided and installed by the contractor. Pipes shall be manufactured by electric welding process. These pipes shall be of heavy duty class as per IS: 1239.
4. No single core cable shall pass through a GI conduit/ pipe or duct singly except DC single core cables. AC single core cables shall pass through GI conduit/ pipe in trefoil formation only, or through PVC pipes confirming to IS: 4985.
5. L.T. power cables of cross sectional area less than 95 sq. mm. and all control and Instrumentation cables shall be clamped in bunches by means of cable nylon ties.
6. Wherever cable glanding is not possible, either due to the gland plate size limitations or more number of cable entries, cables may have to be lifted inside the panel by making large cut-out in gland plate and providing 4 or 6 inch PVC pipe coupling glands. These pipe coupling glands shall be supplied by contractor within the quoted rates of cable lying.
7. Copper tinned lugs of various types up to 4 sq mm conforming to IS: 694 (pin, ring, fork, snap-on) for cables, PVC cable ties, PVC ferrules, PVC button and tapes, cable identification tag of PVC/metal as per site requirement, clamping and dressing material such as suitable cable ties/ clamps etc with hardware, PVC sleeves etc. shall be supplied by contractor within the quoted rate for cable laying. **However trefoil clamps with hardware for Single core power cable shall be supplied by BHEL.** The quality and make of cable lugs shall be got approved from BHEL engineer prior to their use on job.
8. All care should be taken to avoid abrasion, tension, twisting, kinking and stretching of cables during installation.
9. Testing and electrical measurement of cable installations shall conform to the requirement of IS: 1255.
10. Cable shielding – all signal cables are supplied with bare shielded copper wire/with braided wire shield. Generally, shield wire is kept isolated at instrument/field device

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## Chapter - II: Scope of Works

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end and continuity is maintained through JB's and earthed at panel end only. While terminating the shield wire in either panel or JB's, PVC sleeves are to be used to avoid two-point earthing.

11. Spare holes in the panels / Instruments / Actuators / Motors / JB's etc shall be sealed by suitable method by contractor. (The cost of work and Materials such as aluminum sheet or Adhesive tape / Plugs etc shall be within the quoted rates for laying of cables).
12. Many of the cable trays and cables have to be laid in cable trenches. For this purpose, the cover of the trenches have to be opened for working in site and whenever the cables are to be laid in existing cable tray, all safety precautions have to be observed. After completing the work, the trenches have to be cleaned and covers put back into position. Contractor shall also carry out de-watering from the trenches if required and arrange pumps etc. at his cost.

*Cables to be laid for exhaust fan and its starter box shall be laid on the wall/beam/ceiling for that spacer, cleat and clamp material shall be supplied by the bidder. Cable laying rate shall be inclusive of hardware items.*

Looping wire at terminal block of panels and electrical actuator is to be done by contractor at no extra cost. *Re termination of control/power cable in panel or equipment side due to any reason will not be paid extra. Agency shall provide the electrician during commissioning of equipment after cable termination work if necessary.*

- 13 *Cable clamping spacing for cables laid in cable trays shall be generally as under: (a) Trefoil clamps (Nylon clamps):*

*1) Horizontal run spacing: 750 mm (max.)*

*2) Vertical run spacing: 500 mm (max.)*

*(b) Other Clamps:*

*1. Power cables of sizes indicated under*

*(i) Single core cables: 500 sq. mm or higher (When not laid in trefoil formation e.g. dc circuits)*

*(ii) Multi core cables: 95 sq. mm or higher*

*Horizontal runs: Individually clamped at 750 mm interval (max.)*

*Vertical runs: Individually clamped at 500 mm interval (max.)*

*2. Power cables of other sizes*

*Horizontal runs: Collectively clamped at 750 mm interval (max.)*

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*Vertical runs: Collectively clamped at 500 mm interval (max.)*

### *3. Control Cables*

*Horizontal runs: Collectively clamped at 750 interval (max.)*

*Vertical runs: Collectively clamped at 500 mm interval (max.)*

- 14 Contractor shall carefully plan the cutting schedule of each cable drum in consultation with BHEL site engineer such that wastages are minimized. Recovery will be made in case the wastages are exceeding the wastage allowances fixed in this contract.
- 15 Cable lying shall include drilling of gland holes, fixing of cables, glands, tagging, ferruling, termination & continuity checking. The erection contractor shall supply consumables like aluminum tags, lugs and ferrules.
- 16 **Unit rate quoted for cable lying shall include the activities as defined above from Sl. No. 1 to 15.**

### **2.5.16 JUNCTION BOXES/PUSH BUTTONS**

1. Checking of installation for correctness.
2. Functional checking/ adjustment of JB / PB for their system.
3. Erection/Testing/Commissioning

### **2.5.17 SCOPE OF ABOVE GROUND EARTHING**

1. The contractor shall carry out above ground earthing for all Electrical equipment and cable tray erected BHEL vendor, which may be erected by him, or some other agency. Different type of earthing materials shall be supplied and the contractor shall lay and connect the earthing materials as per site requirement and as detailed in drawings. Unit rate for earthing material shall be paid on running meter basis.
2. All equipment shall be earthed by two separate and distinct connections. Earthing terminals will be available in all the equipment supplied by BHEL.
3. Generally risers are provided near the structure / equipment foundation, In case risers are not visible and buried below the foundation level, contractor shall carry out necessary earth excavation for connecting the above ground earthing strips.

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Wherever welding is involved necessary protective coating shall be applied on weld joints.

- 4 The earthing conductors shall be mild steel/G.I. strips/wires. All connections from the equipment to the main earthing conductors shall be made as illustrated in earthing drawings. A copy of earthing drawing shall be provided to the successful bidder.
- 5 A continuous earthing conductor shall be installed in all cables trays and securely clamped to each tray section by suitable connectors to form a continuous earthing system. When two or more trays supporting power cables run on parallel a continuous earthing conductors shall be provided on one tray only with tap-offs to the control cable trays. All valve and damper motor and rapping motors will be earthed to this conductor.
- 6 If the equipment is not available at the time of earthing conductor laying tap connections from the main earthing conductor shall be brought out up to slab equipment foundation level with at least 200 mm spare length left for further connections to equipment earthing terminals.
- 7 Entire system shall be earthed in accordance with the provisions of the relevant IEC recommendations/IS code of practice IS 3043-1947 and Indian Electricity Rules, so that the values of the step and contact potentials in case of faults are kept within safe permissible limits.
- 8 Parts of all electrical equipment and machinery not intended to be live shall have two separate and distinct earth connections each to conform to the stipulation of the Indian Electricity Rules and apparatus rated 240 V and below may have single earth connections.
- 9 If any outer shops and buildings as well as the electrical sub-stations and electrical rooms are also in contractor's scope, a ring main earthing system will be provided. Ring main earthing systems shall again be interconnected as a network to power plant main earthing mat. Internal earthing ring in the electrical equipment room provided by the contractor whether equipment of the area is in their scope of not.
- 10 For different floors in a building, localized internal earthing ring shall be formed and connected to the ground earthing through vertical risers. The earthing mat shall be common to both power and lighting installations.
- 11 A minimum of two spare earth rings will be provided in each floor of the building for earthing future building.
- 12 Each RCC steel column of the building will be interconnected to the floor-earthing grid in basement/ground floor. For protective earthing separate conductor shall be used for flow of earth fault current as elaborated below:

