



DOC. NO.: PS: CPC: MM: SCT: NIT: Rev 00 Dated 02nd Feb 2024
AMENDMENT: 01, Dated 15th Feb' 2024

VOLUME - I

NOTICE INVITING TENDER

TENDER NO.:

BHEL/CPC/UKI/PRE-BID_BOP/25/050

WORK DESCRIPTION:

PRE-BID TIE-UP/ MOU FOR EXECUTION
OF BOP PACKAGES ON EPC BASIS AT
1X800 MW ULTRA SUPER CRITICAL UNIT
No. # 7 TO BE CONSTRUCTED ON ASH
DYKE AREA AT UKAI TPS, GSECL,
GUJARAT.

NOTICE INVITING E-TENDER (NIT)
NOTE: BIDDER MAY DOWNLOAD FROM WEB SITES

To

Dear Sir/Madam

Sub : NOTICE INVITING E-TENDER

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

1.0 Salient Features of NIT

SL NO	ISSUE	DESCRIPTION
i	TENDER NUMBER	BHEL/CPC/UKI/PRE-BID_BOP/25/050, Dated 08/11/2024
ii	BROAD SCOPE OF JOB	PRE-BID TIE-UP/ MOU FOR EXECUTION OF BOP PACKAGES ON EPC BASIS AT 1X800 MW ULTRA SUPER CRITICAL UNIT No. # 7 TO BE CONSTRUCTED ON ASH DYKE AREA AT UKAI TPS, GSECL, GUJARAT.
iii	DETAILS OF TENDER DOCUMENT	
a	Volume-IA	Technical Conditions of Contract (TCC) <i>Applicable</i>
b	Volume-IB	Owner (GSECL) bid document along with all amendments, clarifications, addendums, etc.- Available at https://gsecl.in/tender/index.html?page=1 (Tender No- 1705989437) <i>Applicable</i>
c	Volume-II	Price Schedule (Absolute value). <i>Applicable</i>
iv	ISSUE OF TENDER DOCUMENTS	Tender documents will be available for downloading from BHEL eProcurement portal (https://eprocurebhel.co.in) till due date of submission: Start: 08/11/2024, Time: 18:30 Hrs Closes: 25/11/2024, Time: 10:00 Hrs. Brief information of the tenders shall also be available at BHEL website (www.bhel.com) <i>Applicable</i>
v	DUE DATE & TIME OF OFFER SUBMISSION	Date: 25/11/2024, Time: 10:00 hrs Place: on https://eprocurebhel.co.in <i>Applicable</i>

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vi	OPENING OF TENDER	Date: 25/11/2024, Time: 16:30 hrs <i>Notes:</i> (1) In case the due date of opening of tender becomes a non-working day, then the due date & time of offer submission and opening of tenders get extended to the next working day. (2) Bidder may witness the opening of tender through e-Procurement portal only.	Applicable
vii	EMD AMOUNT	Rs. 50,00,000/- (Rupees Fifty lakh Only)	Applicable
viii	COST OF TENDER	Free	
ix	LAST DATE FOR SEEKING CLARIFICATION	Date: 16/11/2024 Along with soft version also, addressing to undersigned & to others as per contact address given below: 1) Name: Chittaranjan Swain Designation: Sr. Manager Deptt: Sub-Contracting Deptt, CPC Address: BHEL Sadan, 8 th Floor, Plot No. 25, Sec 16A, Noida - 201301 Phone (Mobile): 9999316863 Email: cs@bhel.in 2) Name: Vinod Jaseja Designation: Addl. General Manager Deptt: Sub-Contracting Deptt, CPC Address: BHEL Sadan, 8 th Floor, Plot No. 25, Sec 16A, Noida - 201301 Phone: (Mobile): 9453039786 Email: jaseja@bhel.in	Applicable
x	SCHEDULE OF PRE BID DISCUSSION (PBD)	Date: 13/11/2024, Time: 1100 hrs. Place: Bharat Heavy Electricals Limited, Central Procurement Cell, 8th Floor, BHEL Sadan, Plot no. 25, Sector 16A, Noida-201301, Uttar Pradesh <i>Interested bidders are requested to confirm their participation for Pre Bid Discussion (PBD) meeting either by physical meeting at above mentioned place or through Video Conferencing (VC).</i>	Applicable

		<p><u>Link for Pre-Bid Meeting:</u></p> <p>Microsoft Teams Need help?</p> <p>Join the meeting now</p> <p>Meeting ID: 434 127 890 656</p> <p>Passcode: 2o95Nm</p> <hr/> <p>Join on a video conferencing device</p> <p>Tenant key: teams@bhel.onpexip.com</p> <p>Video ID: 137 366 150 9</p> <p>More info</p> <p>For organizers: Meeting options</p> <hr/> <p>Mobile Link:</p> <p>https://teams.microsoft.com/dl/launcher/launcher.html?url=%2F%20%23%2F%2Fmeetup-join%2F19%3Ameeting_YTRiNWFjNGQtMGJiYS00Zjc1LWI3ZWQjZjE5NzUzMjg3ZDNk%40thread.v2%2F0%3Fcontext%3D%257b%2522Tid%2522%253a%2522b5fad749-aea2-4c55-a02b-fdbd7bcf8a8c%2522%252c%2522Oid%2522%253a%252209c4a16d-30bb-437e-8512-edadfc81053%2522%257d%26anon%3Dtrue&type=meetup-join&deeplinkId=97fd9485-1d14-4451-a05b-bf14b6a07e0e&directDl=true&msLaunch=true&enableMobilePage=true&suppressPrompt=true</p>	
xi	INTEGRITY PACT & DETAILS OF INDEPENDENT EXTERNAL MONITOR (IEM)	Please refer clause no. 15.	Applicable
xii	TYPES OF CONTRACT	Works	

xiii	LATEST UPDATES	Latest updates on the important dates, Amendments, Correspondences, Corrigenda, Clarifications, Changes, Errata, Modifications, Revisions, etc. to Tender Specifications will be hosted in BHEL webpage (www.bhel.com -->Tender Notifications --> View Corrigendums), BHEL eProcurement portal (https://eprocurebhel.co.in) 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** Instructions for Cost of Tender - Not Applicable.
- 4.0** Unless specifically stated otherwise, bidder shall deposit EMD as mentioned above. Proof of remittance of EMD should be uploaded in the E-Procurement Portal and originals, as applicable, shall be sent to the officer inviting tender within a reasonable time, failing which the offer is liable to be rejected.

For Electronic Fund Transfer the details are as below:-

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

b) Bank Particulars:

1) For Receipt of EMD In Cash/NEFT/RTGS/DD:

Name of account: Bharat Heavy Electricals limited

Account No: 10813608636

Branch: CAG-II New Delhi, 4th & 5Th Floor Redfort Capital Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi -110001

IFSC code: SBIN0017313

2) For Receipt of EMD In Bank Guarantee (BG): BG shall be as per prescribed formats attached as Annexure – 21.

a) For Beneficiary bank details:

Name of account: Bharat Heavy Electricals limited

Account No: 10813608636

Branch: CAG-II New Delhi, 4th & 5Th Floor Redfort Capital Parsvnath Towers, Bhai Veer Singh Marg, Gole Market, New Delhi -110001

IFSC code: SBIN0017313

The SFMS (Structured Financial Message System) for BG shall be sent to SBI Bank and the copy of the SFMS is to be attached along with the BG for submission to BHEL towards verification of authenticity of BG.

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- b) In case, any contractor / vendor shows their inability for issuance of Bank Guarantee from SFMS compliant bank,
 - i. Paper Bank Guarantee shall be sent to BHEL directly by the issuing bank under Registered Post (A.D.) / Speed Post/ Courier/ By Hand along with a covering letter and
 - ii. A declaration by contractor / vendor with list of their banks along with a confirmation that none of their banks are SFMS compliant.

3) For Receipt in Insurance Surety Bond (ISB): ISB shall be as per prescribed formats attached as Annexure – 22.

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

Documents Comprising the e-Tender

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

a. Techno-commercial Bid (UN priced Tender)

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

b. Price Bid:

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

DO NOT'S

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

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

Digital Signing of e-Tender

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

The Requirement:

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

The contact details of the service provider are given below:

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

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

International bidders are requested to prefix 91 as country code

Email Support - Technical - support-eproc@nic.in

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

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

The Vendors DSC Address List link as given below:

https://eprocurebhel.co.in/nicgep/app?component=%24DirectLink_0&page=DSCInfo&service=direct&session=T&sp=SDSCAddress.pdf

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

- 6.0** Instructions regarding Hard/Paper Bid - Not Applicable.
- 7.0** Deviation with respect to tender clauses and additional clauses/suggestions in Techno-commercial bid / Price bid shall NOT be considered by BHEL. Bidders are requested to positively comply with the same.
- 8.0** BHEL reserves the right to accept or reject any or all Offers without assigning any reasons thereof. BHEL also reserves the right to cancel the Tender wholly or partly without assigning any reason thereof. Also BHEL shall not entertain any correspondence from bidders in this matter (except for the refund of EMD).
- 9.0** Void
- 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,

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date and place as may be decided by BHEL. Bidders shall plan their visit accordingly. The outcome of pre-bid discussion (PBD) shall also form part of tender.

- 13.0** In the event of any conflict between requirement of any clause of this specification/ documents/drawings/data sheets etc. or requirements of different codes/standards specified, the same to be brought to the knowledge of BHEL in writing for clarification before due date of seeking clarification (whichever is applicable), otherwise, interpretation by BHEL shall prevail. Any typing error/missing pages/ other clerical errors in the tender documents, noticed must be pointed out before pre-bid meeting/submission of offer, else BHEL's interpretation shall prevail.
- 14.0** Unless specifically mentioned otherwise, bidder's quoted price shall deemed to be in compliance with tender including PBD.
- 15.0** Bidders shall submit Integrity Pact Agreement (Duly signed by authorized signatory who signs in the offer), **if applicable**, along with techno-commercial bid. This pact shall be considered as a preliminary qualification for further participation. **The names and other details of Independent External Monitor (IEM) for the subject tender is as given at Clause no. 1, Salient Features of NIT, Sl. no. (xi) above.**

“Integrity Pact (IP)”

- (a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl. No.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

- (b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.
- (c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are as per Clause no. 1, Salient Features of NIT, Sl. No. (ix) above.

- 16.0** The Bidder has to satisfy the Pre-Qualifying Requirements stipulated for this Tender in order to be qualified. The Price Bids of only those bidders will be opened who will be qualified for the subject job on the basis of satisfying the Pre-Qualification Criteria specified in this NIT as per Annexure-I (as applicable), past performance etc. and date of opening of price bids shall

be intimidated to only such bidders. BHEL reserves the right not to consider offers of parties under DEBARMENT.

17.0 Instructions regarding Hard Bid/Paper Bid – Not Applicable

18.0 Validity of the offer shall be for **six months** from the latest due date of offer submission (including extension, if any) unless specified otherwise.

19.0 BHEL shall be resorting to Reverse Auction (RA) (Extant Guidelines as available on <<https://www.bhel.com/guidelines-reverse-auction-2021>> 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/ JV Bidding: Applicable, in line with Pre Qualifying Requirements (PQR) of tender covered at Annexure-1.

24.0 The bidder shall submit documents in support of possession of ‘Qualifying Requirements’ duly self-certified and stamped by the authorized signatory, indexed and properly linked in the format for PQR. In case BHEL requires any other documents/proofs, these shall be submitted immediately.

25.0 The bidder may have to produce original document for verification if so decided by BHEL.

26.0 The consultant / firm (and any of its affiliates) shall not be eligible to participate in tender(s) for the related works or services for the same project, if they were engaged for the consultancy services.

27.0 Guidelines/rules in respect of Suspension of Business dealings, Vendor evaluation format, Quality, Safety & HSE guidelines, Experience Certificate, etc. may undergo change from time to time and the latest one shall be followed. The abridged version of extant ‘Guidelines for suspension of business dealings with suppliers/ contractors’ is available on www.bhel.com on “**supplier registration page**” i.e., <<https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors>>.

28.0 The offers of the bidders who are on the debarred list and also the offer of the bidders, who engage the services of the debarred firms, shall be rejected. The list of **debarred firms** is available on BHEL web site www.bhel.com on “**supplier registration page** i.e., <<https://www.bhel.com/list-debarred-firms>>.

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

28.1.1 **Commitment by BHEL:**

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

28.1.2 Commitment by Bidder/ Supplier/ Contractor:

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

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

29.0 Micro and Small Enterprises (MSE): This is a WORKS CONTRACT. MSE BENEFIT SHALL NOT BE APPLICABLE FOR THE PACKAGE.

30.0 The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to BHEL Fraud Prevention Policy displayed on BHEL website < <https://www.bhel.com/bhel-fraud-prevention-policy-0> > and shall immediately bring to the notice of BHEL Management about any fraud or suspected fraud as soon as it comes to their notice.

31.0 PREFERENCE TO MAKE IN INDIA:

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

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

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore,

including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder from a country which shares a land border with India" for the purpose of this

Clause means: -

- a. An entity incorporated established or registered in such a country; or
- b. A subsidiary of an entity incorporated established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose *beneficial owner* is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

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

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

Explanation

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

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

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

Note:

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

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

- 33.0** In the course of evaluation, if more than one bidder happens to occupy L-1 status, effective L-1 will be decided by soliciting discounts from the respective L-1 bidders.

In case more than one bidder happens to occupy the L-1 status even after soliciting discounts, the L-1 bidder shall be decided by a toss/ draw of lots, in the presence of the respective L-1 bidder(s) or their representative(s).

Ranking will be done accordingly. BHEL's decision in such situations shall be final and binding.

- 34.0** The Bidder declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

In case, the Bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/ guidelines.

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

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

must proactively declare such sister/ common business/ management units in same/ similar line of business."

36.0 Order of Precedence:

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

- a. Amendments/Clarifications/Corrigenda/Errata etc. issued in respect of the tender documents by BHEL
- b. Notice Inviting Tender (NIT)
- c. Price Bid
- d. Technical Conditions of Contract (TCC) —Volume-IA
- e. Owner (GSECL) bid document along with all amendments, clarifications, addendums, etc.- Volume-IB (Available at <https://gsecl.in/tender/index.html?page=1> (Tender No-1705989437)

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
Sr. Manager / SCT- CPC

Enclosure:

- i). Annexure-1: Pre-Qualifying Requirements.
- ii). Annexure-2: Check List.
- iii). Annexure-3: Reverse Auction Process Compliance Form
- iv). Annexure-4: Authorization of representative who will participate in the online Reverse Auction Process
- v). Annexure-5: RA Price Confirmation and Breakup
- vi). Annexure-6: Integrity Pact
- vii). Annexure-7: Undertaking as per Sl. No. C of Annexure-1 i.e. PQR
- viii). Annexure-8: Declaration reg. Related Firms & their areas of Activities
- ix). Annexure- 9: Declaration reg. minimum local content in line with revised public procurement
- x). Annexure-10: Declaration by the Contractor Regarding Compliance to Restrictions Under Rule 144 (xi) of GFR 2017
- xi). Annexure-11: Offer Forwarding Letter / Tender Submission Letter
- xii). Annexure-12: Declaration by Authorized Signatory
- xiii). Annexure-13: Power of Attorney for Submission of Tender/ Signing Contract Agreement
- xiv). Annexure-14: Declaration by Authorized Signatory Regarding Authenticity of Submitted Documents
- xv). Annexure-15: No Deviation Certificate
- xvi). Annexure-16: Declaration confirming knowledge about Site Conditions
- xvii). Annexure-17: Declaration for relation in BHEL
- xviii). Annexure-18: Non-Disclosure Certificate
- xix). Annexure-19: Bank Account Details for E-Payment
- xx). Annexure-20: Form for seeking clarifications
- xxi). Annexure-21: Proforma of Bank Guarantee for Earnest Money Deposit
- xxii). Annexure-22: Proforma of Insurance Surety Bond towards Earnest Money Deposit
- xxiii). Annexure-23: CEA Guidelines as per Sl. No. B of Annexure-1 i.e. PQR
- xxiv). Other Tender documents as per this NIT.

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

JOB	PRE-BID TIE-UP/ MOU FOR EXECUTION OF BOP PACKAGES ON EPC BASIS AT 1X800 MW ULTRA SUPER CRITICAL UNIT No. # 7 TO BE CONSTRUCTED ON ASH DYKE AREA AT UKAI TPS, GSECL, GUJARAT.	
SL. NO.	CRITERIA	
A	SUBMISSION OF INTEGRITY PACT DULY SIGNED	Applicable
B	<p>TECHNICAL CRITERIA:</p> <p>(i) PQR FOR BOP ON EPC BASIS AS PER CEA GUIDELINES (REFER CEA GUIDELINES ATTACHED AS ANNEXURE - 23)</p> <p style="text-align: center;">OR</p> <p>(ii) THE BIDDER CAN SUBMIT THE BID IN INDIVIDUAL CAPACITY & SHOULD HAVE EXECUTED IN THE LAST 10 YEARS INDUSTRIAL PROJECTS ON EPC BASIS ALONG WITH CIVIL WORKS IN THE AREA OF POWER, STEEL, OIL & GAS, PETRO-CHEMICAL, FERTILIZER AND / OR ANY OTHER PROCESS INDUSTRY WITH THE TOTAL VALUE OF SUCH PROJECTS BEING INR 10000 MILLION OR MORE. AT LEAST ONE OF SUCH PROJECTS SHOULD HAVE A CONTRACT VALUE OF INR 4000 MILLION OR MORE. THESE PROJECTS SHALL BE IN SUCCESSFUL OPERATION FOR A PERIOD OF NOT LESS THAN ONE (1) YEAR PRIOR TO THE DATE OF TECHNO-COMMERCIAL BID OPENING.</p> <p>NOTE: IN CASE, BIDDER ALONE DOES NOT MEET THE PRE-QUALIFYING TECHNICAL CRITERIA MENTIONED UNDER B(ii) ABOVE, BIDDER MAY UTILIZE THE EXPERIENCE OF ITS PARENT/ SUBSIDIARY COMPANY ALONG WITH ITS OWN EXPERIENCE, SUBJECT TO FOLLOWINGS:</p> <ol style="list-style-type: none"> THE PARENT COMPANY SHALL HAVE A CONTROLLING STAKE OF $\geq 50\%$ IN THE SUBSIDIARY COMPANY (AS PER FORMAT-1). 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. 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). PARENT COMPANY/ SUBSIDIARY COMPANY OF WHICH EXPERIENCE IS BEING USED FOR BIDDING, CANNOT PARTICIPATE AS A 'STANDALONE BIDDER' OR AS A 'CONSORTIUM BIDDER'. 	Applicable

C	<u>FINANCIAL CRITERIA:</u> BIDDER MUST NOT BE UNDER BANKRUPTCY CODE PROCEEDINGS (IBC) BY NCLT OR UNDER LIQUIDATION/BIFR, WHICH WILL RENDER HIM INELIGIBLE FOR PARTICIPATION IN THIS TENDER, AND SHALL SUBMIT UNDERTAKING (ANNEXURE-7 of NIT) TO THIS EFFECT.	Applicable
D	APPROVAL OF CUSTOMER	Applicable
E	PRICE BID OPENING	BY BHEL
F	CONSORTIUM/ JV BIDDING	Applicable

Format-1**Certificate for relationship between Parent Company / Subsidiary Company and the bidder**

To,

.....