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- 13 Contractor shall carry out minor civil i.e. chipping of floor (where earth strip is to be laid on floor), removal of topsoil for laying earth strip in switchyard area etc.
- 14 It is the responsibility of contractor to provide manpower for periodic maintenance after the initial commissioning till handing over the system to customer. During this period the activities are to be carried out such as checking the electrolyte & specific gravity of individual battery, topping up of electrolyte, cleaning etc.
- 15 Refer & follow the notes mentioned in Drg no. PE-DC-415-509-E004

### 2.6 STRUCTURAL FABRICATION AND INSTALLATION.

#### A. INSTRUMENT/ JUNCTION BOX FRAME/ CABLE TRAY & MISC STRUCTURES FABRICATION.

1. Structural steel material like MS angles, channels, beams, flats, plates etc. shall be supplied in running meter and the same shall be used for misc. fabrication if required. and the same shall be used for fabrication of panel base frame, cable tray supports, Canopies for instruments/panels/ drives/JB's/Push Buttons etc., Instrument/Junction box frames, Impulse Pipe/Instrument Air Pipe supports and instruments etc.
2. This shall include cutting to size, contouring of ends for connections if required, welding, grinding of excess weld deposits/burrs, drilling of holes for mounting of device/instrument, installation at location, leveling, alignment, providing bracings and painting etc. No gas cut holes will be permitted.
3. All the fabricated supports/frames for instruments, trays, pipes, electrical equipment's, etc., shall be epoxy painted after sand blasting and surface preparation as per painting specifications. Paints and other associated items are in the scope of the contractor.
4. Frame installation at site may involve mounting either on concrete floor by grouting/using anchor fasteners or on steel structure by welding etc. All consumables including anchor fasteners shall be arranged by the contractor. Where required, as part of work, concrete floors may have to be chipped out to reinforcement depth for anchoring the frames. Wherever grouting is required, contractor shall arrange all the required material including cement/grout mix, shuttering etc., necessary labor and meet all other requirements as part of work.
5. In case, structural cable trays, bends, tees, reducers etc., are required to be fabricated from structural steel and installed, unit rate applicable for fabrication and installation of structural steel shall be applicable in such instances.

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## Chapter - II: Scope of Works

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6. In certain packages, members of frames/rack for mounting of junction boxes/ instruments may be supplied readymade. These have to be assembled prior to installation. The installation rate as quoted shall include assembly of the frames.
7. Gas cutting of tray/impulse pipe support and holes in frame is not permitted. Only hacksaw cutting/ drilled hole shall be permitted.

### 1. METAL CHANNEL FLEXIBLE BOLTABLE CABLE SUPPORT SYSTEM (ESP)

Flexible GI cable support system, consisting of single/double channels, base plates, and cantilever arms are as per BOQ. Wherever necessary, the base plate beam clamps will be supplied for bolting. Otherwise, the base plates are to be welded to the racks or beams if necessary at 90 deg.

Angle fittings, flat plate fittings, clamps for single & double channels, fasteners etc. will be supplied for fixing trays and cantilever arms and for this no separate erection charges will be paid. Quoted Rate Rates shall be accommodated in support channel and cantilever arm erection. Brief scope of work is further defined as below:

3. Metal channel bolt able GI cable support shall be supplied. Each cable rack assembly comprises of sub components such as single or double channel, base plate for single/double channel, angle fitting, clamps, cantilever arm, anchor fastener, associated hardware (spring loaded nuts, bolts and washers) etc.
4. Channel shall be supplied in standard length of six meter. Contractor shall cut the channel and assembly the rack as per site requirement. Cantilever arm is to be fixed on channel support with spring loaded nuts / bolts as per installation drawing.
5. Base plate / angle fitting shall be continuously welded all around to steel members /plate insert if provided. Brackets / clamps shall be welded to steel surface with channel as applicable in position to ensure alignment of clamps / channels. Weld thickness shall be 6 mm minimum. In case steel surface is not available for welding, anchor bolts is to be used for fixing the base / angle fitting.
6. Main support for longitudinal cable tray run in the cable vaults shall be fixed at both ends at top as well as bottom as outlined above.
7. Galvanization damaged due to welding / cutting shall be re-painted with cold galvanizing paint (paint in contractor's scope).
8. Unit rate for **"Single / Double Channel"** shall include cutting channel in required lengths, fixing of angle fittings/ base plate / clamps / brackets / fasteners/ cantilever arms /, welding etc as required as per type of installation.
9. Refer drg no. PE-DG-239-507-E051 for reference.

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10. The Nuts & bolts should be galvanized type.

### 2.15 FINAL PAINTING

- A. The contractor shall provide all the primer, paint, and other consumables like brush, cleaning agents etc. All T&P, manpower, supervision is in contractor's scope. Painting shall be carried out as per colour scheme approved by BHEL/ BHEL customer.
- B. All metal parts of the equipment including supports, structures, etc., as applicable shall be painted after thoroughly cleaning the surface from dust, rust, greases, oils, scales, etc, by wire brush, scrapping, sand blasting/ shot blasting (**as applicable**) as specified in relevant erection documents. The above parts shall then be painted with specified two coats of specified paint over the shop primer/paint. Also, where the shop primer/paint has peeled off, the affected area shall be cleaned thoroughly by the specified method and then primer coat applied. Similarly, certain components may be supplied without any primer/paint coat from shop. The surface of such items shall be cleaned as per specifications, coated with suitable primer and then coated with final paint coats. The dry film thickness after final coat should be as per specification. The color, shade etc. shall be as per specification. Painting schedule will be furnished at site. The scope of painting work is for the following areas. Primer and paint shall be sourced only from the following manufacturers or any other manufacturers approved by BHEL.

Siemens Grey  
Berger Paints (I) Ltd.  
Asian Paints Ltd.  
Goodlass Nerolac Paint Ltd.  
Jenson & Nicholson Ltd.  
Shalimar paints Ltd.

In order to have consistency in painting system, it is preferable that all the supplies are sourced from one single manufacturer.

- C. All the fabricated frames, racks, supports, panel base frame etc. wherever applicable shall be painted primer and with two coats of paint as specified earlier herein.
- D. Touch-up painting of switchgear panel, 415 Volt LT MCC, Control Panels or any other equipment /devices wherever necessary.
- E. The primer shall be compatible with the final coat paint schedule.
- F. Full painting of transformers, bus ducts with two coats of paint as per specification



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- G. Supply of paint, primers, other consumables etc for above and any other scope in these specifications shall be in Contractor's scope.
- H. Irrespective to scopes of painting & supply of paint mentioned elsewhere it is to be noted that supply of paint, primers, other consumables etc for all primer/painting works to be done by the contractor, shall be in Contractor's scope. No dispute shall be entertained on the above matter.

### 2.16

The work under this scope being quite sophisticated and also quite extensive, for proper planning, monitoring, reporting, etc of ongoing works, the contractor shall establish his own computer(1 no.) and printer(1 no.) at his site office, along with suitable operator(s), consumables, etc. **Non-establishment of above equipment will attract penalty @ Rs 10000 (Rs Ten thousand only) per month.**

BHEL uses its own software SOMS (Site Operation and Management System) for total project execution and billing. The contractor shall also provide adequate and suitable skilled manpower for updating / entries into SOMS in BHEL computers at site.

### 2.17 **Troubleshooting during plant operation**

During pre-commissioning / commissioning stages when the plant will be under various stages of operation, it will be necessary to have continuous (day and night) presence of suitable manpower along with required tools to attend to any defects etc that may arise during such operation. The contractor will be required to put such personnel in shifts in electrical area. The bidder must also take this aspect into consideration.

### 2.18

Equipment's / instruments etc., under the above scope of erection and commissioning are generally dispatched from BHEL's manufacturing units / vendor's works at site well before start of erection. Sometimes, such dispatched materials may get stuck up with transporters/railways. The contractor shall provide support / manpower for necessary chase up for removal of such bottlenecks in transportation. Also, for smaller items, it could be necessary to depute his person to personally carry certain items from works to site. Requirement of such activities, which will be decided by BHEL engineer and chase up



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter - II: Scope of Works

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activities, if required, shall be performed under authorization by BHEL. The above services shall be provided within the quoted rates.

### 2.19 STATUTORY CLEARANCES (If Required)

1. Contractor should have / Obtain valid Electrical Contractor-ship License to carry out the Erection, Testing & Commissioning work on High / Low Voltage electrical equipment's viz **HT Cables** from the appropriate statutory authority of concern state or Central Electricity Authority, as the case may be. All fees and expenses in this regard shall be in the contractor's account.
2. Contractor shall arrange inspection of concerned Statutory Authority for the installation, testing & commissioning of High / Low voltage equipment covered under this tender specification and obtain their approval in appropriate format prior to charging of the equipment's.
3. Contractor shall be responsible for all necessary liaisoning work with Statutory Authority towards the certification of installation / works. BHEL shall reimburse Statutory Fees as per actual on submission of original receipt, however all incidental expenses shall be borne by Contractor. BHEL/ BHEL's Customer shall be providing technical assistance, drawing & document for submission to Statutory Authority. Contractor shall provide all logistics services in this regard.
4. The installation of all electrical equipment's shall be carried out only by persons holding valid certificates of Competency for the voltage classes as defined in this tender specification, issued by appropriate state or central Statutory Authority. Contractor shall submit the particulars of Licenses held by him.
5. The contractor has to arrange electrical license to work of the concerned state where the project being executed within a 6 weeks of mobilization at site for carrying out the works covered under this contract.

### 2.22A SAFETY:

Deployment of HSE personnel(s) is mandatory requirement at site. Any dilution in deployment of HSE personnel(s) will attract penal deductions from the vendor's RA bills and in this regard decision of BHEL Site Construction Manager shall be final and binding on the contractor.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.1	<b>PART I ESTABLISHMENT</b>			
3.1.1	<b>FOR CONSTRUCTION PURPOSE:</b>			
a	Open space for office (as per availability)	Yes		Non chargeable basis (Location will be finalized after joint survey with owner)
b	Open space for storage (as per availability)	Yes		Non chargeable basis (Location will be finalized after joint survey with owner)
c	Construction of bidder's office, canteen and storage building including supply of materials and other services		Yes	
d	Bidder's all office equipments, office / store / canteen consumables		Yes	
e	Canteen facilities for the bidder's staff, supervisors and engineers etc		Yes	
f	Fire fighting equipments like buckets, extinguishers etc		Yes	
g	Fencing of storage area, office, canteen etc of the bidder		Yes	
3.1.2	<b>FOR LIVING PURPOSES OF THE BIDDER</b>			
a	Open space for labour colony (as per availability)		Yes	Contractor has to make his own arrangements shelter and transportation of labours as per their requirement
b	Labour Colony with internal roads, sanitation, complying with statutory requirements		Yes	
3.2.0	<b>ELECTRICITY</b>			

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
3.2.1	<b>Electricity For construction purposes only</b> of Voltage 415/440 V			
a	Single point source	Yes		Non chargeable basis (however any taxes, duties, levy etc. as charged by customer, shall be paid by contractor.) At a distance of 1000 M from site (Distance is only estimated, it may vary upto an extent depending on site condition)
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.2	<b>Electricity for the office, stores, canteen etc of the bidder</b>			
a	Single point source	Yes		Non chargeable basis (however any taxes, duties, levy etc. as charged by customer, shall be paid by contractor.) At a distance of 1000 M from site (Distance is only estimated, it may vary upto an extent depending on site condition)
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.2.3	<b>Electricity for living accommodation of the bidder's staff, engineers, supervisors etc</b>			
a	Single point source		Yes	
b	Further distribution including all materials, Energy Meter, Protection devices and its service		Yes	
c	Duties and deposits including statutory clearances if applicable		Yes	
3.3.0	<b>WATER SUPPLY</b>			
3.3.1	<b>For construction purposes:</b>			Non chargeable basis
a	Making the water available at single point	<b>Yes</b>		
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.2	<b>Water supply for bidder's office, stores, canteen etc.</b>			
a	Making the water available at single point	<b>Yes</b>		
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.3.3	<b><u>Water supply for Living Purpose</u></b>			
a	Making the water available at single point		Yes	
b	Further distribution as per the requirement of work including supply of materials and execution		Yes	
3.4.0	<b>LIGHTING</b>			
a	For construction work (supply of all the necessary materials) 1. At office/storage area 2. At the preassembly area 3. At the construction site /area		Yes	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – III: Facilities in the scope of Contractor/BHEL**

Sl. No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	For construction work (execution of the lighting work/ arrangements) 1. At office/storage area 2. At the preassembly area 3 At the construction site /area		Yes	
c	Providing the necessary consumables like bulbs, switches, etc during the course of project work		Yes	
d	Lighting for the living purposes of the bidder at the colony / quarters		Yes	
3.5.0	<b>COMMUNICATION FACILITIES FOR SITE OPERATIONS OF THE BIDDER</b>			
a	Telephone, fax, internet, intranet, e-mail etc.		Yes	
3.6.0	<b>COMPRESSED AIR wherever required for the work</b>		YES	
3.7.0	<b>Demobilization of all the above facilities</b>		YES	
3.8.0	<b>TRANSPORTATION</b>			
a	For site personnel of the bidder		Yes	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – III: Facilities in the scope of Contractor/BHEL