.....

Dear Sir,

Sub: Bid for NIT Nodated..... 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)

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

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

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 fulfilment 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**

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

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

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

1	Name of the Tenderer	
2	Address of the Tenderer	
3	Type of the Firm/ Company	
(i)	In case of Individual Tenderer	His / her full name, address and place & nature of business shall be furnished along with the offer.
(ii)	In case of Partnership Firm	The names of all the partners and their addresses, A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be furnished along with the offer.
(iii)	In case of Companies	a) Date and place of registration including date of commencement certificate in case of Public Companies (certified copies of Memorandum and articles of Association are also to be furnished). b) Nature of business carried on by the Company and the provisions of the Memorandum relating thereof.
4.a	Details of Contact person for this Tender	Name: Mr./ Ms. Designation: Telephone No: Mobile No: Email ID:
4.b	Details of alternate Contact person for this Tender	Name : Mr/ Ms Designation: Telephone No: Mobile No: Email ID:
5	Validity of Offer	To be valid for Six Months from due date
6	EMD Details	

	DESCRIPTION	Applicability (BY BHEL)	Enclosed By Bidder
7	Whether the format for compliance with PRE QUALIFICATION CRITERIA (ANNEXURE – 1) is understood and filled with proper supporting documents referenced in the specified format.	Applicable	YES / NO
8	In case EMD is submitted in the form of Bank Guarantee (BG),	Applicable	YES / NO
	a) Copy of SFMS (Structured Financial Message System) to be attached along with the bank guarantee towards verification of authenticity of BG. Or		
	b) Declaration by contractor / vendor with list of their banks along with a confirmation that none of their banks are SFMS compliant and Paper Bank Guarantee sent to BHEL directly by the issuing bank under Registered Post (A.D.) / Speed Post/ Courier/ By Hand along with a covering letter.		
9	Whether all pages of the Tender documents including annexures, appendices etc. are read and understood	Applicable	YES / NO
10	Audited Balance Sheet and profit & Loss Account for the last Three years	Applicable	YES / NO
11	Copy of PAN Card	Applicable	YES / NO
12.	Copy of GST registration	Applicable	YES / NO
13	Submission of copy of Registration /Incorporation Certificate, Partnership Deed (Certified by Notary Public) as applicable for firm	Applicable	YES / NO
14	Organization Chart of the tenderer's organization, including the names, addresses and contact information of the Directors/Partners shall be furnished along with the offer.	Applicable	YES / NO
15	Integrity Pact (Annexure – 6 of NIT)	Applicable	YES / NO
16	Annexures – 3, 4 & 5 of NIT	Applicable	YES / NO
17	Annexures – 7, 8, 9 & 10 of NIT	Applicable	YES / NO
18	Offer forwarding letter / tender submission letter	Applicable	YES / NO
19	Declaration by Authorized Signatory	Applicable	YES / NO
20	Power of Attorney for Submission of Tender/Signing Contract Agreement	Applicable	YES / NO
21	Declaration by Authorized Signatory regarding Authenticity of submitted documents	Applicable	YES / NO
22	No Deviation Certificate	Applicable	YES / NO
23	Declaration confirming knowledge about Site Conditions	Applicable	YES / NO
24	Declaration for relation in BHEL	Applicable	YES / NO
25	Non-Disclosure Certificate	Applicable	YES / NO
26	Bank Account Details for E-Payment	Applicable	YES / NO
27	Format for seeking clarification	Applicable	YES / NO

NOTE: STRIKE OFF 'YES' OR 'NO', AS APPLICABLE. TENDER NOT ACCOMPANIED BY THE PRESCRIBED **ABOVE APPLICABLE DOCUMENTS** ARE LIABLE TO BE SUMMARILY REJECTED.

DATE :

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

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

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

ANNEXURE - 3**Reverse Auction Process Compliance Form**

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

To

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

Sub: Agreement to the Process related Terms and Conditions

Dear Sir,

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

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

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

With regards

Signature with company seal

Name:

Company / Organization:

Designation within Company / Organization:

Address of Company / Organization:

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

ANNEXURE – 4**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	

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

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

ANNEXURE – 5

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

To

- M/s. Service provider
- Postal address

CC: M/s BHEL
{Unit-
Address-}

Sub: Final price quoted during Reverse Auction and price breakup

Dear Sir,

We confirm that we have quoted.

Rs.{_____in value & in words_____} for item(s) covered under tender enquiry No. {...}
dt.{...}

Total price of the items covered under above cited enquiries is inclusive of {Packing & forwarding, GST freight and insurance charges up to {.....} District,{.....} State and Type Test Charges etc., other as per NIT}

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

The price break-up is as given below.

Total

=====

- Rs. in value & in words

=====

Yours sincerely,

For _____

Name:**Company:****Date:****Seal:**

ANNEXURE – 6**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 PRE-BID TIE-UP/ MOU FOR EXECUTION OF BOP PACKAGES ON EPC BASIS AT 1X800 MW ULTRA SUPER CRITICAL UNIT No. # 7 TO BE CONSTRUCTED ON ASH DYKE AREA AT UKAI TPS, GSECL, GUJARAT. 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.
- 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.

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous Transgression

- 5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- 5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors. In case of sub-contracting, the Principal contractor shall be responsible for the adoption of IP by his sub-contractors and shall continue to remain responsible for any default by his sub-contractors.
- 6.2 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

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

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

Section 8 -Independent External Monitor(s)

- 8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- 8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.
- 8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality in line with Non- disclosure agreement.
- 8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- 8.5 The role of IEMs is advisory, would not be legally binding and it is restricted to resolving issues raised by an intending bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders. At the same time, it must be understood that IEMs are not consultants to the Management. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization.

- 8.6 For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter should be examined by the full panel of IEMs jointly as far as possible, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.
- 8.7 The IEMs would examine all complaints received by them and give their recommendations/ views to CMD, BHEL, at the earliest. They may also send their report directly to the CVO and the Commission, in case of suspicion of serious irregularities requiring legal/ administrative action. IEMs will tender their advice on the complaints within 10 days as far as possible.
- 8.8 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.
- 8.9 IEM should examine the process integrity; they are not expected to concern themselves with fixing of responsibility of officers. Complaints alleging mala fide on the part of any officer of the organization should be looked into by the CVO of the concerned organisation.
- 8.10 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant Indian Penal Code/ Prevention of Corruption Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- 8.11 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.
- 8.12 The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

- 9.1 This Pact shall be operative from the date IP is signed by both the parties till the final completion of contract for successful bidder and for all other bidders 6 months after the contract has been awarded. Issues like warranty / guarantee etc. should be outside the purview of IEMs.
- 9.2 If any claim is made/ lodged during currency of IP, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 - Other Provisions

- 10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.
- 10.2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- 10.3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

10.4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

10.5 Only those bidders / contractors who have entered into this agreement with the Principal would be competent to participate in the bidding. In other words, entering into this agreement would be a preliminary qualification.

For & On behalf of the Principal

(Office Seal)

For & On behalf of the Bidder/ Contractor

(Office Seal)

Place-----

Date-----

Witness:_____

(Name & Address) _____

Witness:_____

(Name & Address) _____

ANNEXURE – 7**UNDERTAKING**

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

To,

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

Dear Sir/Madam,

Sub: DECLARATION REGARDING INSOLVENCY/ LIQUIDATION/ BANKRUPTCY PROCEEDINGS

Ref: NIT/Tender Specification No: BHEL/CPC/UKI/PRE-BID_BOP/25/050

I/We,

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

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

Place:

Date:

ANNEXURE-8**DECLARATION**

Date: _____

To,

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

Dear Sir/ Madam,

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

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

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

Regards,

(_____)

From:
Supplier Code:
Address:M/s _____

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

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

Annexure-9

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

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

To,

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

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

Dear Sir,

Sub: Declaration reg. minimum local content in line with Public Procurement (Preference to Make in India), Order 2017-Revision, dated 19th July, 2024 and subsequent order(s).

Ref : 1) NIT/Tender Specification No: BHEL/CPC/UKI/PRE-BID_BOP/25/050
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 19.07.2024 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. _____ | 5. _____ |
| 3. _____ | 4. _____ | 6. _____ |

Thanking you,
Yours faithfully,

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

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

Note:

1. The Bidder to submit self-certification for the local content in the above format along with the techno-commercial offer.
2. In case the bidder's quoted value is in excess of Rs. 10 crores, the contractor shall be required to give local content certification duly certified by 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) at the time of execution of project
3. In case the contractor/supplier does not meet the stipulated requirement and the category of the supplier changes from Class -I to Class-II/Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value may be imposed.
4. In the event of false declaration, actions as per the above order and as per BHEL Guidelines shall be initiated against the bidder.

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

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

ANNEXURE-10**DECLARATION REGARDING COMPLIANCE TO RESTRICTIONS UNDER RULE 144 (xi) OF GFR 2017**

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

To,

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

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

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: BHEL/CPC/UKI/PRE-BID_BOP/25/050

2) All other pertinent issues till date

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

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

Thanking you,
Yours faithfully,

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

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

ANNEXURE-11**OFFER FORWARDING LETTER / TENDER SUBMISSION LETTER**

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

Offer Reference No:.....

Date:.....

To,

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

Dear Sir,

Sub : Submission of Offer against Tender Specification No: BHEL/CPC/UKI/PRE-BID_BOP/25/050

I/We hereby offer to carry out the work detailed in the Tender Specification issued by Bharat Heavy Electricals Limited, Central Procurement Cell (CPC) in accordance with the terms and conditions thereof.

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

1. Amendments/Clarifications/Corrigenda/Errata/etc., issued in respect of the Tender documents by BHEL
2. Notice Inviting Tender (NIT)
3. Price Bid
4. Technical Conditions of Contract
5. Special Conditions of Contract
6. General Conditions of Contract
7. Forms and Procedures

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

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

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

Authorised Representative of Bidder

Signature :

Name :

Address :

Place:

Date:

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

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

ANNEXURE-12

DECLARATION BY AUTHORISED SIGNATORY OF BIDDER

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

To,

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

Dear Sir,

Sub : **Declaration by Authorised Signatory**

Ref : 1) NIT/Tender Specification No: BHEL/CPC/UKI/PRE-BID_BOP/25/050,
2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Place:

Enclosed: Copy of Valid Power of Attorney

ANNEXURE-13**POWER OF ATTORNEY for SUBMISSION OF TENDER/ SIGNING CONTRACT AGREEMENT**
(To be typed on non-judicial Stamp Papers of appropriate value as applicable and Notarised)

 KNOW ALL MEN BY THESE PRESENTS, that I/We do hereby make, nominate, constitute and appoint Mr., whose signature given below herewith to be true and lawful Attorney of M/s..... hereinafter called 'Company', for submitting Tender/entering into Contract and inter alia, sign, execute all papers and to do necessary lawful acts on behalf of Company with M/s Bharat Heavy Electricals Ltd, Central Procurement Cell (CPC), in connection with.....

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

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

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

Dated at _____, this _____ day of _____

Director/CMD/Partner/Proprietor

Signature of Mr.....(Attorney)

Attested

by:

Director/CMD/Partner/Proprietor

Witness:

Notary Public

ANNEXURE-14**DECLARATION BY AUTHORISED SIGNATORY OF BIDDER**

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

To,

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

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: BHEL/CPC/UKI/PRE-BID_BOP/25/050,
2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Place:

ANNEXURE-15**NO DEVIATION CERTIFICATE**

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

To,

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

Dear Sir,

Sub : **No Deviation Certificate**

Ref : 1) NIT/Tender Specification No: BHEL/CPC/UKI/PRE-BID_BOP/25/050,
2) All other pertinent issues till date

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

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

We further confirm our unqualified acceptance to all Terms and Conditions, unqualified compliance to Tender Conditions, Integrity Pact (if applicable) and acceptance to Reverse Auctioning process.

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

Thanking you,

Yours faithfully,

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

Date:

Place:

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

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

ANNEXURE-16**DECLARATION CONFIRMING KNOWLEDGE ABOUT SITE CONDITIONS**
(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

To,

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

Dear Sir,

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

Ref : 1) NIT/Tender Specification No: BHEL/CPC/UKI/PRE-BID_BOP/25/050;
2) All other pertinent issues till date

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

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

Yours faithfully,

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

Date:

Place:

ANNEXURE-17**DECLARATION FOR RELATION IN BHEL**

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

To,

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

Dear Sir,

Sub : **Declaration for relation in BHEL**

Ref : 1) NIT/Tender Specification No: BHEL/CPC/UKI/PRE-BID_BOP/25/050,

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

Tick (✓) any one as applicable:

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

OR

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

- (i)
(ii)

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

Note:

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

ANNEXURE-18**NON DISCLOSURE CERTIFICATE**(To be typed and submitted in the Letter Head of the Company/Firm of Bidder)

I/We understand that BHEL, Central Procurement Cell (CPC), is committed to Information Security Management System as per their Information Security Policy.

Hence, I/We M/s..... who are submitting offer for providing services to BHEL against Tender Specification No: BHEL/CPC/UKI/PRE-BID_BOP/25/050, hereby undertake to comply with the following in line with Information Security Policy of BHEL.

- To maintain confidentiality of documents & information which shall be used during the execution of the Contract.
- The documents & information shall not be revealed to or shared with third party which shall not be in the business interest of BHEL, Central Procurement Cell (CPC).

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

Date:

Place:

ANNEXURE-19**BANK ACCOUNT DETAILS FOR E-PAYMENT**

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

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

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

ANNEXURE-20**FORMAT FOR SEEKING CLARIFICATION**

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

To,

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

Dear Sir,

Sub : **Request for Clarification**

Ref : 1) NIT/Tender Specification No: BHEL/CPC/UKI/PRE-BID_BOP/25/050,
 2) All other pertinent issues till date

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

Yours faithfully,

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

Date:

Place:

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

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

ANNEXURE-21**PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY****(On non-Judicial paper of appropriate value)****Bank Guarantee No.....****Date.....****To,****Bharat Heavy Electricals Limited,****Central Procurement Cell (CPC), 8th Floor, BHEL SADAN,****Plot No. 25, Sector-16A, Noida, U.P.-201301**

Dear Sirs,

In accordance with the terms and conditions of Invitation for Bids/Notice Inviting Tender No.....(Tender Conditions), M/s. having its registered office at(hereinafter referred to as the 'Tenderer'), is submitting its bid for the work of.....invited by Bharat Heavy Electricals Limited, Central Procurement Cell (CPC), 8th Floor, BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P.-201301. The Tender Conditions provide that the Tenderer shall pay a sum of Rs as Earnest Money Deposit in the form therein mentioned. The form of payment of Earnest Money Deposit includes Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid Tender Conditions that an irrevocable and unconditional Bank Guarantee against Earnest Money Deposit for an amount of is required to be submitted by the Tenderer as a condition precedent for participation in the said Tender and the Tenderer having approached us for giving the said Guarantee.

We, the[Name & address of the Bank] having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer without any demur, merely on your first demand any sum or sums of Rs.....(in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

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

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

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Vendor/Contractor/Vendors in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Tenderer shall have no claim against us for making such payment.

We Bank further agree that the Employer shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by the Employer against the said Tenderer and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Tenderer or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Tenderer or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Tenderer and notwithstanding any security or other guarantee that the Employer may have in relation to the Tenderer's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including..... and shall be extended from time to time for such period as may be desired by the Employer.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Tenderer but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the we shall be discharged from all liabilities under this Guarantee.

We, Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at Delhi shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee

Notwithstanding anything to the contrary contained hereinabove:

- a) The liability of the Bank under this Guarantee shall not exceed.....
- b) This Guarantee shall be valid up to
- c) Unless the Bank is served a written claim or demand on or before _____ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We, _____ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

¹ Details of the Invitation to Bid/Notice Inviting Tender

² Name and Address of the Tenderer

³ Details of the Work

⁴ Name of the Employer

⁵ BG Amount in words and Figures

⁶ Validity Date : This shall be the duration of Offer Validity Date

⁷ Date of Expiry of Claim Period : The Claim period may be kept 3 to 6 months beyond the validity date

Notes:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date.
2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Contractor/sub-contractor /vendor/ Bank issuing the guarantee.
3. In Case of Bank Guarantees submitted by Foreign Vendors-
 - a. **From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India)** can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e.

Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by **any of the Consortium Banks only** will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor. The tender stipulation should clearly specify these requirements.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at **sl.no. b.1** will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time). The BG Format provided to them should clearly specify the same.

ANNEXURE-22**PROFORMA OF INSURANCE SURETY BOND TOWARDS EARNEST MONEY DEPOSIT**

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.

Date.....

To

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

Dear Sirs,

In accordance with Invitation for Bids under your Tender Ref. No., M/s..... [Bidder's Name] having its Registered/Head Office at (hereinafter called the 'Bidder') wish to participate in the said bid for [Name of Package] as an irrevocable

Insurance Surety Bond against Earnest Money Deposit for an amount of(*) valid for(**) days from(***) required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the [Name & address of the Insurer] having our Head Office at(#)..... guarantee and undertake to pay immediately on demand by **Bharat Heavy Electricals Limited** (hereinafter called the 'Employer') the amount of(*) without any reservation, protest, demand and recourse. Any such demand made by the 'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder and/or any right/remedy available to the bidder in terms thereof.

This Insurance Surety Bond shall be unconditional as well as irrevocable and remain in full force for a period of(**) days from the latest due date of bid opening and a claim period of(@).....days. If any further extension of this Insurance Surety Bond is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s [Bidder's Name] on whose behalf this Insurance Surety Bond is issued.

In witness where of the Insurer, through its authorized officer, has set its hand and stamp on this.....day of..... 20..... at

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

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

(Signature)

(Name)

(Designation with Insurer Stamp)

Authorised Vide Power of

Attorney No.....

Date.....

.....

WITNESS :

1.(Signature)
.....(Name)
.....(Official Address)
2.(Signature)
.....(Name)
.....(Official Address)

NOTE :

1. (*) The amount as specified in the Notice inviting Tender (NIT).
(**) This shall be the duration of Offer Validity Date.
(***) This shall be the latest date of opening of Techno-Commercial bids.
(#) Complete mailing address of the Head Office of the Insurer to be given.
(@) This date shall be expiry of claim period & may be kept 3-6 months beyond the validity date
2. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
3. The Employer shall be the Creditor, the Bidder shall be the Principal debtor and the Insurance company/Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
4. The Insurance Surety Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state (s) where the Insurance Surety Bond is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Insurer issuing the Insurance Surety Bond.
5. While getting the Insurance Surety Bond issued, Bidders are required to ensure compliance to the points mentioned in Form of Bank Guarantee/Insurance Surety Bond Verification Check List enclosed in this Section of Bidding Documents. Further, Bidders are required to fill up this Form and enclose the same with the Insurance Surety Bond.

ANNEXURE-23

CEA Guidelines as per Sl. No. B of Annexure-1 i.e. PQR

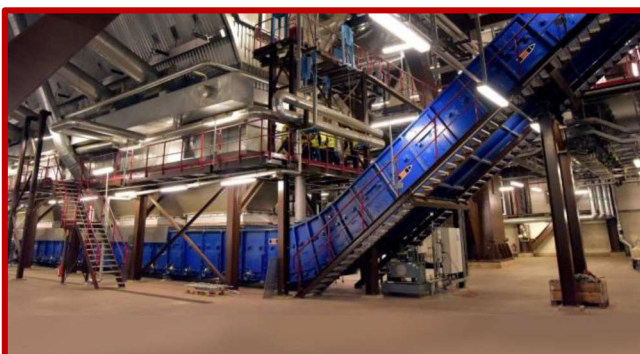
Copy attached

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

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



REVISED GUIDELINES FOR QUALIFYING REQUIREMENTS FOR BIDDERS OF BALANCE OF PLANT FOR COAL/ LIGNITE BASED THERMAL POWER STATIONS



**Central Electricity Authority
Government of India
September, 2023, New Delhi**



Praveen Gupta
Member (Thermal)
Central Electricity Authority
Government of India

FOREWORD

The CEA document “Guidelines for Qualifying Requirements for Bidders of Balance of Plant for Coal/Lignite based Thermal Power Stations, 2010”, has been a guiding document for generating utilities to define their Qualification Requirement (QR) for bidders of Balance of Plant (BoP) for coal/lignite based Thermal Power Stations on EPC basis (Section-I) as well as on individual BoP package basis (Section-II) since, 2010.

However, recently bidders have been facing the issue of erosion of Vendor Base in critical packages due to low business opportunities in the Thermal Power Sector and stringent Qualification Requirement of customers hampering growth of new vendors. Keeping this in view, CEA “Guidelines for Qualifying Requirements for Bidders of Balance of Plant for Coal/Lignite based Thermal Power Stations, 2010” have been reviewed with the aim to encourage participation and widen the vendor base for thermal power plants.

CEA held elaborate deliberations with major stakeholders of power sector and an effort has been made to incorporate relevant changes to make the guidelines more inclusive. The revised guidelines reflect broad consensus of technical experts in this field.

The notable changes brought about in the present CEA Guidelines of 2010 are bifurcation of Coal Handling Plant and Ash Handling Plant packages and introduction of additional route of collaboration/association with Design Agency in respect of various BoP packages etc. Further, requirement of sourcing of equipment in line with Make in India policies of Government of India has been introduced in the revised guidelines.

I do hope that utilities, EPC contractors, as well as vendors of various BoP packages would find the revised guidelines useful and its adoption would help in achieving our objective of improved vendor base. However, these revised guidelines may be reviewed, if required, after one year.

New Delhi
September, 2023


(Praveen Gupta)

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SECTION I

GUIDELINES FOR QUALIFYING REQUIREMENTS FOR BIDDERS OF BALANCE OF PLANT FOR COAL/LIGNITE BASED THERMAL POWER STATIONS ON EPC BASIS



**GUIDELINES FOR QUALIFYING REQUIREMENTS FOR BIDDERS OF
BALANCE OF PLANT FOR COAL/ LIGNITE BASED THERMAL POWER
STATIONS ON EPC BASIS**

- 1.(i) The bidder should have executed contracts on engineering, procurement and construction (EPC) basis for at least one (1) no. coal based/lignite based/power plant of installed capacity not less than 250 MW which has been commissioned during the last 10 years and has been in successful operation for at least one(1) year (from the date of achieving full load) as on 7 days prior to the date of opening of the bid. The scope of work of such reference plant should have necessarily included design, engineering, supply, erection and commissioning (or supervision of erection and commissioning) on turnkey basis (with all associated mechanical, electrical, civil and structural works) of either:
- (a) Main power plant equipment (Boiler - Turbine-generator or Gas Turbine- HRSG - STG) with all associated integral auxiliaries.
- Or
- (b) Coal/lignite handling plant, ash handling plant, cooling tower and water system (water treatment/waste water treatment, DM plant and circulating water system) of a coal / lignite based power plant.
- (ii) Alternatively, the bidder shall be a joint venture company incorporated in India and registered under Companies Act 1956, provided that eligibility criteria mentioned at paragraph 1 (i) above is met by one of the promoters or jointly by more than one promoter. Each promoter company on the basis of whom the joint venture company gets qualified shall have minimum 26 % equity in the JV company. The equity shall be locked in at least for a period of 5 years from date of bid opening or till the completion of the warranty period of the project whichever is later. The bidder and the promoter company (ies) on whose strength the JV company is qualified, shall be jointly and severally liable for the execution of the contract and an undertaking to this effect shall be submitted along with the bid. In case of award, the said promoter company (ies) shall be required to give separate on demand bank guarantee for an amount equal to 1 % of the total contract price in addition to the contract performance guarantee of 10 % of contract value to be furnished by the JVC. The JVC partner on whose experience the qualification is sought shall not be allowed to bid independently or as a member in a consortium for this bid.
2. The bidder can submit the bid in his individual capacity or in consortium with other partner(s). In case of consortium, number of consortium partners should be limited to six (6). International consortium partner is also acceptable. One of the consortium partners shall be the consortium leader. The consortium leader should either have executed any one of the items of Paragraph 1 (i) (b) or single EPC project of contract value of at least Rs. 300 crore in the area of power, steel, fertilizer or any other process industry. Each consortium partner should have experience of at least one(1) of the following BoP packages in power plant or industries (Steel / Aluminium / Zinc or Copper plant / Gas or



Nuclear plant / Municipal water treatment & distribution system) and shall meet the qualifying requirements indicated in the Annexure as applicable:

1. Coal handling plant.
2. Ash handling plant.
3. Induced draft cooling tower.
4. Natural draft cooling tower.
5. DM plant.
6. Pre-treatment plant.
7. Effluent treatment plant.

The consortium partners shall be jointly and severally responsible for the execution of the contract. The consortium agreement shall be furnished clarifying the split up of scope between consortium partners. Any of the members in a bidding consortium shall not separately participate as an independent bidder, as a member of any other consortium or as a promoter of JV company in the same bidding process.

3. The performance bank guarantee shall be as under:

- i) **In case of individual firm including JVC:** 10 % of contract value.
- ii) **In case of consortium comprising two or more members (leader + one or more consortium partners):** Total performance bank guarantee (PBG) shall be 15 % of contract value which shall be divided between consortium leader and consortium partners as under:
 - a) Consortium leader shall give PBG for at least 10 % of contract value.
 - b) Balance 5 % PBG shall be divided between consortium leader and consortium partners at the discretion of consortium leader. However, each consortium partner shall give PBG for at least 1 % of total contract value.

4. The average annual turnover of the bidder should be at least Rs. 400 crore and that of consortium leader should be at least Rs. 100 crore during the preceding three consecutive years, as applicable. Net worth of the bidder/consortium leader as on the last day of the preceding financial year shall not be less than 100 % of the paid up share capital. In case, bidder is a JVC and does not meet these requirements, the financial capability (average annual turnover) of at least one (1) of the JVC partners on whose experience the qualification is sought, shall meet the above turnover requirement.

¹5. The bidder shall comply with following criteria for selection of sub-vendor :

- i) Sub-vendor to be appointed by the successful bidder for executing various systems should have executed at least one (1) project of similar type as per annexure. The selection of sub-vendor by the successful bidder shall be subject to approval of the Purchaser.

¹ Note: This shall be included as part of sub vendor selection criteria in the specification and not as part of QR for bidders of BoP package on EPC basis.



- i) The major equipment to be supplied shall be sourced from reputed manufacturers who have supplied minimum one (1) number of such equipment in the area of power, steel, fertilizer or any other process industry which should have been in successful operation for at least one (1) year prior to date of issue of letter of award to Bidder.
 - ii) All equipment to be supplied by successful bidder/sub-vendor shall comply with extant provisions of Public Procurement-Make in India Order issued by DPIIT and Ministry of Power.
6. The bidder shall provide satisfactory evidence that he and/or, where applicable, the consortium members:
- i) have adequate financial stability and status to meet the financial obligations pursuant to the works covered in the bidding documents.
 - ii) have adequate capability and capacity to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the installed manufacturing and/or fabrication capacities to meet the requirements appropriate to the works covered in his bid. The details of alternative arrangements to be organized by the bidder for this purpose and which shall meet the employer's approval shall be furnished.
 - iii) have an adequate field service organization to provide the necessary field erection and management services required to successfully erect, test and commission the equipment/system as required by the bidding documents.



ANNEXURE

QUALIFYING REQUIREMENTS FOR VARIOUS BALANCE OF PLANT PACKAGES FOR SELECTION OF SUB-VENDOR BY EPC BIDDER

1.0 COAL HANDLING PLANT:

Bidder/Sub vendor should have executed at least one(1) number integrated bulk material handling plant of minimum 1000 Metric tonnes² per hour rated capacity or above for coal or other minerals of equivalent volumetric capacity (essentially comprising of conveying and crushing) including mechanical and electrical works involving design, manufacture (or got manufactured), supply, erection & commissioning (or supervision of erection and commissioning) which should have been in successful operation for at least one(1) year prior to date of issue of letter of award.

OR

Bidder/Sub vendor who has only conveying experience of any bulk material handling plant of minimum 1000 Metric tonnes² per hour rated capacity or above for coal or other minerals of equivalent volumetric capacity including mechanical and electrical works involving design, manufacture, supply, erection & commissioning (or supervision of erection and commissioning) which should have been in successful operation for at least one(1) year prior to date of issue of letter of award, should have collaborated/ associated with a design agency who has designed at least one(1) number integrated bulk material handling plant (essentially comprising of conveying and crushing) of 1000 Metric tonnes² per hour rated capacity or above for coal or other minerals of equivalent volumetric capacity which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.

In such a case, the bidder shall be required to furnish a letter of support from the design agency for successful performance of Coal Handling Plant. The format for the same is attached as Annexure-A.

2.0 ASH HANDLING PLANT:

2.1 Bidder/Sub-vendor(s) should have executed at least one(1) ash handling plant involving design, engineering, manufacture (or got manufactured), supply, erected & commissioned (or supervised erection and commissioning) comprising the following systems which should have been in successful operation for at least one(1) year prior to date of issue of letter of award.

- (a). Bottom ash handling system comprising jet pump system in conjunction with water impounded bottom ash hopper or submerged scraper chain conveyor system designed

² Insert a value equal to proposed CHP plant's rated capacity if the proposed plant rated capacity is less than 1000 M TPH.



for following conveying capacities in TPH (dry ash basis) or more for coal/lignite fired boilers.

Jet Pump System : 50 TPH (Dry ash basis) or more per Jet pump

Submerged Scraper Chain conveyor: 20 TPH (Dry ash basis) or more per scraper chain conveyor

(b) Pneumatic fly ash handling system for conveying fly ash from ESPs of a coal/lignite fired boiler by either:

Pressure conveying system designed for 30 TPH or more conveying capacity.

OR

Vacuum conveying system designed for 30 TPH or more per stream

AND

Pneumatic fly ash transportation system for transporting fly ash from a coal/lignite fired boiler unit having capacity of not less than 20 TPH for a conveying distance of not less than 500 m.

(c) Ash slurry disposal system comprising ash slurry pumps and piping for handling not less than 40 TPH ash (Dry ash basis) for coal/lignite fired boiler.

Note: In case bidder/sub-vendor is not meeting requirement of water impounded bottom ash hopper referred under clause 2.1(a) then bidder shall collaborate with the design agency for vetting/carrying out the design and engineering activity of water impounded bottom ash hopper referred under para 2.1 (a). Design agency for water impounded bottom ash hopper can be either bottom ash system supplier meeting the qualification of clause 2.1(a) or reputed/renowned Indian Technical Institution.

In such a case, the bidder shall be required to furnish a letter of support from the Design agency for successful performance of water impounded bottom ash hopper. The format for the same is attached as Annexure-A.

2.2 Bidder/Sub-vendor who is a supplier of ash handling systems but does not meet the requirements under clause 2.1 in full can also participate provided it has executed at least the following systems of ash handling plant involving design, engineering, manufacturing (or got manufactured), supply, erected & commissioned (or supervised erection and commissioning) :

(a) One (1) Bottom ash handling system comprising either a jet pump system in conjunction with water impounded Bottom Ash Hopper or submerged scraper chain conveyor system or dry bottom ash system.

(b) One(1) Fly Ash Handling System for conveying fly ash from ESPs in dry form involving pneumatic conveying systems of vacuum or pressure type or in wet (slurry) form.

The systems mentioned at 2.2 (a) and (b) above should have been in successful operation in at least one (1) plant for at least one (1) year prior to date of issue of letter of award and have been installed for coal/lignite fired boiler units generating not less than 40 TPH of ash per boiler.

AND



Collaborate(s)/associate(s) with party (ies) who meet(s) either the total requirement or the balance part under clause 2.1 above for which the bidder/sub-vendor himself is not able to meet.

Note: In case bidder/sub-vendor is not meeting requirement of water impounded bottom ash hopper referred under clause 2.2(a) then bidder shall collaborate with the design agency for vetting/carrying out the design and engineering activity of water impounded bottom ash hopper. Design agency for water impounded bottom ash hopper can be either bottom ash system supplier meeting the qualification of clause 2.2(a) or reputed/reowned Indian Technical Institution.

In such a case, the bidder shall be required to furnish a letter of support from the design agency for successful performance of water impounded bottom ash hopper. The format for the same is attached as Annexure-A.

3.0 INDUCED DRAFT COOLING TOWER (IDCT):

3.1 Bidder/Sub-vendor should have designed, constructed and commissioned at least one (1) number Induced Draught Cooling Tower(IDCT) in RCC or Pultruded Fiberglass Reinforced Plastic(FRP) Construction of capacity not less than 13000m³/hr which should have been in successful operation for at least one (1) year prior to date of issue of letter of award. The reference IDCT should be of the same type i.e. counter flow or cross flow and of the same construction i.e. RCC construction or FRP construction as being offered by bidder/sub-vendor.

3.2 In case the reference IDCT was designed by a party other than the bidder/sub vendor, the bidder shall collaborate with a design agency, which has independently designed an IDCT of same type as being offered of capacity not less than 13,000 m³/hr in RCC or Pultruded FRP construction and which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.

Further, if such design agency has not carried out the engineering activities by itself in respect of the reference IDCT against which the design agency is seeking the qualification, then the bidder shall collaborate with an engineering agency which should have engineered an IDCT of same type as being offered of capacity not less than 13,000 m³/hr in RCC or Pultruded FRP construction and which should have been in successful operation for at least one(1) year prior to the date of issue of letter of award.

3.3 In case the reference IDCT is of different construction as being offered by the bidder/sub-vendor, the bidder shall collaborate with a structural design agency, which has independently designed structure of IDCT of the same construction as being offered by the bidder/sub-vendor of capacity not less than 13,000 m³/hr and which should have been in successful operation for at least one (1) year prior to the date of issue of letter of award.

In case of 3.2 and 3.3, the bidder shall be required to furnish a letter of technical support from the IDCT design agency/structural design agency/ engineering agency (as



applicable) for successful performance of IDCT. The format for the same is attached as Annexure-A.

4.0 NATURAL DRAFT COOLING TOWER (NDCT):

Bidder/Sub-vendor should have designed, constructed and commissioned at least one(1) number Natural Draught Cooling Tower(NDCT) in RCC Construction with cooling water flow not less than 25,000 m³/hr which should have been in successful operation for at least one (1) year prior to the date of issue of letter of award.

In case the reference NDCT has been designed by a party other than the bidder/sub vendor, the bidder shall collaborate with a design agency, which has independently designed a NDCT of capacity not less than 25,000 m³/hr in RCC construction and which should have been in successful operation for at least one (1) year prior to the date of issue of letter of award.