Sl. No	Description <b>PART I</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
b	For bidder's equipments and consumables (T&P, Consumables etc)		Yes	

Sl. No	Description <b>PART II</b>	Scope / to be taken care by		Remarks
		BHEL	Bidder	
<b>3.9.0</b>	<b>ERECTION FACILITIES</b>			
3.9.1	Engineering works for construction:			
A	Providing the erection drawings for all the equipments covered under this scope	Yes		
B	Drawings for construction methods	Yes	Yes	In consultation with BHEL
C	As-built drawings – where ever deviations observed and executed and also based on the decisions taken at site- example – routing of small bore pipes		YES	"
D	Shipping lists etc for reference and planning the activities	Yes		"
E	Preparation of site erection schedules and other input requirements		Yes	"
F	Review of performance and revision of site erection schedules in order to achieve the end dates and other commitments	Yes	Yes	"
G	Weekly erection schedules based on SL No. e		Yes	"
H	Daily erection / work plan based on SL No. g		Yes	"
I	Periodic visit of the senior official of the bidder to site to review the progress so that works are completed as per schedule. It is suggested this review by the senior official of the bidder should be done once in every two months.		Yes	

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – III: Facilities in the scope of Contractor/BHEL**

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Sl. No	Description  PART II	Scope / to be taken care by		Remarks
		BHEL	Bidder	
<b>3.9.0</b>	<b>ERECTION FACILITIES</b>			
J	Preparation of preassembly bed		Yes	
K	Arranging the materials required for preassembly bed and rail.	Yes		

**Note:** Although the Electricity is free for construction, the same shall be used sparingly. Details of Electricity units consumed shall be submitted to BHEL office every month for records.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – IV: T&Ps and MMEs to be deployed by Contractor

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Tentative List of Major T&P and MME to be deployed by the Contractor

### **A: MAJOR TOOLS AND PLANTS & MMEs TO BE DEPLOYED BY THE CONTRACTOR**

SL. NO.	DESCRIPTION	QUANTITY
01	TRANSFORMER OIL PURIFICATION PLANT WITH VACUUM PUMP FOR EVACUATION TRANSFORMER ALONGWITH ACCESSORIES & HOSES. A) CAPACITY 750/1000/6000 LTR. PER HOUR	APR
02	PRIMARY INJECTION KIT UPTO 10000 AMPS WITH PAIR OF LEADS & CLAMPS FOR TESTING CTS	APR
03	SECONDARY INJECTION KIT WITH INTEGRAL TIMER FOR RELAY TESTING WITH CABLES LEADS & BANNA PLUGS SELECTIVE RANGE 5 AMPS & 1 AMPS RANGE ( FOR RELAY TESTING)	APR
04	CFB & ZFB KIT OR EQUIVALENT FOR TESTING OF RELAY & DISTANCE PROTECTION	APR
05	PPM TESTER FOR TRANSFORMER OIL	APR
06	METERS FOR TIME MEASUREMENT OF BREAKER OPENING & CLOSING TIME	APR
07	3 PHASE VARIAC 15 Amps	APR
08	SINGLE PHASE VARIAC 28 AMPS	APR
09	TRANSFORMER TURNS RATIO TEST KIT	APR
10	HV TEST KIT AC, 0 –60 KV &DC, 0- 100 KV PREFERSBLY WITH DRY TYPE TRANSFORMER	APR
11	TRANSFORMER OIL BDV TEST KIT 0-100 KV WITH 2.5MM AIR GAP.	APR
12	PORTABLE AIR COMPRESSOR WITH DRIER AND REGULATOR MAKE "TOSHNIWAL"/"KHOSLA" RATED FOR 7/10 KG/CM2	APR



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – IV: T&Ps and MMEs to be deployed by Contractor

SL. NO.	DESCRIPTION	QUANTITY
13	SOLDERING IRON "SOLDRON" MAKE 25 WATT	APR
14	VACUUM PUMP	APR
15	MULTIMETRES	
16	DIGITAL "MOTWANE" MAKE 3.1/2 DIGIT OR HIL MAKE ANALOG MOTWANE MAKE DIGITAL 4.1/2 DIGIT Accuracy +/- 1% (HIL/MOTWANE/ Fluke make)	APR
17	STANDARD MILLI AMPS/MILLIVOLTS SOURCE MAKE RANGE 0 TO 60 mA AND 0 TO 100 mV	APR
18	INSULATION TESTER MOTORISED OPERATED / ELECTRONIC WITH SELECTIVE RANGE OF 1000 / 2500/ 5000 VOLT. Range 0.5 Mega ohms to 10000 Mega ohms	APR
19	INSULATION TESTER MAINS OPERATED/ ELECTRONIC 500 volt & 1000 Volts Range 0.5 Mega ohms to 1000 Mega ohms	APR
20	VARIABLE DC POWER SUPPLY 0 TO 250 V DC, 10 A MAKE "APLAB" OR EQUIVALENT(VARIABLE SOURCE)	APR
21	PHASE SEQUENCE INDICATOR	APR
22	FREQUENCY SOURCE 45 TO 55 HZ WITH 110V	APR
23	DIGITAL TONGUE TESTER A/C 5/10, 25/60/300 AMP RANGE AC KEW SNAP MAKE	APR
24	DIGITAL TONGUE TESTER D/C 30/60/300 AMS	APR
25	DIGITAL TONGUE TESTER 0-1 / 5 AMPS AC	APR
26	STOP WATCH	APR
27	CONTAINER FOR TRANSFORMER OIL SAMPLING	APR
28	TARPOLIN FIRE PROOF	As Required
29	DC SHUNT 400 AMS 75 MV	APR

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – IV: T&Ps and MMEs to be deployed by Contractor

SL. NO.	DESCRIPTION	QUANTITY
30	3 PHASE SHIFTER	APR
31	INDUSTRIAL TYPE VACUUM CLEANER	APR
32	MICRO OHM METER/DUCTER ( mV volt Drop Test Kit ) 0-200 A DC , 0-2000 Micro ohms with suitable calibrated cable leads for current injection & mv drop	APR
33	CAPACITANCE METER HAVING RANGE 20 pf –100MFD +/- 1%	APR
34	DECADE RESISTANCE BOX	APR
35	TELETALK 2 WIRE SYSTEM/MOBILE SYSTEM	APR
36	PORTABLE BLOWER WITH HEATING ARRANGEMENT	APR
37	TORQUE WRENCH (12-60Nm, 50-225 Nm)	APR
38	WATTMETER AC/DC 0-125-250V, 0-5-10A	APR
39	OSCILLOSCOPE 100 MHZ	APR
40	TACHOMETER (NON CONTACT TYPE)	APR
41	CAPACITANCE & TAN DELTA TEST KIT 12 KV	APR
42	OIL SPECIFIC GRAVITY AND PPM MEASURING INSTRUMENT	APR
43	RHEOSTAT	APR
44	POLARITY TEST KIT	APR
45	TEMPERATURE GUN DIGITAL TYPE	APR

## TECHNICAL CONDITIONS OF CONTRACT (TCC)

### Chapter – IV: T&Ps and MMEs to be deployed by Contractor

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SL. NO.	DESCRIPTION	QUANTITY
46	RELAY TESTING KIT	APR
47	TWO WAY INTERCOM SET WITH 50 to 100 MTRS CABLES FOR CHECKING THE CABLES CONTINUITY	APR
48	PROTECTIVE EARTH ROD SUITABLE FOR 220 / 400 KV SYSTEM HAVING LEAKAGE CURRENT METER, 70 SQMM CABLE & CLAMPS ANY REPUTED MAKE	APR
49	PHANTOM LOAD TEST KIT	APR
49	OTHER PROTECTIVE DEVICES	AS REQUIRED

APR- As Per Requirement

#### NOTE:

1. The list of instruments / equipments to be brought by the contractor as shown above sections are only indicative. any other instruments / equipments required for the execution of the work is to be necessarily arranged by the contractor within the quoted rates.
2. The testing/calibration instruments which are used to be duly calibrated in the interval prescribed by BHEL engineers from the reputed agencies decided by BHEL and test certificate to be furnished.
3. This above list is only indicative and neither exhaustive nor limiting. Contractor shall deploy all necessary T&P to meet the schedules & as prescribed by BHEL engineer and required for completion of work.

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**Chapter – V: T&Ps and MMEs to be deployed by BHEL on sharing basis**

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**5.0 T&P and MME by BHEL**

<b>SN</b>	<b>DESCRIPTION &amp; CAPACITY OF T&amp;P</b>	<b>QUANTITY IN NOS</b>	<b>PURPOSE</b>
01	EOT crane in TG Hall (135/30 MT) without Operator	1	For handling and erection within TG hall on sharing basis as available and subject to their accessibility and approachability.

**EOT Crane:**

1. Above T&P will be provided on sharing basis only. Contractor has to plan his activities well in advance and inform BHEL Engineer in charge/ Construction Manager the date of actual use. The decision of BHEL Engineer in-charge/CM on this will be final and binding.
2. Contractor shall provide the fuel for BHEL provided cranes for his use.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

### 6.1 MOBILIZATION, TIME SCHEDULE & CONTRACT PERIOD

#### 6.1.1 INITIAL MOBILIZATION

Contractor shall reach site, make his site establishment and be ready to commence the erection work as per instruction given by BHEL as per requirement.

#### 6.1.2 MOBILIZATION FOR ERECTION, TESTING & COMMISSIONING ETC.

The activities for erection, testing & commissioning etc shall be started as per the directions of construction manager of BHEL. Contractor shall mobilize further resources as per the requirement to commence the work of erection, testing etc. of TG and auxiliaries and progressively augment the resources to match schedule of the project.

#### 6.1.3 COMMENCEMENT OF CONTRACT PERIOD AND TENTATIVE SCHEDULE

Based on the availability of civil foundations from BHEL and materials from manufacturing units, contractor may have to advance the start of erection after getting clearance from construction manager, or the start of erection may get delayed due to site condition.

The contractor has to subsequently augment his resources in such a manner that following major milestones of erection & commission are achieved on specified schedules:

SN	MAJOR MILESTONE	COMPLETION
2	BOILER DRAINABLE HYDRO TEST	April-21
3	BOILER LIGHT UP & ALKALI BOIL OUT	Nov-21
4	STEAM BLOWING COMPLETION & SAFETY VALVE FLOATING	Feb-22
6	SYNCHRONIZATION	Mar-22
7	COAL FIRING & FULL LOAD	Apr-22
8	TRIAL OPERATION COMPLETION & HANDING OVER	May-22

Above time schedule is tentative and in order to meet above schedule in general, and any other intermediate targets set, to meet customer/project schedule, contractor shall arrange & augment all necessary resources from time to time as per the instructions of BHEL.

#### 6.1.4 PROVISION OF PENALTY IN CASE OF SLIPPAGE OF INTERMEDIATE MILESTONES:

In case of slippage of Two Major Intermediate Milestones, mentioned as M1 & M2 hereunder, Delay Analysis shall be carried out on achievement of each of these two Intermediate Milestones in reference to F-14.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

Milestones	Activities	To be completed by
M1	STEAM BLOWING COMPLETION & SAFETY VALVE FLOATING	Feb-2022
M2	COAL FIRING & FULL LOAD	Apr-2022

**Note 1:** Refer clause no 5 of IMPORTANT INFORMATION of the NIT regarding modalities against provision of penalty in case of slippage of Intermediate Milestones.

**Note 2:**

1. In order to meet above schedule in general, and any other intermediate targets set, to meet customer/project schedule, contractor shall arrange & augment all necessary resources from time to time as per the instructions of BHEL.
2. In case the activities in the schedule are to be advanced, the related structural activities in the scope of the contractor are to be advanced to meet the project requirement. No extra payment whatsoever shall be paid on this account.
3. The contractor shall submit area-wise L3 schedule within 7 days in consultation with BHEL. The detailed L3 schedule shall be approved by BHEL and same shall be implemented. Bidder shall submit L3 schedule in MS Projects to meet the agreed project schedule covering various mile stone activities and their split up details such as mobilization, procurement of materials, fabrication & erection activities. This schedule shall also clearly indicate the interface facilities / inputs applicable in each package.

### 6.1.4 CONTRACT PERIOD

**The Contract period shall be 14 months** from the start of work. Erection, Testing, Calibration and Commissioning of permanent equipment's required for completion of system shall be completed within the time schedule given above.

**Contractor shall plan his activities and mobilize additional resources accordingly to the satisfaction of BHEL engineer within the quoted rates.**

**The contract shall commence from the date of deployment of contractor's T&P, proper site setup and erection of first equipment. All the above three conditions are to be fulfilled (certified by BHEL engineer) for deciding the date of commencement of the contract.**

The contractor shall complete all the work in the scope of this contract within the contract period.

Subject to availability of materials and other inputs, it is the responsibility of the contractor to carry out work to achieve the monthly progress and keep up the schedules.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter – VI: Time Schedule

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Contractor shall draw the monthly erection programme along with BHEL engineer indicating the work to be achieved and event to be completed. Once the programme is drawn, he shall adhere to the same. Contractor shall plan and erect the materials as it is received at site. The monthly planned percentage shall take into consideration the material available at site before the start of the month and also any material received during the month. Contractor shall mobilize his resources required to achieve the monthly programs.

**Contractor shall specifically note that there is likely to be some delay in supplies of materials / release of work fronts / other reasons. Contractor shall have to work round the clock on such critical activities as a part of catch up programme to meet the project requirement to the extent possible and shall also provide required resources as part of scope of work.**

### 6.1.5 DEFINITION OF WORK COMPLETION

The contractor's scope of work under these specifications will be deemed to have been completed in all respect, only when all the activities are completed satisfactorily and so certified by BHEL site in charge. The decision of BHEL in this regard shall be final and binding on the contractor.