In such a case, bidder shall be required to furnish a letter of support from the NDCT design agency for successful performance of NDCT. The format for the same is attached as Annexure-A.

5.0 DEMINERALIZING (DM) PLANT:

Bidder/Sub-vendor should have designed, supplied, erected and commissioned at least one (1) number of ion exchange based demineralizing (DM) plant of minimum capacity of 60 m³/hr consisting of at least one (1) stream capable of producing outlet water quality with silica and conductivity not more than 0.02 ppm as SiO₂ and 0.2 micro mho/cm respectively which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.

OR

In case, the bidder/sub-vendor offers reverse osmosis with mixed bed combination plant for production of DM water, the bidder/sub-vendor should have designed, supplied, erected and commissioned at least one (1) number reverse osmosis with mixed bed combination plant of minimum capacity of 60 m³/hr consisting of at least one (1) stream capable of producing outlet water quality with silica and conductivity not more than 0.02 ppm as SiO₂ and 0.2 micro mho/cm respectively which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.

6.0 PRE-TREATMENT PLANT:

Bidder/Sub-vendor should have designed, supplied, erected and commissioned (or supervised erection and commissioning) of at least one (1) number Pre-Treatment Plant (PTP) / Effluent Treatment Plant (ETP), including civil works, with a total capacity of at least 1000 m³/hr comprising of clarifiers/tube settlers/thickeners or a combination thereof which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.



7.0 EFFLUENT TREATMENT PLANT:

Bidder/Sub-vendor should have designed, supplied, erected and commissioned at least one (1) number Pre-Treatment Plant (PTP) / Effluent Treatment Plant (ETP), having a capacity of at least 300 m³/hr comprising of clarifiers/ tube settlers/ thickeners or a combination thereof, which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.

8.0 CONDENSATE POLISHING UNIT(CPU):

8.1 Bidder/Sub-vendor should have designed, supplied, erected and commissioned at least one (1) number Condensate Polishing Unit (CPU) of mixed bed, deep bed type consisting of service vessel of minimum capacity of 500 m³/hr which should have been in successful operation for a period of at least one (1) year prior to date of issue of letter of award. The reference CPU should have external regeneration system, incorporating the same resin separation and regeneration process as being offered by the bidder /sub-vendor.

8.2 Bidder/Sub vendor who does not meet the above requirement at paragraph 8.1 can also participate in association/collaboration with a firm which fully meets the requirement at 8.1 above provided the bidder/sub-vendor has designed, supplied, erected and commissioned at least one (1) number of ion exchange based demineralizing(DM) plant of minimum capacity of 60 m³/hr consisting of at least one (1) stream capable of producing outlet water quality with silica and conductivity not more than 0.02 ppm as SiO₂ and 0.2 micro mho/cm respectively which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.

In such a case, the bidder shall be required to furnish a letter of support from the association/collaboration firm for successful performance of CPU. The format for the same is attached as Annexure-A.

9.0 CHIMNEY:

Bidder/Sub vendor should have designed/got designed, constructed and commissioned at least one (1) number RCC chimney using slip form shuttering for at least 100 m height³, which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.

In case the reference chimney has been designed by a party other than the bidder/sub vendor, the bidder/sub vendor shall collaborate with a design agency, which has independently designed at least one (1) number RCC chimney using slip form shuttering for at least 100 m height³, which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.

³Chimney height shall be 150 m in case FGD is not envisaged.



In such a case, bidder/sub vendor shall be required to furnish a letter of support from the design agency for successful performance of chimney. The format for the same is attached as Annexure-A.

10.0 STACKER CUM RECLAIMER (in case it is excluded from CHP Package):

Bidder/Sub vendor should have designed, manufacture (or got manufactured), supplied, erected & commissioned (or supervised erection and commissioning) at least one (1) number Stacker cum Reclaimer of rated capacity of 1000(stacking) and 1000 (reclaiming) Metric tonnes per hour (or above) for coal or other mineral of equivalent volumetric capacity which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.

11.0 TANDEM /TWIN WAGON TIPLER (in case it is part of supply of CHP package):

Bidder/Sub vendor should have designed, manufactured (or got manufactured), supplied, erected & commissioned (or supervised erection and commissioning) at least one (1) number Tandem/ Twin wagon tippler suitable for tipping 25 tips/hour of Indian Railway Wagons used for transportation of coal or other minerals as per latest RDSO guidelines which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.

OR

Bidder/Sub vendor who has previously not supplied any Tandem/Twin wagon tippler can also qualify provided the bidder/sub vendor should have manufactured (or got manufactured), supplied, erected & commissioned (or supervised erection and commissioning) including all associated mechanical, structural steel works and electrical works of at least one (1) number side discharge wagon tippler / rotary type wagon tippler suitable for tipping as per latest RDSO guidelines which should have been in successful operation for at least one (1) year prior to date of issue of letter of award

AND

Bidder/Sub vendor collaborates with any of the reputed Original Equipment Manufacturers (OEMs) who has designed at least one (1) number Tandem/Twin wagon tippler in India or internationally which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.

In such a case, the bidder/sub vendor shall be required to furnish a letter of support from the OEM i.e. design agency for successful performance of Tandem/Twin wagon tippler. The format for the same is attached as Annexure-A.

12.0 SWITCHYARD / SUB-STATION*:

Bidder/Sub vendor should have designed, supplied, erected and commissioned (or supervised erection and commissioning of) at least one(1) number 220/400/765 kV** Switchyard/ Sub-Station which should have been in successful operation for at least one (1) year prior to date of issue of letter of award.



REVISED GUIDELINES FOR QUALIFYING REQUIREMENTS FOR BIDDERS OF BALANCE OF
PLANT FOR COAL/ LIGNITE BASED THERMAL POWER STATIONS

- * Optional in case switchyard is part of BoP bid
- ** As applicable (To be decided by the project developer company)

VOLUME – IA

TECHNICAL CONDITIONS OF CONTRACT (TCC) – Rev 00

NAME OF WORK: PRE-BID TIE-UP FOR EXECUTION OF
BOP PACKAGE ON EPC BASIS AT 1X800 MW ULTRA
SUPER CRITICAL UNIT No. # 7 TO BE CONSTRUCTED ON
ASH DYKE AREA AT UKAI TPS, GSECL, GUJARAT, INDIA.

BHARAT HEAVY ELECTRICALS LIMITED



TECHNICAL CONDITIONS OF CONTRACT (TCC)_Rev-00

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TECHNICAL CONDITIONS OF CONTRACT (TCC)_Rev-00

1.0 NAME OF WORK:

Design, engineering, manufacturing, inspection, testing, painting, supply/ delivery duly packed at project site including transportation upto site, receipt, unloading, storage & handling at site, erection, commissioning, final painting at site, trial run, handing over, etc. in line with drawings/ documents/ test procedures approved by BHEL/ Owner (GSECL), for the total scope defined in the technical specification and terms & conditions of tender, taking into account all clarifications, confirmations and agreements till date for BOP EPC package complete with all accessories, including supply of consumables, erection & commissioning spares, special tools & tackles for maintenance, mandatory spares, etc. for 1x800 MW Ultra Super Critical Unit No#7 at UKAI TPS, GSECL, Gujarat.

2.0 BROAD PACKAGES/ SYSTEMS:

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

2.1 List of major packages / systems in the Scope of BOP Vendor, outside BTG island are given below:

2.1.1	COOLING TOWER (NDCT)
2.1.2	CHIMNEY
2.1.3	LIME STONE HANDLING & GYPSUM HANDLING PLANT (including LIMESTONE GRINDING SYSTEM, GYPSUM DEWATERING SYSTEM, TANKS & AGITATORS, LIME DOSING SYSTEM – ETC.) FOR FGD SYSTEM
2.1.4	PLANT WATER SYSTEM (RAW WATER SYSTEM, CLARIFIED WATER)
2.1.5	WATER TREATMENT PLANTS VIZ. DM, PT, ETP, STP, & CWTP, CHLORINE DI-OXIDE PLANT, SIDE STREAM FILTRATION ETC.
2.1.6	FUEL OIL HANDLING SYSTEMS & MISC. TANKS
2.1.7	CW PUMP HOUSE
2.1.8	LP PIPING
2.1.9	AUXILIARY BUILDINGS
2.1.10	PIPE RACK AND CABLE RACK
2.1.11	CABLE TRAY WORK
2.1.12	ENTIRE CIVIL & STRUCTURAL WORK OUTSIDE BTG ISLAND
2.1.13	ROADS & DRAINS

Note: The above list is not exhaustive. All work outside BTG island are to be executed by the successful vendor. Above should be read in line with Customer Specifications and Amendments/Corrigendum issued till date.

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

2.2.1	COAL & BIOMASS HANDLING PLANT
2.2.2	COAL SHED DOZER, PAYLOADER FOR CHP-BHP & LHP-GHP, DOZER SHED
2.2.3	ASH HANDLING PLANT
2.2.4	CONDENSATE POLISHING UNIT (CPU)
2.2.5	AIR CONDITIONING & VENTILATION
2.2.6	MILL REJECT HANDLING SYSTEM
2.2.7	ELEVATORS, EOT CRANES & HOISTS
2.2.8	SEPARATION OF PLANT DRAINS FROM STORM WATER DRAINS
2.2.9	CENTRALIZED NITROGEN SYSTEM
2.2.10	GEO-TECHNICAL INVESTIGATION AND TOPOGRAPHICAL SURVEY OF ENTIRE PLANT
2.2.11	FIRE PROTECTION SYSTEM AND STATION LIGHTING SYSTEM
2.2.12	PA SYSTEM & CCTV
2.2.13	TREE PLANTATION, GREEN BELT DEVELOPMENT, HORTICULTURE AND LANDSCAPING
2.2.14	CONSTRUCTION POWER & WATER SUPPLY
2.2.15	SITE ENABLING WORK SUCH AS BHEL SITE OFFICE, CLOSED STORAGE SHEDS, OPEN YARD DEVELOPMNET FOR MATERIAL STORAGE, SAFETY PARK ETC.
2.2.16	SAFETY CONTROL ROOM
2.2.17	BOUNDARY WALL INCLUDING RETAINING WALL AS MENTIONED IN SPECIFICATION
2.2.18	3D MODEL
2.2.19	DISMANTLING WORKS OF UNDERGROUND & OVER GROUND OF EXISTING STRUCTURE/FACILITY
2.2.20	SERVICE BUILDING
2.2.21	WEIGH BRIDGE
2.2.22	LABORATORY EQUIPMENT
2.2.23	CHEMICAL REQUIRED FOR WATER SYSTEMS TILL HANDOVER TO OWNER (GSECL)
2.2.24	FIRE TENDERS
2.2.25	FORK LIFT

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2.2.26	MISC. HANDLING EQUIPMENT LIKE HAND PALLET TRUCKS, BATTERY OPERATED PALLET TRUCKS, PLATFORM TROLLEYS, PLATFORM TRUCKS & DRUM TROLLEY ETC. AS PER OWNER (GSECL) SPECS
2.2.27	LEVELLING & GRADING OF COMPLETE PROJECT EXCLUDING EARTH FILLING IN BTG AREA WHERE CIVIL WORKS IS BEING EXECUTED BY BHEL
2.2.28	AREA DRAINAGE STUDY
2.2.29	GPR SURVEY
2.2.30	ARRANGING MAX RAINFALL INTENSITY DATA FROM METEOROLOGICAL DEPARTMENT FOR DRAIN DESIGN

Note:

1. The above list is not exhaustive. For detail, refer Scope Matrix and Battery Limit attached. Above should be read in line with Customer Specifications and Amendments/Corrigendum issued till date.
2. BTG island shall start from Switch Yard including Transformer Yard, Power House, Boiler, ESP, ID fan, FGD and Duct inlet to Chimney.
3. Bidder may note that BOP scope of work mentioned under "Broad Scope of Scope Matrix" may vary (addition/deletion) for BHEL in-house manufactured items. For any variation (addition/deletion), BHEL shall seek price implication from Bidders prior to price bid opening.

3.0 SITE VISIT:

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

4.0 CONSTRUCTION OF TEMPORARY OFFICE, STORES ETC.

4.1	Successful bidder shall arrange at their own cost cleaning & grading of area allotted, construction of their temporary office, stores, go-down, fabrication yards, etc. and also the watch & ward, etc.
4.2	Successful bidder shall construct and maintain Construction water & Construction Power for the entire project (BOP + BTG Area). They shall provide necessary tapping in/around BTG island to BHEL for their use.
4.3	Successful bidder shall construct followings along with all necessary amenities. The maintenance of the subject office shall be done by BHEL, after handing over: <ul style="list-style-type: none">• BHEL temporary office Integrated PEB Office Complex (Approx. size 785 Sqm) including Civil, Electrical & illumination, furniture and furnishing - 01 No.• Field Office (Field porta Cabin size of 20'X10') including civil, Electrical & illumination, furniture and furnishing – 03 Nos.• Porta Cabin toilet block including civil, Electrical & illumination, plumbing - 01 No.

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	<ul style="list-style-type: none">• PEB Safety Park (210 Sqm) including civil, Electrical & illumination, furniture and furnishing - 01 No.• PEB Quality Civil Lab (150 Sqm) including Civil, Electrical & illumination, testing equipment - 01 No.• Open Storage Yard with connecting roads & drains (1,23,000 Sqm), Concrete Raised Platform (2400 Sqm), Pre-cast Concrete Sleeper (12000 Nos.),• PEB Closed Shed with Rack facility (15mX60m) including Civil, Electrical & illumination – 09 Nos.• PEB Mess Building (72 Sqm) including furniture and furnishing – 01 No.• Pitless type electronic weigh bridge
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5.0 TOOLS & PLANTS, MMR TO BE PROVIDED BY SUCCESSFUL BIDDER

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

6.0 RECONCILIATION OF BHEL ISSUED MATERIALS

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

7.0 INSURANCE

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

8.0 COMPLETION PERIOD

The entire scope of work is to be completed within 72 months (Seventy-Two months) from the start of zero date of the project by Owner (GSECL). (Refer CORRIGENDUM – 25, AMENDMENT TO TENDER SPECIFICATIONS – 10 dated 21.09.2024.

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The completion of Power Plant COD /Reliability run shall be achieved within 59 months (Fifty Nine months) from the date of issue of the Notice to Proceed. (Refer CORRIGENDUM – 20, AMENDMENT TO TENDER SPECIFICATIONS – 8, Commercial-4, dated 07.08.2024)

9.0 PRICE ADJUSTMENT CLAUSE/ ESCALATION

As per Owner (GSECL) bid document (refer Annexure-C, COMMERCIAL SPECIFICATION, Volume-1, Part-A, Section-4,)

10.0 EXTRA/ ADDITIONAL ITEMS OF WORK

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

11.0 CONTRACT PRICE FORMAT

Price bid submitted by Bidder shall comprise of the Civil, E&C and supply of equipment's along with mandatory Spares. Bidder shall quote their price as per the "Price Schedule Formats" in line with Owner (GSECL) bid document. (refer SCHEDULE- 11 (BOQ), COMMERCIAL SPECIFICATION, Volume-1, Part-A, Section-4)

12.0 STATUTORY CLEARANCES

Statutory clearances in BOP area shall be in BOP agency scope.

13.0 PG TEST AND HANDOVER

PG test and package handover to Owner (GSECL) shall be in BOP agency scope.

14.0 LIQUIDATED DAMAGES/PENALTY

BHEL shall have the right to impose Liquidated Damage/Penalty on contractor Pro-rata basis in line with Owner (GSECL) bid document (refer Clause No-11.0, COMMERCIAL SPECIFICATION, Volume-1, Part-A, Section-4, [to be read in conjunction with amendments issued by GSECL till date](#))

15.0 INPUTS REQUIRED BY BHEL DURING BIDDING STAGE

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

16.0 TERMS AND PROCEDURES OF PAYMENT & RELEASE OF FIRST PROGRESSIVE PAYMENT

As per Owner (GSECL) bid document. (refer Clause No-8.0, COMMERCIAL SPECIFICATION, Volume-1, Part-A, Section-4, [to be read in conjunction with amendments issued by GSECL till date](#))

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17.0 FUNCTIONAL GUARANTEES, LIQUIDATED DAMAGES FOR SHORTFALL IN PERFORMANCE AND GUARANTEE TESTS

As per Owner (GSECL) bid document (refer Clause No-11, LIQUIDATED DAMAGES, VOLUME – I, PART – A, SECTION – 4, GUARANTEE SCHEDULE, COMMERCIAL SPECIFICATION), “Station (plant) auxiliary power consumption comprising of all station Auxiliaries, required for continuous station operation at 1 x 800 MW (i.e. 100% rated load of the unit) under rated steam conditions and at condenser pressure of 77 mm Hg (abs) with 0% make-up with design coal is upto 56000 KW (refer Amendment)”

For subject tender, Auxiliary power consumption in kW for auxiliaries under BOP Vendor scope shall not more than 21500 KW.

As per Owner (GSECL) bid document, GUARANTEE DECLARATION (Annexure-5) and CAPABILITIES (Annexure-8) enclosed along with TCC, to be submitted by Bidder along with their Techno-commercial (Part-1) bid.

18.0 ENGINEERING EXCELLENCE

As an EPC bidder, it shall be their responsibility to obtain approval from various design centers of BHEL as well as Owner (GSECL) including consultant (Steag), hence, they may suitably tie up with a design agency like TCE, Fischtnr, Stenia etc. for the same.

19.0 OTHER TERMS

19.1	TERMS AND CONDITIONS OF PRE-BID TIE UP/MOU – Please refer MOU Format as per enclosed.
19.2	All relevant term & conditions of Owner (GSECL) bid document shall be applicable, as the contract shall be awarded on back-to-back basis.
19.3	Bidder to submit their price considering the scope of work as per Bid document strictly in line with Price Schedule. However, Successful Bidder has to submit the Price break-up in-line with Price Schedules as mentioned in Owner (GSECL) bid document prior to signing of MOU.
19.4	Owner (GSECL) bid document along with all amendments, clarifications, addendums, etc. until finalization of the contract shall be binding for this contract as well. In case of any ambiguity in this NIT, Owner (GSECL) bid document shall prevail. Detailed specification, scope of work and terms & conditions are given in the Bidding Documents, which are available at https://gsecl.in/tender/index.html?page=1 (Tender No- 1705989437) Bidder shall visit above website to keep himself updated on the same.

1x800MW GSECL UKAI PROJECT

SCOPE MATRIX R00

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

BTG ISLAND: BTG island shall start from SwitchYard including Transformer Yard, Power House, Boiler, ESP, ID Fan, FGD and Duct inlet to Chimney.

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

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (/MECH_ELEC)	TESTING / COMMISSIO NING			
A	MECHANICAL SYSTEM									
1	STEAM GENERATOR AND AUXILIARIES INCLUDING ESP	BHEL	Complete SG and Auxiliary package in BHEL scope.	BHEL	BHEL	BHEL	BHEL			
2	FLUE GAS DESULPHURISATION SYSTEM	BHEL/ BOP Vendor	Within BTG Island - BHEL Outside BTG island - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	Terminal Point (TP) shall be 5 meter in and out away from Absorber. BHEL Scope: Absorber system, Bleed Pump, RC pump, Oxidation blowers and associated piping (BAP Scope) FGD control room is clubbed with ESP control room - BHEL Scope. BOP Scope: Lime Handling Plant (LHP), Gypsum Handling Plant (GHP), Gypsum Dewatering System, Ball Mill, Limestone grinding System, Lime Silo, Primary Hydrocyclone,Secondary Hydrocyclone, Tanks, Agitators, Lime Dosing, Associated Piping, etc. & all other requirements as per tender specifications for FGD System shall be in BOP Vendor scope.		
3	STEAM TURBINE AND AUXILIARIES	BHEL	Complete Pkg by BHEL	BHEL	BHEL	BHEL	BHEL			
4	MILL & BUNKER BAY	BHEL	Complete Pkg by BHEL	BHEL	BHEL	BHEL	BHEL		Gallery (from last TP of CHP & BHP) upto Mill Bunker shall be in BOP Vendor System.	
5	POWER CYCLE PIPING	BHEL	Complete Pkg by BHEL	BHEL	BHEL	BHEL	BHEL		For Areas mentioned specifically under BOP Vendor scope (As clarified in Hotwell Make Up System, Boiler Fill System below)	
6	Plant water system including raw water system	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP	Plant water system including rawa water system, clarified water system is in BOP vendor scope.		
7	Sewage Treatment Plant	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP	Sewage upto Sump in BHEL Scope. From Sump outlet including Pump & Piping in BOP vendor scope. BTG area Sump Locations are near ESP control Room, S/Y control room and Powerhouse.		Associated Civil, Str, & Arch Works inside BTG island in BHEL scope. Uncabled Electrical Feeder by BHEL, however, cable & termination for Pump in BOP vendor scope.
8	DM plant	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP			
9	CW Teatment Plant	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP			
10	Pre treatment Plant	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP			
11	Effluent treatment plant	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP	Effluent upto Sump in BHEL Scope in BTG area. From Sump outlet including Pump & Piping in BOP vendor scope.		Uncabled Electrical Feeder by BHEL, however, cable & termination for Pump in BOP vendor scope.
12	Chlorine Di-Oxide Plant	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			
13	Side Stream Filtration	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP			
14	Condensate Polishing Unit (CPU) including regeneration facility	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP/BHEL	BOP	BOP	Rinse to condenser hotwell piping along with piping valves and instruments etc. upto condenser hotwell nozzel shall be in BOP vendor Scope.		Associated Civil, Str, & Arch Works inside BTG island in BHEL scope.
15	Laboratory Equipment	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (MECH. ELEC)	TESTING / COMMISSIO NING			
16	Chemical required for Water Systems till handeover to Owner (GSECL)	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			
17	Fire tenders	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			
18	Fork lift	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			
19	Misc. Handling equipment like Hand Pallet Trucks, Battery operated Pallet Trucks, Platform Trolleys, Plateform Trucks & Drum Trolley etc. as per Owner (GSECL) Specs	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			
20	LOW PRESSURE SYSTEM & PIPING	BHEL/ BOP Vendor	Within BTG Island - BHEL Outside BTG island - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	1. DM Water Makeup (Normal & Emergency) to DMCW OH in BOP Vendor scope. 2. APH/ESP Wash: Upto BTG Battery Limit (Nearest point to Boiler) in BOP Vendor scope. 3. IA & SA piping in BOP areas: In BOP scope		
21	CW SYSTEM									
21A	Equipment Cooling water system including ACW pumps.	BHEL/ BOP Vendor	Within BTG Island - BHEL Outside BTG island - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	ECW/DMCW system (inside BTG Island)- BHEL shall provide Cold water for cooling of equipments in BOP Island at C/D row. BOP vendor shall terminate ECW Hot water return header at C/D row. Flow and Pr Drop to be provided by BOP vendor. ACW system- (inside BTG Island- Horizontal Pump)- BOP vendor will terminate TP near A row for inlet to ACW system. Outlet Hot water pipe of ACW piping shall be terminated at A row by BHEL. Flow and Pr Drop to be provided by BHEL. ACW system- (outside BTG Island- Vertical Pump	ACW Booster Pumps (Horizontal) & DMCW Pumps shall be in the scope of BHEL (refer attached Battery limit R00 attached). Maximum limit on DMCW Flow, Pressure drop & Temperature Rise (across Terminal Point) shall be provided by BHEL. ACW Flow & Pressure drop (across BTG Terminal Point) shall be provided by BHEL.	
21B	Circulating water system including CW pumps (Concrete Volute)	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP	Up to Condensar Nozzel by BOP vendor		Complete CW system including RE Joint along with BFV,COLTS, filter, ARV ,pump, Powerhouse and associated items etc in BOP vendor scope. Complete CW pipeline from condenser outlet to NDCT and from CWPB to condenser inlet shall be in the scope of BOP EPC Vendor. Condensar parameters will be intimated by BHEL to BOP Vendor: A.Flow B.Pressure drop CW Pump system study by BOP Vendor.
21C	NDCT-Cooling towers for circulating water system	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP	1. CW Piping (Supply & Return): Complete CW pipeline from CW Pump discharge nozzle to condenser inlet nozzle shall be in the scope of BOP Vendor. 2. Complete Channel in BOP Vendor Scope.		Condensar parameters will be intimated by BHEL to BOP Vendor: A.Flow B.Pressure drop
22	Chimney	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP		Wet Stack Study shall be carried out by BOP Vendor, however, required BTG inputs shall be provided by BHEL.	Uncabled Feeders for Normal & Emergency power supply shall be provided by BHEL.

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (/MECH_ELEC)	TESTING / COMMISIO NING			
	PLANT UTILITIES									
23	Main Plant Compressed air system	BHEL/ BOP Vendor	Compressor house equipments and distribution within BTG area: By BHEL. Distribution including air receivers outside BTG area: BOP Vendor	BHEL	BHEL	BHEL	BHEL	BHEL shall provide one tapping each for IA and SA (of 150 NB) at 5 mtrs. From Compressor House for distribution in BOP area.		Battery Limit. 2. Civil, Str & Arch. work of compressor house shall be in BHEL scope. 3. DM CW terminal point for CAS whether from C/D bay or at compressor house shall be as per layout and location of compressor house.
24	Air conditioning and ventilation system	BOP Vendor	Complete Pkg (BTG + BOP Area) on EPC Basis	BOP	BOP/BHEL	BOP	BOP	SCOPE: Entire plant including BTG area shall be in vendor scope.		Civil, Str & Arch. work inside BTG island battery limits shall be in BHEL Scope. 1. Necessary input drawings for BTG areas shall be provided to BOP Vendor. 2. Route/ space for running makeup water/ ducts for HVAC package inside BTG battery limit shall be provided by BHEL. Entire piping/ duct along with necessary supports/ fixtures shall be in vendor scope. 3. In BTG area, sealing of duct/ pipe/ fan opening in floor and wall, grouting of foundation/ foundation bolts including special type of grouting like GPX2, duct, pipe and fan support are in the scope of BOP vendor
25	Fire detection and protection system	BOP Vendor	Complete Pkg (BTG + BOP Area) on EPC Basis	BOP	BOP/BHEL	BOP	BOP			SCOPE: Entire plant including BTG area shall be in vendor scope. Civil, Str & Arch. work inside BTG island battery limits shall be in BHEL Scope.Inputs shall be provided be provided by BOP Vendor.
26	COAL & BIOMASS HANDLING PLANT	BOP Vendor	Complete Pkg (BTG + BOP Area) on EPC Basis	BOP	BOP	BOP	BOP	1. Coal & Biomass feeding to the bunker shall be in scope of BOP vendor. 2. Support bracket for gallery (from last TP) in Bunker building shall be provided by BHEL. Required Stool Pieces is in BOP Vendor Scope. 3. Equipment Support base (RCC) for conveyors above bunker bay and Dust Extraction System is in BHEL Scope.		Bunker gratings and Bunker monorails shall be supplied by BHEL
27	FUEL OIL HANDLING PLANT	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP	FOHS shall be terminated at Battery limit of BTG area near D row (Supply and return line both)		Complete FO storage, handling, pressuring and forwarding system in BOP vendor scope. CCOE approval shall be in Bop agency scope.
28	ASH HANDLING SYSTEM	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP	1. For bottom ash: after Boiler Seal plate. 2. For Economizer ash/APH ash/SCR/Duct/ESP ash handling system: from respective hopper bottom flange. 3. Terminal Point for Ash disposal & AWRS shall be as per Customer Specifications.	Civil work of Bottom Ash Hopper by BHEL, necessary Inputs to be provided by BOP vendor.	
29	MILL REJECT HANDLING SYSTEM	BOP Vendor	Complete Pkg on EPC Basis	BOP/BHEL	BHEL	BOP	BOP	A) Mill Side: i) Each Mill Reject Spout: Elevation of Mill Reject Spout (w.r.t. FFL in Mill area) 3000 mm. B) Reject Silo Side: Chute at the outlet of Mill reject silo. Civil Work: Trenches, Sump and foundation of Silo shall be in BHEL scope.		Civil, Str & Arch. work inside BTG island battery limits shall be in BHEL Scope. 1. Location in BTG area. 2. Necessary input drawings for BTG areas shall be provided to BOP Vendor. 3. Route/Space for running reject conveyor as per approved layout shall be provided by BHEL during detail engineering. 4. Minor civil work: chipping & grouting of foundation/ foundation bolt are in BOP vendor scope.
30	CHEMICAL LP DOSING SYSTEM AND OXYGENATED TREATMENT SYSTEM	BOP Vendor	Complete Pkg on EPC Basis	BOP/BHEL	BHEL	BOP	BOP	TP shall be at outlet of the Skid provided by BOP Vendor, further distribution by BHEL.		Engg & Execution for Civil, Str & Arch. work inside BTG island battery limits shall be in BHEL Scope. (Required inputs shall be provided by BOP Vendor)

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION /MECH_ELEC	TESTING / COMMISIO NING			
31	ELEVATORS	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP/BHEL	BOP	BOP	Civil & Arch. work inside BTG island battery limits shall be in BHEL Scope.		Minor civil work required for elevators in BTG island battery limit shall be in scope of BOP vendor.
32	HOISTS	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP/BHEL	BOP	BOP			Hoists (CPB & EH) for complete plant are in BOP vendor scope. Monorail beam for Hoist & CPB for equipments placed in BTG area shall be by BHEL and Hoist & CPB for same by BOP Vendor.
33	EOT CRANES	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP/BHEL	BOP	BOP	1. Civil work inside BTG island battery limits shall be in BHEL Scope. 2. Gantry girder for EOT cranes inside BTG island battery limits shall be in BHEL Scope.		All EOT cranes including TG Hall EOT crane, BC Bay crane (for BFP) shall be in the scope of BOP vendor.
34	SEPARATION OF PLANT DRAINS FROM STORM WATER DRAINS	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			
35	Coal Shed Dozer, Payloader for CHP-BHP & LHP-GHP Dozer Shed	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			
	Additional points									
36	Service & Potable Water System	- Within BTG Island (Except CHP-BHP, AHP, LHP-GHP) - BHEL - Outside BTG island (including CHP-BHP, AHP, LHP-GHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	Service & Potable water TP 1. Within battery Limit- BHEL 2. Outside Boundary Limit- BOP Vendor TP for service /Potable water shall be at TG A- Row.		Pump house will be in BoP area
37	Hotwell Make Up System , Boiler Fill System	BTG Scope	BHEL	BHEL	BHEL	BHEL	BHEL	1) DM makeup Discharge header terminal point near condenser for Normal make-up upstream of control station (A-Row) 2) Emergency makeup Discharge header terminal point near condenser for Emergency make-up u/s of control station (A-Row). 3) Boiler fill pump discharge header to deareator filling near (A-Row).		DM makeup pump, Boiler Fill Pump, Emergency make-up pump in BOP vendor scope.
38	Weigh Bridge	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP			
39	FGD. Tanks & Agitator	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP			
40	Gypsum Dewatering system	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP	Piping and other equipment 5 mtr away from absorber outlet shall be in BoP vendor scope.		

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (/MECH_ELEC)	TESTING / COMMISIO NING			
41	Lime dosing system (For FGD) including waste water transfer pumps to ash pond	BOP Vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP			
42	PIPE and CABLE RACKS - INSIDE BTG ISLAND (Within Battery Limit)	BHEL	- Within BTG Island (Except CHP-BHP, AHP, LHP-GHP) - BHEL	BHEL	BHEL	BHEL	BHEL			Pipe cum cable rack within BTG area shall be provided by BHEL. Pipe BOQ (size and number) which are coming on BTG area to be informed by BOP vendor for piperack design. However, the same shall be supplied & laid by BHEL.
43	PIPE and CABLE RACKS - a. OUTSIDE BTG ISLAND (Outside Battery Limit) b. INSIDE BTG ISLAND FOR CHP-BHP, AHP, LHP-GHP	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			Pipe cum cable rack within BOP area shall be provided by BOP contractor. Pipe BOQ (size and number) which are coming on BOP area to be informed by by BHEL for piperack design. However, the same shall be supplied & laid by BOP vendor.
44	Misc. Tanks (CST & DM)	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			BOP vendor scope.
45	Centralized Nitrogen System (For preservation of Heaters during Shutdown)	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP	TP shall be inlet of respective equipments.		Civil, Str & Arch. work inside BTG island battery limits shall be in BHEL Scope.Inputs shall be provided be provided by BOP Vendor.
B	<u>CIVIL/STR / ARCH Works</u>									
46	Buildings, Structures	- Within BTG Island (Except CHP-BHP, AHP, LHP-GHP) - BHEL - Outside BTG island (including CHP-BHP, AHP, LHP-GHP in BTG area) - BOP vendor		BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP			
47	Service Building	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			
48	Levelling & Grading of complete Plant Area in Bhola Singh and Hussain Tekari (BTG + BOP Area)	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP	Complete leveling and grading in BOP vendor Scope	EARTH FILLING IN BTG AREA WHERE CIVIL WORKS IS BEING EXECUTED BY BHEL	
49	Roads and Drains (for respective Buildings, Structures)	BHEL/ BOP Vendor	- Within BTG Island (Except CHP-BHP, AHP, LHP-GHP) - BHEL - Outside BTG island (including CHP-BHP, AHP, LHP-GHP in BTG area) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP			Within the battery limit of BTG by BHEL (Proposed battery limit - Refer Plot plan)

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (/MECH_ELEC)	TESTING / COMMISIO NING			
50	Paving	BHEL/ BOP Vendor	- Within BTG Island (Except CHP-BHP, AHP, LHP-GHP) - BHEL - Outside BTG island (including CHP-BHP, AHP, LHP-GHP in BTG area) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP			Within the battery limit of BTG by BHEL (Proposed battery limit-Refer Plot plan)
51	Geo-Technical Investigation and Topographical survey	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			
52	Site Enabling work	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			Site Enabling work for (BTG +BOP) Island shall be arranged by BOP Vendor
53	Dismantling Works	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			Dismantling Scope bifrucation to be provided BHEL as per customer Tender Documents. BOP Vendor is requested to visit site for detail analysis.
54	Construction Water	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			BOP Vendor shall arrange distribution of construction Water from the tapping to be provided by Owner (GSECL). Consumption Charges are applicable in line with Owner (GSECL) specifications.
55	Boundary Wall including Retaining Wall as mentioned in specification	BOP Vendor	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			
56	Green Belt Development	BOP	Complete Pkg on EPC Basis	BOP	BOP	BOP	BOP			
57	3D Model	BHEL/ BOP Vendor	- Within BTG Island (Except CHP-BHP, AHP, LHP-GHP) - BHEL - Outside BTG island (including CHP-BHP, AHP, LHP-GHP in BTG area) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	Single editable model of BOP shall be provided to BHEL for further integration with BTG model. 3D Modelling of BOP Packages as per specifications. Acceptable file formats for 3D review model shall be as below: 1. .dgn 2. .vue 3. .rvw 4. .sat		

Note 1 : Necessary input drawings for BTG areas shall be provided to BOP Vendor.

Note 2 :The above list is not exhaustive. In case of any ambiguity, bidder may note that all the work outside BTG island shall be in BOP vendor’s scope; and all works inside BTG island of any EPC systems (like CHP, AHP, etc.), in BOP Vendors scope, shall also be executed by the BOP vendor.

Note 3: Bidder may note that BOP scope of work mentioned under "Broad Scope" as above may vary (addition/deletion) for BHEL in-house manufactured items. For any variation (addition/deletion), BHEL shall seek price implication from Bidders prior to price bid opening.

1x800MW GSECL UKAI PROJECT**SCOPE MATRIX R00**

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

BTG ISLAND: BTG island shall start from Switch Yard including Transformer Yard, Power House, Boiler, ESP, ID Fan, FGD and shall Duct inlet to Chimney.