### 6.1.6 MATERIAL RE-CONCILIATION & SHORT CLOSURE OF CONTRACT

The contractor shall have to do material re-conciliation periodically. In extreme case if need arises, BHEL may short close the contract.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

<b>TERMS OF PAYMENT FOR ELECTRICAL WORKS</b>		
<b>Sl. No.</b>	<b>Activity/Work Description</b>	<b>% of unit rate</b>
<b>E</b>	<b>PRO RATA PAYMENTS (85%)</b>	
<b>1.0</b>	<b>Cable tray and accessories</b>	
1.1	Fabrication and fixing/welding/bolting in position	60%
1.2	Earthing of cable trays	10%
1.3	Tagging of cable trays (including touch up painting & cable tray numbering on sides)	8%
1.4	Covering of trays where ever envisaged	7%
	<b>Total =</b>	<b>85%</b>
<b>2.0</b>	<b>Cable laying including earthing wires</b>	
2.1	Laying of cables/Wires	45%
2.2	Glanding and termination (except HT terminations)	15%
2.3	Testing and charging	10%
2.5	Dressing and clamping	15%
	<b>Total =</b>	<b>85%</b>
<b>3.0</b>	<b>Junction box/Push button station (local)</b>	
3.1	Erection including fixing of terminal blocks where ever applicable	75%
3.2	Name plate fixing where ever applicable and labeling (inside and outside)	10%
	<b>Total =</b>	<b>85%</b>
<b>4.0</b>	<b>Misc. Structural steel including cable tray supports, Canopies etc, Conduits, pipes etc</b>	
4.1	Fabrication/Pre assembly	45%
4.2	Erection, Alignment, welding/bolting and if applicable chipping/grouting/painting	40%
	<b>Total =</b>	<b>85%</b>
<b>5.0</b>	<b>DG SETS/SWITCH GEARS/MCC/PCC/DISTRIBUTION BOARDS/MARSHALLING BOX/STARTER UNITS/ DRY TRANSFORMERS / ELECTRICAL HOISTS/ PANELS/CUBICLES/DESKS/UPS/ BATTERIES/ CHARGERS/VFD/ DAVR/LA ASSY/ NGT/ NGR/ SP/MISCELLANEOUS EQUIPMENTS/ ETC</b>	
5.1	Placement, Alignment and coupling/interconnection where ever applicable, erection of associated accessories etc	50%
5.2	Pre-commissioning checks and tests	10%
5.3	Charging, Loop testing and commissioning	15%



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

5.4	System commissioning	10%
		<b>85%</b>
6.0	<b>Earthing/Lightning protection strips, Earthing pits</b>	
6.1	Fabrication, erection, alignment, welding/bolting of earthing/lightning protection strips; earth pits completion	60%
6.2	Testing/commissioning	25%
		<b>85%</b>
7.0	<b>LT /HT Bus Ducts</b>	
7.1	Pre assembly of Bus Ducts and accessories, erection, alignment, bolting/welding etc complete with supporting structure	50%
7.2	Pre commissioning checks	20%
7.3	Testing, Charging and Painting (as applicable)	15%
		<b>85%</b>
8.0	<b>Testing/Commissioning of Equipment ( like motors, actuators, ESP Trfr, Misc Equipment's, etc) erected by other agencies</b>	
8.1	Local testing	40%
8.2	Remote testing, Loop testing, and commissioning	40%
8.3	System commissioning	5%
		<b>85%</b>
9.0	<b>Other items</b>	
9.1	Rubber mats/ Display Boards/Miscellaneous items/etc : on installation	85%
9.2	Specialized Commissioning Services - on pro rata basis.	85%
9.3	Civil Works - Prorata on completion of actual work.	85%
9.4	Termination, HT Termination, Straight through jointing etc : on pro rata basis	85%

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VII: Terms of Payment

<b>II</b>	<b>STAGE/MILESTONE PAYMENTS (15%).</b>	
1	Boiler Light-Up	1%
2	ABO	0%
3	Steam Blowing	1%
4	Safety Valve Floating	0%
5	Oil Flushing (TG)	0%
6	Barring Gear (TG)	0%
7	Rolling and Synchronization (STG)	2%
8	Full Load	2%
9	Trial Operation of Unit	3%
10	Painting	1%
11	Area cleaning, temporary structures cutting/removal and return of scrap	1%
12	Punch List points/pending points liquidation	1%
13	Submission of 'As Built Drawings'	1%
14	Material Reconciliation	1%
15	Completion of Contractual Obligation	1%
	<b>Total for Stage/Milestone Payments (15%)</b>	<b>15%</b>

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: TAXES, DUTIES, LEVIES

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### 8.0 TAXES, DUTIES, LEVIES (Rev 14 dated 09/10/2020)

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- 1) All taxes excluding GST, GST Cess & BOCW Cess **but including, Royalties, fees, license, deposits, commission, any State or Central Levy and other charges whatsoever, if any, shall be borne by you and shall not be payable extra.**
- 2) Any increase of the taxes excluding GST, GST Cess & BOCW Cess, at any stage during execution including extension of the contract shall have to be borne by the contractor. Quoted/ accepted rates/ price shall be inclusive of all such requirements. Please note that since GST on output will be paid by BHEL separately as enumerated below, your quoted rates/ price should be after considering the Input Credit under GST law at your end.
- 3) **GST** :  
The successful bidder shall furnish proof of GST registration .GST along with Cess (as applicable) legally leviable & payable by the successful bidder as per GST Law, shall be paid by BHEL. Hence Bidder shall not include GST along with Cess (as applicable) in their quoted price.
- 4) GST charged in the Tax Invoice/Debit note by the contractor shall be released separately to the contractor only after contractor files the outward supply details in GSTR-1 on GSTN portal and input tax credit of such invoice is matched with corresponding details of outward supply of the contractor and has paid the GST at the time of filing the monthly return
- 5) E-invoicing under GST has been implemented with effect from 1st October 2020 for all the taxable persons having turnover more than the threshold limit in any preceding financial year from 2017-18 onwards. Therefore, for all the taxable persons falling under the purview of E-invoice, it is mandatory to mention a valid unique Invoice Reference No. (IRN) and QR code as generated from E-Invoicing portal of the Government for the purpose of issuing a valid Tax Invoice. Only an E-invoice issued in the manner prescribed under rule 48(4) of CGST Rules shall be treated as valid invoice for reimbursement of GST amount.  
If the successful Bidder is not falling under the purview of E-Invoicing then he has to submit a declaration in that respect along with relevant financial statements.
- 6) Bidder shall note that the GST Tax Invoice complying with GST Invoice Rules (Section 31 of GST Act & Rules referred there under) wherein the 'Bill To' details will as below:  
BHEL GSTN – As per **Annexure -1**  
NAME -- Bharat Heavy Electricals Limited  
ADDRESS -- Site address