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

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (MECH.	TESTING / COMMISSIO NING				
Electrical System/ Equipments											
1	Generator along with all auxiliaries, Neutral GroundingTransformer, NG Cubicle, SPVT, LAVT,GCB	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				
2	Electrical Control Desk & DDCMIS for Electrical Breakers. DDCMIS interface with PLC/microprocessor panel/Profibus COMM/local control panels	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Interface Inputs that will required by BHEL to design the system shall be provided by BOP vendor.
3	Relay Panel (Generator, GT & UT protection panel and Station Transformer protection Panel)	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				
4	400KV GIS switchyard and extension Bays	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				It is inclusive of Establishing LILO of existing transmission line at Singrauli Stage-III Generation switchyard
5	Substation Automation System	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				
6	Power Transformer (GT, ST, UT, Reactor) including UAT, SAT	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				Load & feeder requirement to be informed by BOP vendor for sizing of BTG scope Transformers. Following input to be share by BHEL to BOP contractor: i. Load details of considered by BTG vendor for BOP island shall be provided to BOP vendor. Bidder to ensure that electrical load in BOP area should not exceed maximum load considered by BTG contractor ii. Electrical Single Line Diagram for auxiliary power distribution
7	Auxiliary Power Transformer (11/3.3 Kv-) EXCEPT SAT & UAT	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) - BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Load & feeder requirement to be informed by BOP vendor for sizing of BTG scope Transformers. Following input to be share by BHEL to BOP contractor: i. Load details of considered by BTG vendor for BOP island shall be provided to BOP vendor. Bidder to ensure that electrical load in BOP area should not exceed maximum load considered by BTG contractor ii. Electrical Single Line Diagram for auxiliary power distribution.
8	Neutral Grounding Resistor (3.3kV & 11kV)	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Inline with auxiliary Power Transformer
9	Isolated Phase Bus Duct, Air Presurizing System, HAB	BHEL	Complete system in BHEL Scope	BHEL	BHEL	BHEL	BHEL				

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (MECH.	TESTING / COMMISSIO NING				
10	3.3 KV & 11 KV Segregated Phase Bus Ducts (inline with Power Transformer)	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA)-BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Civil: 1) Complete civil in BTG Island (Except CHP-BHP, LHP-GHP, AHP) by BHEL. 2) Complete civil in BOP Island (including CHP-BHP, LHP-GHP, AHP in BTG Island) by BOP vendor. Supply and E&C: Supply by BHEL for BTG Island (Except BOP packages which are placed in BTG AREA) Supply by BOP for BOP Island (including BOP packages which are placed in BTG AREA)
11	HV (11 kV & 3.3 kV) Switchgear	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA)-BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Civil: 1) Complete civil in BTG Island (Except CHP-BHP, LHP-GHP, AHP, AHP) by BHEL. 2) Complete civil in BOP Island (including CHP-BHP, LHP-GHP, AHP, AHP in BTG Island) by BOP vendor. Supply and E&C: Supply by BHEL for BTG Island (Except BOP packages which are placed in BTG AREA) Supply by BOP for BOP Island (including BOP packages which are placed in BTG AREA) For BOP packages which are placed in BTG area like FPS/CPU/FGD, Uncabled feeder shall be provided by BHEL. Indicative list of feeders shall be provided by BHEL in tender stage ESLD.
12	Service Transformer (Oil filled type Transformers/DTT).	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA)-BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				a) AN and ONAN shall be considered for BOP areas/ESP/FGD. b) FGD LT transformers – BOP vendor scope Following details to be ensured/provided for Transformer in BOP vendor scope: i. Losses of transformer shall be governed by IS & Technical Specification. ii. Auxiliary losses to be informed by BOP vendor. iii. Load & feeder requirement to be informed by BOP vendor for sizing of BTG scope Transformers.
13	415 V LT Switchgear & DC Boards	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA)-BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				1) Supply and E&C for LT Switchgear of BOP packages which are placed in BTG area (FGD/HVAC/FPS/CPU/CHP-BHP,AHP,LHP-GHP) same shall be done by BOP Vendor.
14	Non Segregated Phase Bus Duct	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) - BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor Inline with scope of LT switchgear and service transformer.	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Inline with scope of LT switchgear and service transformer.
15	Sandwich Busduct for DG Connection.	BOP vendor	Complete system in BOP Vendor Scope	BOP	BOP	BOP	BOP				

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (MECH.	TESTING / COMMISSIO NING				
16	Local Push Button Station & Miscellaneous Equipment	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) -BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Respective equipment supplier
17	AC & DC Motors	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) -BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Civil: 1) Complete civil in BTG Island (Except CHP-BHP, LHP-GHP, AHP, AHP) by BHEL 2) Complete civil in BOP Island (including CHP-BHP, LHP-GHP, AHP in BTG Island) by BOP vendor. Supply: HT/LT Motors inside BTG area (Except BOP packages which are placed in BTG AREA) supply by BHEL. HT(including Temp transmitter alongwith JB)/LT Motors of BOP area (including BOP packages which are placed in BTG AREA) shall be supplied by BOP Vendor. HT Differential CT shall be also be provided in HT Motor as per Specification. Erection & Commissioning: 1) E&C by BHEL for motors supplied by BHEL. 2) E&C by BOP bidder for motors supplied by BOP
18	Cables (HV, LV, Control & Instrumentation) and Special Cables	BHEL/ BOP	BTG Packages placed Inside BTG Island - BHEL BOP packages placed Outside BTG Island & Inside BTG Island - BOP Vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				1. When equipment's at both ends are in BHEL's scope, supply & installation of HV & LV power, control and instrumentation cables including special cable and cable termination & accessories will be in BHEL's scope. For balance equipment's, supply & installation of HV & LV power, control and instrumentation cables including special cable and cable termination & accessories will be in BOP Vendor's scope. 2. For BOP load in BTG area, cable shall be in BOP vendor scope. 3. In case of BHEL supplied equipment to be mounted in BoP area, supply & installation of HV & LV power, control and instrumentation cables including special cable and cable laying and termination with accessories will be in BOP scope.

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (MECH.	TESTING / COMMISSIO NING				
19	Cable trays & supports	BHEL/ BOP	- Within BTG Island (Except CHP-BHP, LHP-GHP, AHP which are placed in BTG AREA) -BHEL - Outside BTG island (including CHP-BHP, LHP-GHP, AHP which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				BOP contractor shall inform details of cable trays (no & type) for cable in BOP vendor scope in BTG area.
20	Fire Sealing System	BOP vendor	Complete system in BOP Vendor Scope	BOP	BOP	BOP	BOP				For BTG area, tentative BoQ of various Fire Sealing Material shall be informed by BHEL.
21	220V DC Battery & Charger System	BHEL/ BOP	- Within BTG Island (Except CHP-BHP, LHP-GHP, AHP which are placed in BTG AREA) - BHEL - Outside BTG island (including CHP-BHP, LHP-GHP, AHP which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
22	Illumination System	BOP vendor	Complete Pkg on EPC Basis.	BOP	BOP	BOP	BOP				For BTG Area, Uncable feeder shall be provided by BHEL. Required Input to be provided by BOP vendor.
23	Earthing & Lightning Protection System	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) - BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				1A. Within BTG Island (For Equipment under BTG Scope)- Complete Earthing & Lightning Protection System (both underground & above ground) for BTG Area by BHEL. 1B. Within BTG Island (For Equipment under BOP Scope)- Above Ground Earthing by BOP vendor & underground earthing by BHEL. Suitable risers shall be provided by BTG vendor. 2. Outside BTG Island- Complete Earthing & Lightning Protection System (both underground & above ground) for BOP areas by BOP vendor. It includes interconnection of BOP Package earth mat to earth mat of BTG Package. Further, Above Ground Earthing for equipement's supplied by BHEL in BOP area shall also be done by BOP Vendor.

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (MECH.	TESTING / COMMISSIO NING				
24	Construction PowerArrangement	BOP vendor	Complete system in BOP Vendor Scope	BOP	BOP	BOP	BOP				Bop Vendor shall arrange distribution of construction Power from the tapping to be provided by Owner (GSECL). Consumption Charges for BOP area are applicable in line with Owner (GSECL) specifications.
25	DG Set	BOP vendor	Complete system in BOP Vendor Scope	BOP	BOP	BOP	BOP				
26	Electrical Lab Equipment	BOP vendor	Complete system in BOP Vendor Scope	BOP	BOP	BOP	BOP				Electrical lab package for the complete project shall be in BOP vendor scope. Space requirement & LT Power feeder requirement for Electrical Lab package in main Plant to be informed by BOP vendor.

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (MECH.	TESTING / COMMISSIO NING				
Instrumentation & Control Works											
1	Complete C&I System - for packages outside BTG area	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) - BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				1. Complete cable laying and termination upto marshalling panel for equipment supplied by BoP vendor shall be in the scope of BoP vendor. 2. BoP vendor has to provide cabling details to BHEL for designing and routing cable trays (within BTG island) by BHEL. 3. Wherever one end is in vendor scope, cable laying and termination upto DCS (main control room) will be in BoP vendor scope. 4. In case of BHEL supplied equipment to be mounted in BoP area, cable laying and termination will be in BOP Vendor scope. 5. Interface Inputs that will required by BHEL to design the system shall be provided by BOP vendor. 6. Main Plant DCS to BOP DCS Optical Fiber connectivity alongwith conduit shall be in BHEL scope
2	DDCMIS interface with PLC/microprocessor panel/Profibus COMM/local control panels	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) - BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
3	Vibration Monitoring system	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) - BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
4	a) Steam and Water Analysis System (SWAS), b) CONTINUOUS EMISSION MONITORING SYSTEM (CEMS) c) AMBIENT AIR QUALITY MONITORING STATION (AAQMS)	BHEL	Complete work on EPC basis	BHEL	BHEL	BHEL	BHEL				
5	Misc Items : ONLINE ORP MONITOR / ANALYSER, ORP/PH PORTABLE METER;	BOP Vendor	Complete work on EPC basis	BOP vendor	BOP vendor	BOP vendor	BOP vendor				Analysers required for CPU are in BOP vendor scope (falling in BTG Island).

Sl. No.	Description	SCOPE IN AGENCY (BHEL / BOP)	Broad Scope	DETAIL SCOPE				Terminal Points Description	Terminal Point	Exclusions	Remarks
				DESIGN / ENGG	CIVIL/ STR/ ARCH (SUPPLY & ERECTION / EXECUTION)	SUPPLY & ERECTION (MECH.	TESTING / COMMISSIO NING				
6	Remote Operation/Status Signals of Switchgear Breakers, Transformers.	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) - BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				Remote operation (cable laying, termination and testing & commissioing) for BOP supplied vendor PLC will be done by BOP vendor. However, for BHEL supplied switchgear remote operations shall be done by BHEL. For BHEL supplied switchgear (used for operation of BoP vendor equipment), testing and commissioning for remote operation will be assisted by BOP vendor.
7	HART Management System	BHEL	Complete work on EPC basis	BHEL	BHEL	BHEL	BHEL				
8	CCTV	BOP vendor	Complete work on EPC basis	BOP	BOP	BOP	BOP				BOP vendor to take care of the same UPS load requirement for BOP portion of systems (viz. PA system) in BTG area shall be informed by BOP vendor
9	PA System	BOP vendor	Complete work on EPC basis	BOP	BOP	BOP	BOP				
10	UPS	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) - BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
11	24V DC Battery & Charger System	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) - BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
12	C&I Lab Items	BOP vendor	Complete work on EPC basis	BOP	BOP	BOP	BOP				For details please Refer TECHNICAL SPECIFICATION CONTROL & INSTRUMENTATION, Clause No- 19.00.00 C&I MAINTENANCE AND CALIBRATION EQUIPMENTS, VOLUME - III, Part-C, Page 328.
13	Electrical Actuators with Integral Starters	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) - BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				
14	Junction Box including profibus based instruments.	BHEL/ BOP	- Within BTG Island (Except BOP packages which are placed in BTG AREA) - BHEL - Outside BTG island (including BOP packages which are placed in BTG AREA) - BOP vendor	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP	BHEL/ BOP				BoP vendor to ensure termination till Marshelling panel part of DCS Panel considering all items in his/profibus vendors scope incl PA & DP Cables, splitter , TB etc)

Note 1: Control equipment room for common plant systems like Ash handling system, Coal handling system, Water treatment system, Makeup water system etc. shall be near respective MCC. Remote RIO rooms shall be provided as per requirement and their location shall be finalized during detailed engineering.

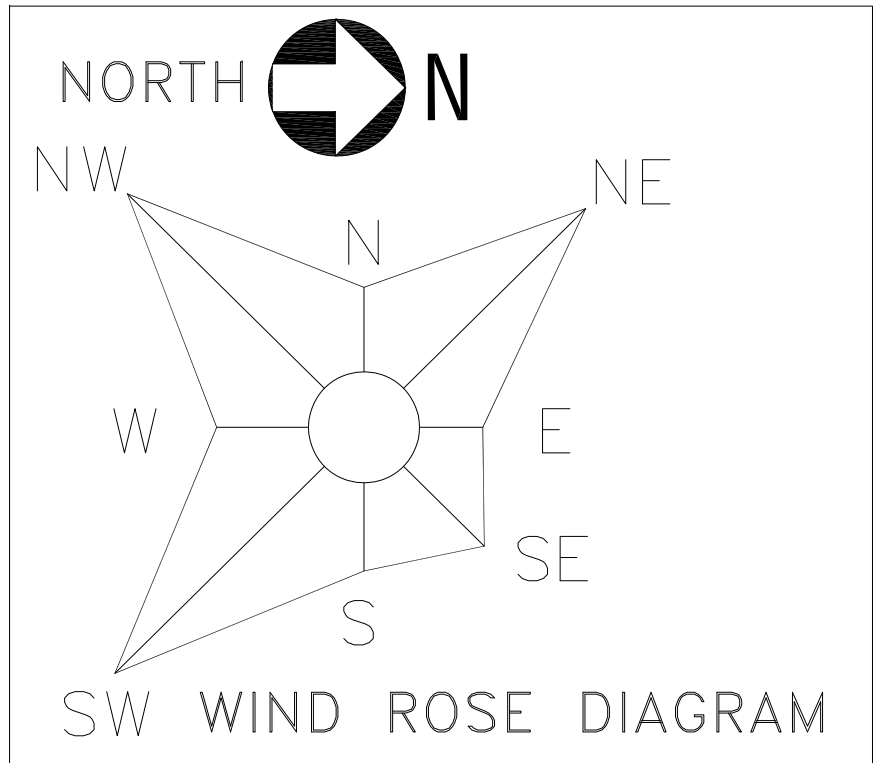
Note 2: Bidder may note that BOP scope of work mentioned under "Broad Scope" as above may vary (addition/deletion) for BHEL in-house manufactured items. For any variation (addition/deletion), BHEL shall seek price implication from Bidders prior to price bid opening.

1300.0W
1200.0W
1100.0W
1000.0W
900.0W
800.0W
700.0W
600.0W
500.0W
400.0W
300.0W
200.0W
100.0W
0.0EW
100.0E
200.0E
300.0E
400.0E

900.0S
800.0S
700.0S
600.0S
500.0S
400.0S
300.0S
200.0S
100.0S
0.0NS
100.0N
200.0N
300.0N
400.0N
500.0N
600.0N
700.0N
800.0N
900.0N
1000.0N

- NOTES:-
- 1) ALL DIMENSIONS ARE IN millimeters & ELEVATION IN METER.
 - 2) ALL CO-ORDINATES ARE IN METERS.
 - 3) BIDDER TO CONSIDERED 9 NOS. OF ASH DISCHARGE POINT
 - 4) ASH SLURRY PIPE LINE ROUTE ARE SHOWN FOR GARLANDING PURPOSE. DURING DETAILED ENGINEERING THIS SHALL BE FINALISED.

FOR BATTERY LIMIT



- LEGEND :-
- BAFA & HCSD SLURRY ROUTE 2a
 - BAFA & HCSD SLURRY ROUTE 2b
 - BOUNDARY WALL
 - BOUNDARY WALL WITH RETAINING WALL
 - EXISTING BOUNDARY WALL

LEGEND

ITEM No	DESCRIPTION
1.	STG BUILDING
2.	BOILER
3.	TRANSFORMER YARD
4.	ESP
5.	ESP & FGD CONTROL ROOM
6.	CHIMNEY
7.	400 kV GIS BUILDING
8.	GT
9.	MILL AREA
10.	SERVICE BUILDING
11.	AHP COMPRESSOR/SWITCHGEAR/CONTROL BUILDING
12.	CONDENSATE STORAGE TANK (CST)
13.	SLURRY RECIRCULATION PUMP HOUSE
14.	UT
15.	ABSORBER
16.	PROCESS WATER TANK FOR FGD
17.	EMERGENCY SLURRY TANK
18.	LIMESTONE SLURRY STORAGE TANK
19.	LIMESTONE MILL BUILDING
20.	LIMESTONE STORAGE SILOS
21.	GYPHUM DEWATERING BLDG.
22.	AIR COMPRESSORE HOUSE
23.	ASH WATER SUMP
24.	CENTRAL MONITORING BASIN & PH
25.	FLY ASH SILO
26.	COOLING TOWER(NDCT)
27.	C.W.P.H. FORE-BAY
28.	CW PUMP HOUSE AND ELEC./MCC ROOM
29.	CW CHLORINATION PLANT
30.	NOT USED
31.	CHEMICAL HOUSE FOR CW SYSTEM
32.	CLARIFIERS
33.	CHEMICAL HOUSE FOR ETP & PT
34.	CLARIFIED WATER RESERVOIR
35.	EFFLUENT TREATMENT PLANT (ETP)
36.	ST
37.	FIRE WATER RESERVOIR
38.	NOT USED
39.	NEUTRALIZATION PIT
40.	SEWAGE TREATMENT PLANT
41.	H2 STORAGE AREA
42.	DM WATER STORAGE TANKS
43.	SAT / UAT
44.	ASH SLURRY PUMP HOUSE
45.	CLARIFIED/FIRE WATER PUMP HOUSE
46.	TRANSFER TOWER
47.	E.D.G. SET
48.	HYDROBIN
49.	HCSD PUMP HOUSE(FOR FLY ASH)+ELECT.ROOM
50.	SETTLING TANK
51.	SURGE TANK
52.	CPU REGENERATION PLANT
53.	CANTEEN
54.	COAL CRUSHER HOUSE
55.	COAL STOCK PILE
56.	PENT HOUSE
57.	WAGON TIPLER
58.	AMMONIA STORAGE TANK AREA
59.	EMERGENCY RECLAIM HOPPER
60.	ACW BOOSTER PUMP
61.	LDO DAY TANK
62.	LDO PRESSURIZING PUMP HOUSE
63.	TIME/SECURITY OFFICE
64.	STORE
65.	DM TRANSFER PUMP HOUSE
66.	AUX. BOILER
67.	SCR
68.	LDO TANK
69.	LDO PUMP HOUSE
70.	COAL PILE RUNOFF SETTLING POND
71.	D.M PLANT
72.	CW SIDE STREAM FILTRATION PLANT

FOR TENDER PURPOSE ONLY

CUSTOMER GUJARAT STATE ELECTRICITY CORPORATION LIMITED

1 X 800 MW ULTRA SUPER CRITICAL
UNIT NO. 7 ON ASH DYKE AREA AT UKAI TPS

BHARAT HEAVY ELECTRICALS LTD
POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
Noida


DEPT	CODE	NAME	SIGN	DATE
DESIGN	DESIGN	ARSHDEK		20.06.2024
REVIEW	REVIEW	POWSEK		20.06.2024
CHK	CHK	SK		20.06.2024
APPD	APPD	BMA		20.06.2024

TITLE PLOT PLAN

DEPT. SCALE

DRAWING NO.
PE-DG-P85-100-M001

SHEET 1 OF 1 REV. P02

	GUJARAT STATE ELECTRICITY CORPORATION LIMITED	VOLUME - I
	1X800 MW ULTRA SUPER CRITICAL UNIT NO#7 ON ASH DYKE AREA AT UKAI TPS	PART - D
	BID SPECIFICATION NO.: ETG106-EPC-UKAI/UNIT # 7-CS-01	
	COMMERCIAL SPECIFICATION	REV. - 0

Annexure-5**GUARANTEE DECLARATION**


Bidder's Name and Address:

To
The Chief Engineer (Project & Planning),
Gujarat State Electricity Corporation Limited,
Corporate Office, Vadodara-390007


Dear Sir,

We declare that the ratings, capacities and performance figures of the equipment furnished by us under the package are guaranteed. We further declare that in the event of any deficiencies in meeting the guaranteed figures indicated below as established after conducting the guarantee tests, you may at your discretion accept the equipment / system after assessing the liquidated damages as specified in Clause No. 11.2 Failure to meet Performance Guarantees of Commercial Specifications of Volume-I of the Bidding Documents, or reject the equipment/system and recover payments already made.

Sr. No.	Guaranteed Parameters		Guaranteed Values	Guaranteed Values Acceptance
1.	Unit Heat Rate at 100% TMCR Load	For increase in the Guaranteed unit Heat Rate in kCal/kWh, under rated steam conditions at average condenser pressure 66.5 mmHg (abs), with zero make-up, CW inlet temperature 33°C and minimum CW temperature rise across condenser 10°C at 800 MW load & firing design coal.	Not more than 2070 kCal/kWh	Yes
2.	Unit Heat Rate at 55% TMCR Load	For increase in the Guaranteed unit Heat Rate in kCal/kWh, under rated steam conditions at average condenser pressure 66.5 mmHg	Not more than 2185 kCal/kWh	Yes

	GUJARAT STATE ELECTRICITY CORPORATION LIMITED	VOLUME - I
	1X800 MW ULTRA SUPER CRITICAL UNIT NO#7 ON ASH DYKE AREA AT UKAI TPS	PART - D
	BID SPECIFICATION NO.: ETG106-EPC-UKAI/UNIT # 7-CS-01	
	COMMERCIAL SPECIFICATION	REV. - 0

		(abs), with zero make-up, CW inlet temperature 33 ⁰ C and minimum CW temperature rise across condenser 10 ⁰ C at 440 MW load & firing design coal.		
3.	TG Output	Continuous TG output of 840 MW unit load (i.e. 105% of rated load) under rated steam conditions at average condenser pressure 66.5 mmHg (abs), with zero make-up, CW inlet temperature 33 ⁰ C and minimum CW temperature rise across condenser 10 ⁰ C & firing design coal	Not less than 840 MW.	Yes
4.	Steam Generating Capacity	Steam generating capacity in Tons/hr of steam at rated steam parameters at super-heater outlet & rated steam parameters at re-heater outlet (with any combination of mills working as per Owner's discretion) with the coal being fired from within the specified range of contract coal.	Not less than 102% of the turbine VWO steam flow requirement.	Yes
5.	Average Condenser Pressure	Average Condenser pressure in mm Hg (abs) measured at 300 mm above the top row of condenser tubes with 840 MW output, 0% make up, CW inlet temperature 33 ⁰ C and minimum CW temperature rise across condenser 10 ⁰ C.	Not more than 66.50 mmHg (abs)	Yes
6.	Auxiliary Power Consumption for Station (Plant) Auxiliaries	Station (plant) auxiliary power consumption comprising of all station Auxiliaries, required for continuous station operation at 1 x 800 MW (i.e. 100% rated load of the unit) under rated steam conditions and at average condenser pressure 66.5	Not more than 56000 KW	Yes

	GUJARAT STATE ELECTRICITY CORPORATION LIMITED	VOLUME - I
	1X800 MW ULTRA SUPER CRITICAL UNIT NO#7 ON ASH DYKE AREA AT UKAI TPS	PART - D
	BID SPECIFICATION NO.: ETG106-EPC-UKAI/UNIT # 7-CS-01	
	COMMERCIAL SPECIFICATION	REV. - 0

		mmHg (abs), with 0% make-up, CW inlet temperature 33°C and minimum CW temperature rise across condenser 10°C with design coal firing.		
7.	Life of Coal Pulveriser Wear Parts	Life of coal pulveriser wear parts, in hours of operation, for the entire range of coal characteristics specified	Not less than 8000 hours	Yes
8.	Limestone Consumption Rate	Limestone consumption of FGD system in kg/hr under guarantee point condition with worst coal firing.	Not more than 9400 kg/hr.	Yes
9.	APH Leakage	APH Leakage	Less than 10% of the Flue gas weight entering air heater.	Yes
10.	Cooling Tower	The cold-water temperature for the design conditions of CW flow, range, ambient WBT and RH	Not more than 33°C.	Yes

Note:

For procedure of estimation of Guarantee parameters, refer Volume – II, section-2 (Lead technical specification)

Signature.....

Name.....

Seal of Company.....

**EPC PACKAGE FOR 1X800 MW SUPER CRITICAL UNIT No. # 7 ON ASH
DYKE AREA AT UKAI TPS**

BIDDING DOCUMENT NO. : GSECL/P&P/EPC/800MW

(Demonstration Parameters/Capabilities)

Bidder's Name and Address:

Chief Engineer (P&P),
GSECL
Vidyut Bhavan Race
Course,
Vadodara 390 007.

Dear Sir,

We declare that the ratings, capacities and performance figures of the equipment/system furnished by us under this package are to be demonstrated by us. We further declare that in the event of any deficiencies in meeting the above parameters in respect of the characteristics mentioned below as established after conducting the guarantee test, you may at your discretion reject the equipment/system and recover payment already made or accept it after assessing the deficiency and effecting recovery from the contract price as specified in Chapter 8 Volume II of bidding document.

I. Steam Generator and Auxiliaries

- (i) Coal Pulverizer capacities in T/hr.
with specified design coal at rated
fineness
 - (a) At 100% mill loading with new T/hr.
set of grinding elements
 - (b) Capacity at originally installed T/hr.
grinding elements in nearly
worn out condition or at the
end of guaranteed wear life
(whichever is earlier) at 100%
mill loading (with value not less
than 90% of value indicated at
(a) above
- (ii) Maximum Furnace exit gas
temperature (degree Celsius)
(MHVT Value)
- (iii) Run back capability

- (iv) Air heater air-in leakage and max. drift in Air leakage (% of gas flow at AH inlet),
 - a) Primary APH/Trisector APH
 - b) Secondary APH/Trisector APH
- (v) Power Cycle Piping
 Actual hanger readings under cold and hot condition (at rated parameters) to match those of design cold and hot hanger readings for MS/CRH/HRH/ HP & LP bypass piping system to be demonstrated
- (vi) Auxiliary water system guarantees
- (vii) Air Compressors and Air drying plant guarantees

II. NOx Control System

- (i) SCR System Efficiency for control of NOx emission %
- (ii) NOx emission at SCR inletmg/Nm³
- (iii) Ammonia Slipppm
- (iv) SO₂ to SO₃ Conversion Rate..... %
- (v) Pressure drop across SCR and Cyclone separator as per mmwc
- (vi) Cyclone Separator Efficiency %

III. Flue Gas Desulphurization System

- (i) Wet ball mill capacity at rated finenessT/hr
- (ii) Wet ball mill wear parts guarantee.....hours

- (iii) Wet ball mill ball consumption grams /ton of ground limestone
- (iv) Pressure drop across FGD..... mmwc
- (v) Vacuum Belt Filter Capacity T/hr
- (vi) Gypsum purity
 - a) Gypsum purity..... %
 - b) Chloride content..... ppm
 - c) Moisture content..... %
- (vii) Maximum purge flow rate to waste water treatment system m³/s
- (viii) Mist eliminator outlet droplet content mg/Nm³

IV. Turbine Generator

(i) Turbine hall and other EOT Crane :

Over load test, travel & hoist speed checks etc., shall be demonstrated as per IS:3177 (latest edition)

.....

(ii) Noise

All the plant, equipment and systems covered under this specification shall perform continuously without exceeding the noise level over the entire range of output and operating frequency specified in General Technical Requirement Part-C of Section-VI of the Technical Specifications.

Noise level measurement shall be carried out using applicable and internationally acceptable standards. The measurement shall be carried out with a calibrated integrating sound level meter meeting the requirement of IEC 651 or BS:5969 or IS:9779.

.....

Sound pressure shall be measured all around the equipment at a distance of 1.0m horizontally from the nearest surface of any equipment/machine and at a height of 1.5m above the floor level in elevation.

A minimum of 6 points around each equipment shall be covered for measurement. Additional measurement points shall be considered based on the applicable standards and the size of the equipment. The measurement shall be done with slow response on the A-weighting scale. The average of A-weighted sound pressure level measurements expressed in decibels to a reference of 0.0002 micro bar shall not exceed the guaranteed value.

Corrections for background noise shall be considered in line with the applicable standards. All the necessary data for determining these corrections, in line with the applicable standards, shall be collected during the tests.

.....

V. DMCW Water System

DM Cooling Water System
Guarantees

.....Yes/No.....

VI. Condensate Polishing Plant

Condensate Polishing Plant Guarantees

.....Yes/No.....

VII. CW/ACW Chemical Treatment Plant

CW/ACW Chemical Treatment Plant Guarantees

.....Yes/No.....

VIII. EOT, Underslung Cranes & Monorail Hoists:

Over load tests, travel and hoist speed checks as per relevant Indian Standard IS (Latest Edition)

IX. Fuel Oil Handling Plant

(a) Capacity, total dynamic head either in isolation or during parallel operation of:

m³/hr

MLC

- (i) LDO transfer pump
- (ii) LDO pressuring pump
- (iii) Drain oil pump
- (iv) Dirty oil pump

- (b) LDO Day Storage tank capacity..... KL
- (c) Entire piping and supports for Smooth operation Yes

X. Coal Handling Plant, Limestone Handling Plant & Gypsum Handling Plant

A. Capacity in T/Hr (equivalent to 100% of rated) of conveyor system including the intermediate equipment for each of the two parallel conveyor streams separately or any combination thereof to be tested in the following flow path operations.

(i) Flow Path IA (Direct Stream) :

Apron feeders 1/2 taking feed of incoming coal from Wagon Tipplers 1/2 discharging crushed coal into last bunker of 800 MW Unit through traveling tripper mounted on Bunker Conveyor including all intermediate Conveyors and equipment..... MTPH

Flow Path IIA (Stacking Stream)

Apron feeders 1/2/ taking feed of incoming coal from wagon tippler WT 1/2 and stacking crushed coal in stockyard using yard conveyor with stacker/ reclaimer station farthest from yard conveyor tail end and boom conveyor at highest angle including all intermediate equipment..... MTPH

Flow path IIB (ERH Reclaiming Stream)

Feeding crushed coal from stockpile to ERH with the help of dozers and discharge crushed coal into last bunker of the Unit through traveling tripper mounted on Bunker Conveyor including all intermediate Conveyors and equipment..... MTPH

(ii) Flow Path III (Reclaiming Stream)

Reclaiming coal from stockyard using yard conveyor with stacker- reclaimer at farthest position from stacker conveyor head end, with the boom conveyor at its lowest position and feeding last bunker of 800 MW Unit through travelling tripper on bunker conveyor including all intermediate equipment..... MTPH

(iii) Further for the purpose of Guarantee tests all left out Conveyors not appearing above along with all associated equipment shall also be considered.

Lime stone unloading stream: Flow Path iv (a):

Feeding limestone into surface feeder/
truck unloader through trucks and pay
loaders and conveying crushed limestone
to the lime silo through series of conveyors.....MTPH

(iv) Gypsum flow path :

Gypsum conveyor taking feed from
gypsum dewatering unit and feeding
to gypsum storage shed through Travelling
tripper provided on last conveyor----- MTPH

(B) Guaranteed capacity of the following in T/Hr

- (i) Apron Feeders..... MTPH
- (ii) Crushers..... MTPH
- (iii) Stacker Reclaimer MTPH
- (iv) Wagon Tippler with side arm charger MTPH
- (v) Vibrating Screening Feeders..... MTPH
- (vi) Travelling Tippler MTPH

Other performance tests and the
procedure for performance testing
of complete coal handling plant, Limestone
Handling plant and Gypsum Handling plant
shall be as given in Technical Specification.

XI. Mill Reject System

- (i) Guaranteed mill rejects system
(TPH) Capacity.....TPH
- (ii) Rated capacity and rated.....Cu.M/hr
discharge pressure of each
air compressor (if applicable).....bar(g)

XII. Ash Handling System

Guaranteed Parameters

	Nos. working	Nos. standby	Capacity, each (m³/hr)	Head, each (MWC)
(A) Guaranteed Capacity/Head				
(a) BA Water pumps
(b) FA water pumps

(c)	LP water pumps	.....	.....	.....	.....
(d)	Economizer water pumps	.....	.....	.....	.....
(e)	Ash Conditioner water pumps	.....	.....	.....	.....
(f)	BA Overflow pumps	.....	.....	.....	.....
(g)	Vacuum Pumps				
(h)	Conveying air blower	.....	.....	.....	.....
(i)	Instrument air compressors				
	– FA Silo area	.....	.....	.....	.....
	– Main plant area	.....	.....	.....	.....
(j)					
(k)	ESP Fluidizing blower	.....	.....	.....	.....
(l)	Silo fluidizing blower	.....	.....	.....	.....
(m)	Drain Pumps – Slurry sump	.....	.....	.....	.....
(n)	- FA silo area	.....	.....	.....	.....
(o)	- ESP area	.....	.....	.....	.....

(B) Equipment Parameters

- | | | |
|----|---|----------------------------|
| a) | Bottom ash system. | _____TPH for each jet pump |
| b) | Bottom Ash Clinker grinders | _____TPH for each crusher |
| c) | i) Dry Fly Ash conveying up to buffer hoppers | _____TPH |
| | ii) Dry Fly Ash transportation from buffer hoppers to storage silos | _____TPH |

- d) Air drying plant for conveying air compressor
- Dew point at outlet of ADP deg. C at 1 ata pressure
 - Handling rate of air
at Inlet conditions _____m³/hr. at _____kg/cm² (g)
inlet pressure pressure and _____deg.C inlet temp.
at out conditions _____m³/hr. at _____kg/cm² (g)
inlet pressure pressure and _____deg.C inlet temp.
 - (iii) Tonnage of refrigeration (TR) rating of each ADP _____TR
- e) Air drying plant for conveying air compressor
- Dew point at outlet of ADP (–) _____deg./c at 1 ata pressure
 - Handling rate of air
Inlet conditions _____m³/hr. at _____kg/cm² (g)
inlet pressure pressure and _____deg.C inlet temp.
Outlet conditions _____m³/hr. at _____kg/cm² (g)
inlet pressure pressure and _____deg.C inlet temp.
 - Tonnage of refrigeration (TR) _____TR
- f) Air drying plant for instrument air compressor
- Dew point at outlet of ADP (–)_____deg./c at 1ata pressure
 - Handling rate of air _____m³/hr. at _____kg/cm² (g)
inlet pressure pressure and _____deg.C inlet temp.
 - Capacity & head of reactivation air blower _____m³/hr. at _____MWC
- g) Buffer hopper aeration blower heater _____deg. C temperature rise corresponding to 3 deg. C of inlet air temperature to blower & _____deg. C of outlet temperature of blower

- h) Storage Silo Blower heater _____deg. C temperature rise corresponding to 3 deg. C of inlet air temperature to blower & _____deg. C of outlet temperature of blower

XIII. PASSENGER/GOODS LIFT FOR VARIOUS AREAS

- i) Capacity..... kgs.
ii) Travel speed..... m/min.
iii) Overload Test.....Kgs.
iv) Other performance tests shall be as given in technical specification

XIV. WATER TREATMENT PLANT

1.00 PRE-TREATMENT PLANT

Pre-Treatment Plant guaranteesYES/NO.....