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: TAXES, DUTIES, LEVIES

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- 7) Bidder to immediately intimate on the day of removal of Goods (in case of any supply of goods) to BHEL along with all relevant details and a scanned copy of Tax Invoice to below email ids to enable BHEL to meet its GST related compliances :-  
Email id ---- to be intimated later on.  
In case of delay in submission of the abovementioned documents on the date of dispatch, BHEL may incur penalty /interest for not adhering to Invoicing Rules under GST Law. The same will be liable to be recovered from the successful bidder, if such delay is not attributable to BHEL.
- 8) In case of raising any Supplementary Tax Invoice (Debit / Credit Note) Bidder shall issue the same containing all the details as referred to in Section 34 read with Rule 53.
- 9) Bidder shall note that in case GST credit is delayed/ denied to BHEL due to delayed / non receipt of goods and /or tax invoice or expiry of the timeline prescribed in GST Law for availing such ITC, or any other reasons not attributable to BHEL, GST amount shall be recoverable from the vendor along with interest levied / leviable on BHEL, as the case may be.
- 10) Bidder shall upload the Invoices raised on BHEL in GSTR-1 within the prescribed time as given in the GST Act. Bidder shall note that in case of delay in declaring such invoice in your return and GST credit availed by BHEL is denied or reversed subsequently as per GST Law, GST amount paid by BHEL towards such ITC reversal as per GST law shall be recoverable from the bidder along with interest levied / leviable on BHEL.
- 11) Way Bill: Successful Bidder to arrange for way bill / e-waybill for any transfer of goods for the execution of the contract.

The Bidder has to make their own arrangement at their cost for completing the formalities, if required, with Issuing Authorities, for bringing materials, plants & machinery at site for execution of the works under this contract, Road Permit/ Way Bill, if required, shall be arranged by the contractor and BHEL will not supply any Road Permit/ Way Bill for this purpose.

- 12) **New taxes and duties:-**Any New taxes & duties, if imposed subsequent to due date of offer submission as per NIT & TCN, by statutory authority during contract period including extension, if the same is not attributable to you, shall be reimbursed by BHEL on production of relevant supporting document to the satisfaction of BHEL. However, you shall obtain prior approval from BHEL before depositing new taxes and duties.

Benefits and/or abolition of all existing taxes must be passed on to BHEL against new Taxes, if any, proposed to be introduced at a later date.

In case any new tax/levy/duty etc. becomes applicable after the date of bidder's offer but before opening of the price bid, the bidder must convey its impact on his price

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: TAXES, DUTIES, LEVIES

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duly substantiated by documentary evidence in support of the same before opening of the price bids. Claim for any such impact after opening the price bid will not be considered by BHEL for reimbursement of tax or reassessment of offer.

- 13) For transportation work, bidder shall declare in his quotation whether he is registered under GST, if yes, whether he intends to claim GST on forward charge basis. In absence of this declaration, BHEL will proceed further with the assumption that bidder intends not to claim GST on forward charge basis. However, in case of GST registered transporter, the amount to the extent of goods and service tax will be retained till BHEL avails the credit of GST. Further, transporter shall issue tax invoice which inter alia includes gross weight of the consignment, name of the consigner and the consignee, registration number of vehicle in which the goods are transported, details of goods transported, details of place of origin and destination, GSTIN of the person liable for paying tax whether as consigner, consignee or goods transport agency, and also containing other information as mentioned under rule 46.
- 14) **TDS under Income Tax shall be deducted at prevailing rates on gross invoice value from the running bills unless exemption certificate from the appropriate authority/ authorities is furnished.**
- 15) **TDS under GST shall be deducted at prevailing rates on applicable value from the running bills.**
- 16) **TCS under Income Tax 1961 has been implemented with effect from 1<sup>st</sup> October 2020 for every seller having turnover more than threshold limit during financial year immediately preceding financial year in which the sale of goods is carried out, who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding threshold limit other than export of goods or who is already covered under other provision of section 206C, collect from the buyer, TCS as per applicable rates of the sale consideration exceeding threshold limit subject to following conditions**
- i. Buyer shall be as per clause (a) of section 206C- (1H)
  - ii. Seller shall be as per clause (b) of section 206C- (1H)
  - iii. No TCS is to be collected, if the seller is liable to collect TCS under other provision of section 206C or the buyer is liable to deduct TDS under any provision of the Act and has deducted such amount.

**If Successful Bidder is falling under the purview of TCS then he has to submit a declaration in that respect along with relevant financial statements before the start of work or if bidder is falling under preview of TCS during the work in**

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: TAXES, DUTIES, LEVIES

progress then bidder is compulsorily required to submit relevant financial statement in the beginning of the respective FY.

For TCS claim, vendor has to submit relevant documents required as per Income Tax Act.

17) Refer Annexure – 2 for BOCW Act & Cess Act.

### ANNEXURE-1

#### State wise GSTIN no.s of BHEL

Sl. No	Projects under state	GSTIN
1	Andhra Pradesh	37AAACB4146P7Z8
2	Bihar	10AAACB4146P1ZU
3	Chhattisgarh	22AAACB4146P1ZP
4	Gujarat	24AAACB4146P1ZL
5	Jharkhand	20AAACB4146P5ZP
6	Madhya Pradesh	23AAACB4146P1ZN
7	Maharashtra	27AAACB4146P1ZF
8	Orissa	21AAACB4146P1ZR
9	Telangana	36AAACB4146P1ZG

### ANNEXURE-2

#### BOCW Act & Cess Act

Bidder may please note that the sub-contractor/bidder of BHEL engaging building or construction worker in connection with building or other construction work, are required to follow the procedures enumerated below:

1. It shall be the sole responsibility of the contractor as employer to ensure compliance of all the statutory obligations under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
2. It shall be sole responsibility of the contractor engaging Building Workers in connection with the building or other construction works in the capacity of employer to apply and obtain registration certificate specifying the scope of work under the relevant provisions of the Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 from the appropriate Authorities.
3. It shall be responsibility of the contractor to furnish a copy of such Registration Certificate within a period of one month from the date of commencement of Work.

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: TAXES, DUTIES, LEVIES

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4. It is responsibility of the contractor to register under the Building and other Construction Workers' Welfare Cess Act, 1996 and deposit the required Cess for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 at such rate as the Central Government may , by notification in the Official Gazette, from time to time specify. However, before registering and deposit of Cess under the Building and other Construction Workers' Welfare Cess Act, 1996, the contractor will seek written prior approval from the Construction Manager.
5. It shall be sole responsibility of the contractor as employer to get registered every Building Worker, who is between the age of 18 to 60 years of age and who has been engaged in any building or other construction work for not less than ninety days during the preceding twelve months as Beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996.
6. It shall be sole responsibility of the contractor as employer to maintain all the registers, records, notices and submit returns under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.
7. It shall be sole responsibility of the contractor as employer to provide notice of poisoning or occupation notifiable diseases, to report of accident and dangerous occurrences to the concerned authorities under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the rules made thereunder and to make payment of all statutory payments & compensation under the Employees' Compensation Act, 1923.
8. It shall be the responsibility of the sub-contractor as employer to make payment/deposit of applicable cess amount on the extent of work involving building or construction workers engaged by the sub-contractor within a period of one month from the receipt of payment. It shall also be responsibility of the Contractor to furnish BHEL on monthly basis, Receipts/ Challans towards Deposit of the Cess under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder along with following statistics :
  - (i) Number of Building Workers employed during preceding one month.
  - (ii) Number of Building workers registered as Beneficiary during preceding one month.
  - (iii) Disbursement of Wages made to the Building Workers for preceding wage month.
  - (iv) Remittance of Contribution of Beneficiaries made during the preceding month
9. BHEL shall reimburse the contractor the Cess amount deposited for the purposes of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 under the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder. However, BHEL shall not reimburse the Fee



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-VIII: TAXES, DUTIES, LEVIES

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paid towards the registration of establishment, fees paid towards registration of Beneficiaries and Contribution of Beneficiaries remitted.