2.00 DM PLANT: ION EXCHANGE [BIDDER TO TICK) ()]

DM PLANT / UF+RO+MB PLANT

2.01. DM PLANT (ION EXCHANGE DEMINERALISATION PLANT)

DM Plant (ION EXCHANGE DM PLANT) GuaranteesYES/NO

XV. DDCMIS

Demonstration parameters YES/NO

XVI. FULL SCOPE REPLICA SIMULATOR

Demonstration parameters YES/NO

XVII. WATER SYSTEMS

S.N.	Drives	Nos Working	Nos Standby	Guaranteed Parameters of each equipment	
				Capacity (m ³ /hr)	Head (MWC)
1.	CW Pumps				
2.	ACW Pumps				
3.	DMCW Pumps				

4.	Makeup(Filtered water) Pumps	
5.	Raw Water Pumps	
6.	Ash Handling makeup Pumps	
7.	AC & Ventilation System Makeup Pumps	
8.	DM Water Makeup Pumps	
9.	Boiler Fill Pumps	
10.	Service Water Pumps	
11.	Potable Water Pumps	
12.	Condensate Transfer Pumps	
13.	APH Wash Water Pumps	
14.	Filtered water feed pumps for DM plant	
15.	Degassed water pump (if applicable)	
16.	High pressure pumps for RO for ETP	
17.	UF feed pumps for RO for ETP	
18.	FGD Process water pumps	
19.	CT Make up Pumps	
20.	Parallel Operation (if applicable), Noise & Vibration of each of these pumps shall be demonstrated as specified in Functional Guarantees	YES/NO
21.	Capacity and Cold Water Outlet Temperature of CT to be demonstrated as specified	YES/NO
22.	Overload Test, Travel & Hoist Speed	
	Tests of EOT Cranes to be demonstrated as per relevant Indian Standards	YES/NO

We confirm that the demonstration parameters/capabilities of other equipment shall be as per specification requirement.

XVIII. Fire Detection & Protection system

We confirm Guarantee in accordance with Technical Specification.

XIX. Air Conditioning and Ventilation System

We confirm Guarantee in accordance with Technical Specification.

XX. Hydrogen Generation Plant

We confirm Guarantee in accordance with Technical Specification.

XXI. Air Compressor System

We confirm Guarantee in accordance with Technical Specification.

XXII. Generator and its Auxiliaries

We confirm Guarantee in accordance with Technical Specification.

XXIII. Sub Station Automation System

We confirm Guarantee in accordance with Technical Specification.

Date	:	(Signature).....
Place	:	(Printed Name).....
		(Designation).....
		(Common Seal).....

TENDER NO. BHEL/CPC/UKI/PRE-BID_BOP/25/050, Date: 08/11/2024

WORK DESCRIPTION: PRE-BID TIE-UP/ MOU FOR EXECUTION OF BOP PACKAGES ON EPC BASIS AT 1X800 MW ULTRA SUPER CRITICAL UNIT No. # 7 TO BE CONSTRUCTED ON ASH DYKE AREA AT UKAI TPS, GSECL, GUJARAT.

MEMORANDUM OF UNDERSTANDING (MOU)

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

BETWEEN

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

AND

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

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

WHEREAS:

- A.** Gujarat State Electricity Corporation Limited (“**GSECL**”) has invited bids for Design, Engineering, Manufacture, Supply, Construction, Erection, Testing & Commissioning works for the **EPC** Package for Coal Fired UKAI THERMAL POWER PROJECT Stage-V (1 X 800 MW), Gujarat (hereinafter referred to as “**Project**”).
- B.** BHEL is in process of submitting an offer to GSECL for the project on EPC basis, which includes BOP PACKAGES along with the works ancillary and incidental thereto, as provided in GSECL Tender (hereafter referred as “**Works**”).
- C.** BHEL had floated a Pre - bid tender enquiry bearing reference no. BHEL/CPC/UKI/PRE-BID_BOP/25/050, Date: 08/11/2024 (hereinafter referred to as “**Tender**”) to invite offers to perform the Works.
- D.** M/s <Name of the Contractor> (hereinafter referred to as “**Contractor**”) had submitted their offer for the Works to be carried out for the Project (hereinafter referred to as the “**Offer**”).

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

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

1. PURPOSE OF THE MOU:

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

- 1.1. Entering into Pre-Bid Tie Up for “*EXECUTION OF BOP PACKAGES ON EPC BASIS AT 1X800 MW ULTRA SUPER CRITICAL UNIT No. # 7 TO BE CONSTRUCTED ON ASH DYKE AREA AT UKAI TPS, GSECL, GUJARAT*”.
- 1.2. Submitting detailed proposal by BHEL to GSECL for the said Works of the Project.
- 1.3. To specify the rights and obligations of each Party in performing the Works, till the issue of Letter of Award to the Contractor, if the Project is awarded by GSECL to BHEL.
- 1.4. Negotiating, and entering into Contract Agreement for performance of Works, when the Project is awarded by GSECL to BHEL.

2. PRINCIPLES OF AGREEMENT:

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

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

3. SCOPE OF WORK:

- 3.1. The scope of work will be "*EXECUTION OF BOP PACKAGES ON EPC BASIS AT 1X800 MW ULTRA SUPER CRITICAL UNIT No. # 7 TO BE CONSTRUCTED ON ASH DYKE AREA AT UKAI TPS, GSECL, GUJARAT*" as detailed in Tender no. BHEL/CPC/UKI/PRE-BID_BOP/25/050, Date: 08/11/2024.
- 3.2. It is agreed between the parties that, the Parties shall make best efforts to secure award of contract for the project execution from GSECL.
- 3.3. The Contractor shall promptly provide all relevant technical and commercial information and assistance as required for the purposes of the preparation of the detailed proposal before the due date and for the negotiation of the Tender. Contractor, may be required to attend meeting(s) in connection with the Tender and/or contract either between the parties and / or among the parties and GSECL. Parties shall bear their own expenses for these meetings and any other expenses incidental thereto.

4. VARIATION IN PRICING AND ALTERTION IN TERMS & CONDITIONS

- 4.1. The Lumpsum price as agreed upon by this MOU, will remain firm for the scope of Works. However, BHEL reserves the right to negotiate with M/s GSECL at any stage to secure the Project, without involving the contractor. Any reduction on the

final price for the Project, as agreed by BHEL during negotiations with GSECL, shall be correspondingly applicable to the price agreed upon in the MOU and shall be binding on the Contractor.

- 4.2. No revision in price, save as excepted hereinabove, shall be accepted on account of any implication arising out of but not limited to ignorance, omissions, negligence of technical specifications and/ or tender terms and conditions on the part of contractor.

5. PERFORMANCE OF CONTRACT: LIABILITIES OF THE PARTIES

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

6. CONFIDENTIALITY

- 6.1. In consideration of the disclosure of confidential information by a Party, the receiving Party hereby agrees to hold the confidential information in strict confidence and to take all reasonable precautions to protect such confidential information, limit disclosure of any confidential information to its directors, officers, employees, agents or representatives who have a need to know such confidential information in connection with the current or contemplated business relationship between the parties to which this MoU relates, and use such confidential information only for that purpose. The Parties shall keep all confidential information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information. Public announcements, if any, shall be made by a Party only on the terms mutually acceptable to both the Parties.
- 6.2. Any information that is available in the public domain or is within the knowledge of a Party before the disclosure or is independently generated by the receiving Party without use of the confidential information, or after the disclosure hereunder it becomes part of the public domain by publication, or it lawfully becomes available to the Receiving Party, without restriction respecting use or holding in confidence, from a third party; or prior to the time of disclosure hereunder it was known to and possessed by the receiving Party as shown by written records; shall not be deemed to be confidential information. Information that either Party qualifies as confidential information as per Clause 6.1 should be clearly marked "Confidential" by the disclosing Party. The Parties agree that any information

which is not marked accordingly shall not be considered as confidential. Confidential information that is orally disclosed by either Party should be declared as "Confidential" upon disclosure and documented in writing in the minutes of any meeting as having been actually disclosed in the documented form.

6.3. The Parties acknowledge that the Confidential Information to be disclosed by a Party is business sensitive and of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The Parties hereby agree that a Party shall be entitled to injunctive or other interim or equitable relief preventing the dissemination of any Confidential Information in violation of the terms hereof. Such injunctive relief shall be in addition to any other remedies available to a Party, whether at law or in equity.

6.4. Notwithstanding anything in the foregoing to the contrary, the recipient may disclose Confidential Information pursuant to any governmental, judicial, quasi judicial, statutory authority or administrative order, in which case the disclosing party shall duly notify the other Party of such disclosure.

6.5. Such obligation of confidentiality shall survive 5 years from the date of termination of the MoU.

7. INDEMNIFICATION

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

7.1. A breach of any of the representations, warranties or covenants of the party contained in this MOU or

7.2. Any default in the performance of any of the covenants or agreements made by the party in this MOU.

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

8. TIME PERIOD

8.1. This MOU shall continue to remain valid until issue of Letter of Award ("LOA") by BHEL or expiry of 12 months, or any other agreed extended period, from the date of signing, whichever occurs earlier The Letter of Award issued to the contractor shall supersede this MOU.

9. PRE-BID GUARANTEE

- 9.1. The contractor shall furnish a Bid Bond for an amount equal to 01% (One Percent) of the value of the MOU price within 30 days of signing of this MOU.
- 9.2. The Bid Bond shall be in the form of Bank Guarantee. The Bank Guarantee shall be furnished in accordance with the relevant provisions of the Tender for Bank Guarantees.
- 9.3. The Contractor shall keep the Bank Guarantee furnished as Bid Bond valid till the period of validity of MOU including extended period if any.

10. ASSIGNMENT

- 10.1. Neither Party shall, without the prior written consent of the other Party, transfer, assign or dispose of any of its rights hereunder, or subcontract or otherwise delegate any of its obligations under this MoU.
- 10.2. Notwithstanding what is stated in the preceding clause, Parties shall have the right to assign or delegate any of its right under this MoU to any of their group companies, as required. Group companies are those companies doing business in different markets and having administrative and financial control either by <Name of Contractor> or BHEL.

11. NOTICE

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

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

If sent to BHEL:

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

If sent to Contractor:

<Address of the Contractor>

12. WAIVER

Any waiver by either Party of a breach of any provision of this MoU shall not be considered as a waiver of any subsequent breach of the same or any other provision of this MoU.

13. GOVERNING LAW AND DISPUTE RESOLUTION

13.1. This MoU shall be governed by and construed in accordance with the Laws of India.

13.2. All disputes and claims between the Parties which may arise out of or in connection with the MoU shall be settled amicably by good faith negotiation between the Parties.

13.3. In the event that no amicable settlement is arrived at, any unsettled dispute, controversy or claim arising out of or in connection with this MoU, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration and Conciliation Act, 1996. The dispute shall be referred to India International Arbitration Centre (IIAC) to appoint sole arbitrator to be appointed by IIAC. Arbitration proceeding shall be governed by the IIAC Rules. The seat of arbitration shall be at New Delhi. The language to be used in the arbitral proceedings shall be English. The Arbitral Tribunal shall give a reasoned Award.

13.4. All the disputes in relation to this MOU, Court at New Delhi shall have the exclusive jurisdiction.

14. COMPLIANCE AND ETHICS

14.1. The Parties agree to fully comply with all the applicable laws and regulations applying to the proposed Tender. The Parties shall strictly abide by the code of conduct and ethics policy of their respective organisation.

14.2. Each Party hereby warrants that it will not, directly or indirectly, and it has no knowledge that other persons will, directly or indirectly, make any payment, gift or other commitment to its customers, to government officials or to agents, directors and employees of any Party or any other party in a manner contrary to applicable laws and shall comply with all relevant laws, regulations, ordinances and rules regarding bribery and corruption.

14.3. Nothing in this MoU shall render a Party liable to reimburse another Party for any such consideration given or promised.

14.4. A material violation by a Party of any of the obligations contained in clause 14.1 or 14.2 above may be considered by the other Party to be a material breach of this MoU and shall entitle the other Party to terminate this MoU with immediate effect and without prejudice to any further right or remedies on the part of such Party under this MoU or applicable law. The violating Party shall indemnify the other Party for all liabilities, damages, costs or expenses incurred as a result of any such violation of the above mentioned obligations and termination of this MoU.

15. SEVERABILITY

If any provision of this MoU is held by any court to be void or unenforceable in whole or in part, the other provisions of this MoU and the remainder of the affected provisions shall continue to be valid.

16. TERMS OF MOU

Subject to the provisions of Clause 8 of the MOU, the MOU shall remain in force until superseded by a Contract Agreement executed between the Parties after award of Project to BHEL by GSECL.

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

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

Place: _____

For Bharat Heavy Electricals Limited

For Contractor (Name)

By

Name :

Designation

WITNESS

1.

2.

PROFORMA OF BANK GUARANTEE FOR BID BOND

(On non-Judicial paper of appropriate value)

Bank Guarantee No.....

Date.....

To

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

Dear Sirs,

In accordance with the terms and conditions of MOU dated¹, (hereinafter referred to as the "MOU") signed between **Bharat Heavy Electricals Limited**, Central Procurement Cell (CPC), 8th Floor, BHEL SADAN, Plot No. 25, Sector-16A, Noida, U.P. - 201301 and **M/s**² having its registered office at (hereinafter referred to as the 'Contractor'), where BHEL agrees to award the contract to the Contractor for carrying out the works as a sub-contractor of BHEL for the Project (i.e. Coal Fired UKAI THERMAL POWER PROJECT Stage-V (1 X 800 MW), Gujarat), in the event of the Project being awarded to BHEL by its Customer, i.e. M/s Gujarat State Electricity Corporation Limited.

The conditions of MOU provide that the successful bidder ('Contractor') shall furnish a Bid Bond for an amount of Rs.....³, i.e. 01% (One Percent) of the value of the price of the contract mentioned in MOU , within 30 days of signing of this MOU in the form therein mentioned. The form of payment of Bid Bond in the shape of Bank Guarantee executed by a Scheduled Bank.

In lieu of the stipulations contained in the aforesaid MOU that an irrevocable and unconditional Bank Guarantee against Bid bond for an amount of³ is required to be submitted by the Contractor to fulfil the terms and conditions of accepted and signed MOU and the Contractor having approached us for giving the said Guarantee.

We, the[Name & address of the Bank]⁶ having our Registered Office at(hereinafter referred to as the Bank) being the Guarantor under this Guarantee, hereby irrevocably and unconditionally undertake to forthwith and immediately pay to BHEL without any demur and without any reference to the Contractor, merely on your first demand any sum or sums of Rs.....³ (in words Rupees.....) without any reservation, protest, and recourse and without the beneficiary needing to prove or demonstrate reasons for its such demand.

Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.³.

We undertake to pay to BHEL any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or proceeding pending before any Court or Tribunal, Arbitrator or any other authority, our liability under this present being absolute and unequivocal.

The payment so made by us under this Guarantee shall be a valid discharge of our liability for payment hereunder and the Contractor shall have no claim against us for making such payment.

We⁶ Bank further agree that BHEL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Tender or to extend the time of submission of from time to time or to postpone for any time or from time to time any of the powers exercisable by BHEL against the said Contractor and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the BHEL or any indulgence by BHEL to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank also agrees that BHEL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that BHEL may have in relation to the Contractor 's liabilities.

This Guarantee shall be irrevocable and shall remain in force upto and including.....⁴ and shall be extended from time to time for such period as may be desired by BHEL.

This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money payable to BHEL in terms hereof. However, unless a demand or claim under this Guarantee is made on us in writing on or before the⁵ we shall be discharged from all liabilities under this Guarantee.

We,⁶ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of BHEL in writing.

This Bank Guarantee shall be governed, construed and interpreted in accordance with the laws of India.

Courts at New Delhi shall alone have exclusive jurisdiction over any matter arising out of or in connection with this Bank Guarantee.

Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed.....³

b) This Guarantee shall be valid up to⁴

c) Unless the Bank is served a written claim or demand on or before⁵ all rights under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities under this guarantee irrespective of whether or not the original bank guarantee is returned to the Bank

We,⁶ Bank, have power to issue this Guarantee under law and the undersigned as a duly authorized person has full powers to sign this Guarantee on behalf of the Bank.

For and on behalf of

(Name of the Bank)

Date.....

Place of Issue.....

1 MOU dated...

2 Name and Address of the Contractor

3 Bid Bond Value in words and Figures

4 Validity Date

5 Date of Expiry of Claim Period

6 Name & Address of Bank

Notes:

1. Bidders are advised that expiry of claim period may be kept 3-6 months after validity date.

2. The BG should be on Non-Judicial Stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG was executed, whichever is higher. The Stamp Paper/e-stamp paper.

3. In Case of Bank Guarantees submitted by Foreign Vendors-

a. From Nationalized/Public Sector / Private Sector/ Foreign Banks (BG issued by Branches in India) can be accepted subject to the condition that the Bank Guarantee should be enforceable in the town/city or at nearest branch where the Unit is located i.e. Demand can be presented at the Branch located in the town/city or at nearest branch where the Unit is located.

b. From Foreign Banks (wherein Foreign Vendors intend to provide BG from local branch of the Vendor country's Bank)

b.1 In such cases, in the Tender Enquiry/ Contract itself, it may be clearly specified that Bank Guarantee issued by any of the Consortium Banks only will be accepted by BHEL. As such, Foreign Vendor needs to make necessary arrangements for issuance of Counter- Guarantee by Foreign Bank in favour of the Indian Bank's (BHEL's Consortium Bank) branch in India. It is advisable that all charges for issuance of Bank Guarantee/ counter- Guarantee should be borne by the Foreign Vendor.

b.2 In case, Foreign Vendors intend to provide BG from Overseas Branch of our Consortium Bank (e.g. if a BG is to be issued by SBI Frankfurt), the same is acceptable. However, the procedure at sl.no. b.1 will required to be followed.

b.3 The BG issued may preferably be subject to Uniform Rules for Demand Guarantees (URDG) 758 (as amended from time to time).