10. It shall be responsibility of the Building Worker engaged by the Contractor and registered as a beneficiary under the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 to contribute to the Fund at such rate per mensem as may be specified by the State government by notification in the Official Gazette. Where such beneficiary authorizes the contractor being his employer to deduct his contribution from his monthly wages and to remit the same, the contractor shall remit such contribution to the Building and other construction Workers' Welfare Board in such manner as may be directed by the Board , within the fifteen days from such deduction.
11. Bidders may please note that though the quoted price is exclusive of BOCW (which will be reimbursed by BHEL as per sub-clause 9 above) , however, If at any point of time during the contract period, non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder is observed, BHEL reserves the right to deduct the applicable cess (1%) on the contract value and penalty ( if any, imposed by Cess Authorities) from the payables on account of non-compliance.
12. The contractor shall declare to undertake any liability or claim arising out of employment of building workers and shall indemnify BHEL from all consequences / liabilities / penalties in case of non-compliance of the provisions of the Building and other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 and the Building and other Construction Workers' Welfare Cess Act, 1996 and the rules made thereunder.



# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-IX: Specific Inclusion

### 9.0 SPECIFIC INCLUSIONS

#### 9.0.1 SPECIFIC INCLUSIONS

##### Consumables/items to be provided by BHEL free of charge

- 01 Metallic Cable glands
- 02 Steel for fabrication
- 03 Lugs beyond 4 sq.mm size

##### Consumables/items to be arranged by Bidder

- 01 Cable ferruling numbers and characters
- 02 Name plates/Tag plates with tying/fixing material for cable's at both end  
& field instruments
- 03 Cable Markers.
- 04 Consumables as required to complete the job on the instruction of BHEL.

#### 9.0.2 SPECIFIC INCLUSIONS ELECTRICAL

Sl. No	Description	Scope / to be taken care by		Remarks
		BHEL	Bidder	
1	Lugs up to 4 sq mm size	-	Yes	
2	Lugs beyond 4 Sq. mm size	Yes		For GI wire earthing
3	Paint, primer and consumables		Yes	
4	LT cable straight through jointing Kits		Yes	
5	HT Termination Kits	Yes	-	
6	Trefoil Clamps with hardware	Yes	-	For single core LT cable
7	Identification tags PVC /Metals, sleeve and clamps with hardware. PVC ties, Ferrule, Buttons and tap		Yes	

# TECHNICAL CONDITIONS OF CONTRACT (TCC)

## Chapter-X Annexure-I: Technical details.

### **TECHNICAL DETAILS**

#### **TECHNICAL DETAILS & DOCUMENTS/ DRAWINGS ATTACHED**

<b>S. No.</b>	<b>Description</b>	<b>Document No.</b>
1)	Key Single Line Diagram	BHEL DRG no.: PE-DG-415-565-E001 — (02 Pages)
2)	Typical Above Ground Earthing Arrangement	BHEL DRG No.: PE-DC 415509E004- (14 Pages)
3)	Cable Erection Philosophy	BHEL DRG No.: PE-DC 415507E004- (11 Pages)
4)	FGD Room layout	BHEL DRG No.: 01531800012- (1 Page)
5)	Boltable Type Cable Tray Support	BHEL DRG No.: PE-DG-239-507-E051 (11 pages)
6)	Cable Management System for reference Purpose	31 pages

1. These drawings and documents are mentioned here to give a better understanding of the scope of work. They are at different stages of development and approval and hence may be revised further. Any misunderstanding due to changes in these documents/ drawings will not be entertained by BHEL.
2. Besides these drawings/ documents, there are various additional applicable drawings/ documents which are in advance stages of finalization and will be shared during the work at site.

The entire work needs to be completed as per the latest and approved drawings/ documents..

**TECHNICAL CONDITIONS OF CONTRACT (TCC)**  
**CHAPTER XI – Schedule of items Quantities and Factor for**  
**Deriving Item Rate from the accepted Lumpsum Price**

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**This Chapter consists of Part A & Part B of Volume II “Price bid”:**

<b><u>CONTENTS</u></b>	
Description	Remarks
<b>PART A:</b> Instructions to the Bidders	Instructions
<b>PART B:</b> % weightage for amount of individual items of Schedule of quantity	Refer Latest Chapter-XI of Vol-IA TCC (BILL OF QUANTITIES AND % WEIGHTAGE OF INDIVIDUAL ITEMS)
<b>PART C:</b> Total Lump Sum Price for entire scope of Work	This part is implanted in the E-Procurement portal entitled as “ <b>Part-C of Vol-II Price Bid</b> ”.

**Part A: Instructions to the Bidders**

- Bidders shall quote Total Lump-sum Price for the entire scope of work at the excel sheet provided in the E-Procurement Portal titled as “Part-C of Vol-II Price Bid”.**  
Price mentioned elsewhere in the offer of the bidder shall be treated as Null and Void.
- BHEL has fixed the % weightages as in “Part-B” for the amount of individual items of Schedule of Quantity w.r.t. the total price of Price Bid Vol-II.
- Based on the pre-fixed % weightages, amount of individual items shall be derived by BHEL. This amount shall not be rounded off.
- Based on the quantities of individual item and the amount arrived in Sl No 3 above, item rate of individual items shall be derived by BHEL. This item rate shall be rounded off up to two decimal places and shall be used to calculate the total amount of an item.
- For the convenience of bidders, BHEL has issued an excel sheet (file titled as Excel Sheet for Calculation Purpose only-2469) with all requisite formulae as detailed above. ***However this excel sheet shall not form part of contract document. Further, this sheet should not be uploaded at the e-Portal.***
- Bidders to note that this is an ‘**Item rate contract**’. Payment shall be made for the actual quantities of work executed at the Unit rate arrived at as per serial no 4 above.

**PART B:** % weightage for amount of individual items of Schedule of quantity w.r.t. the total price (as quoted by the bidder in “Part C of Vol-II-Price Bid”)

**Note:** This Chapter-XI is uploaded separately as file titled ‘**Chapter XI-BOQ and Percentage Weightage**’-2469.