ANNEXURE – I

(To be filled up by the Bidder)

Ref. No. :
Date :

M/s Bharat Heavy Electricals Ltd.,
Project Engineering Management,
PPEI Building, HRD & ESI Complex,
Plot No. 25, Sector – 16A,
NOIDA – 201 301 (U.P.)

Attention : Shri

Dear Sir,

1 Having examined the tender documents against your tender Enquiry No. ________________________ dated _________ and having understood the provisions of the said tender documents and having thoroughly studied the requirements of BHEL related to the work tendered for, in connection with ____ (name of work & project site), we hereby submit our offer for the proposed work in accordance with terms and conditions mentioned in the tender documents, at the prices quoted by us in your price schedule format and as per the indicated delivery schedule.

2. If the work or any part thereof is awarded to us, we undertake to submit security-cum-contract performance bank guarantee as per your requirement.

3. We have annexed to this tender the following documents:-

Part-I (Techno Commercial Bid) - in a properly sealed cover.

i) Complete Techno-Commercial Offer (in five sets).
ii) Unpriced copy of deviation sheet (cost of withdrawal) – annexure -II
iii) Unpriced copy of Price Schedule using format given by BHEL.
iv) Any other documents (please specify).

Part-II (Price Bid along with Priced Annexure-II) - in a separate, properly sealed cover, in the format given by BHEL.

Thanking you,

Yours faithfully,

(Signature of the bidder with Name, Designation and Company's Seal)

ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWL)

PROJECT:-

PACKAGE:-

TENDER ENQUIRY REFERENCE:-

NAME OF VENDOR:-

SL NO	VOULME/ SECTION	PAGE NO.	CLAUSE NO.	TECHNICAL SPECIFICATION/ TENDER DOCUMENT	COMPLETE DESCRIPTION OF DEVIATION	COST OF WITHDRAWL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS									
COMMERCIAL DEVIATIONS									

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	**DESIGNATIONS**	**SIGN & DATE**	

NOTES:

1. For self manufactured items of bidder, cost of withdrawl of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.

2. For directly dispatchable items, cost of withdrawl of deviation will be applicable on the basic price including taxes, duties & freight.

3. All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.

4. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.

5. Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawl of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.

6. Bidder shall furnish price copy of above format along with price bid.

7. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.

8. Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.

9. For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.

10. Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.

11. All techno-commercial terms and conditions of NIT shall be deemed to have been accepted by the bidder, other than those listed in unpriced copy of this format.

12. Cost of withdrawl is to be given seperately for each deviation. In no event bidder should club cost of withdrawl of more than one deviation else cost of withdrawl of such deviations which have been clubbed together shall be considered as NIL.

13. In case nature of cost of withdrawl (positive/negative) is not specified it shall be assumed as positive.

14. In case of descrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

ANNEXURE – III

DECLARATION

It is hereby declared that the original/ revised***** price bids for ______________ ____________________________ (Name of Package) for __________________ project is complete in all respects and contains prices for complete scope of supply, including tests etc., as per BHEL's requirement. If in the original/ revised***** price bids where itemised price is not available for any part of scope of supply, including tests etc. for completion of the package, the same should be treated to have been included in our original/ revised***** price bid.

It is also agreed that no further chance for seeking clarification/ confirmation to any missing point will be necessary.

Absence of itemised prices against some items does not mean that they are not included. Even though itemised prices are given for major items, those items which are not specially shown, are also included to meet the entire system as per BHEL requirements.

Signature of authorised Representative
Name and Designation :
Name & Address of the Bidder
Date

Forwarded to:
M/s Bharat Heavy Electricals Limited
Project Engineering Management
PPEI Building, HRD & ESI Complex
Plot No. 25, Sector – 16 A
NOIDA – 201 301 (U.P)

***** (Please delete whichever is not applicable)

GST related Corrigendum to GCC Rev 06

Clause Ref:	Existing Clause as:	Replaced/ New Clause as:
Clause No.4 of GCTC (General commercial terms and conditions)	**TAXES AND DUTIES** **4.1 EXCISE DUTY** 4.1.1 Seller/ Contractor is required to ensure that excise duty including cess, if any, is quoted as per the existing tariff on the date of the offer and all benefits as per existing rules have been considered. 4.1.2 Excise duty actually incurred by Seller/ Contractor on self-manufactured items alone shall be reimbursed against documentary evidence. Excise duty paid by Purchaser on inputs, bought out items, raw materials and components consigned directly to site from sources other than Seller/ Contractor's factory/ works shall be included by the bidder in the quoted basic price. 4.1.3 If excise duty is paid under protest or dispute, it shall not be reimbursed till the dispute is settled. If the Seller/ Contractor claims/ obtains any refund of the excise duty paid, the same shall be refunded to the Purchaser immediately 4.1.4 Invoice cum Excise duty gate pass (Excise Invoice) should contain the name of the ultimate consignee as per Order/ Contract/ Special Conditions of Contract. 4.1.5 If required by Purchaser, the Seller / Contractor will provide a certificate stating that CENVAT benefit has been availed of on the inputs and the same has been passed on to the Purchaser. 4.1.6 Excise duty shall be paid at actuals against documentary evidence but restricted to the amount and percentage indicated in the Order/ Contract. **4.2 SALES TAX / VALUE ADDED TAX (VAT)** 4.2.1 Central Sales Tax / Value Added Tax shall be reimbursed only if the same is paid by the Seller / Contractor to the respective Govt. authorities on direct sales by the Seller/ Contractor to the Purchaser, meeting all statutory requirements and availing all exemptions/ concessions under the respective Central Sales Tax / Value Added Tax Acts. The offer should clearly indicate CST/ VAT percentage and the total	**TAXES AND DUTIES** **4.1 CGST/SGST/UTGST/IGST** 4.1.1 Seller/ Contractor is required to ensure that CGST/SGST/UTGST/IGST (whichever is applicable) is quoted as per the existing tariff on the date of the offer and all benefits as per existing laws have been considered. 4.1.2 It is the responsibility of the seller/contractor to issue the Tax Invoice strictly as per the format prescribed under the relevant applicable GST law (CGST Act/SGST Act/UTGST Act/IGST Act). Vendor to indicate the proper GSTN Registration/ HSN code in their tax invoice. 4.1.3 The purchaser is registered in the State of Uttar Pradesh vide following GST registration number: **09AAACB4146P2ZC** 4.1.4 Seller/contractor is required to mention the above registration number in their tax invoice unless stated otherwise in NIT/SCC. 4.1.5 CGST/SGST/UTGST/IGST shall be paid at actuals against Tax Invoice but restricted to the amount and percentage in the order/contract

	amount along with concessional form(s), if any. 4.2.2 Purchaser is registered in NOIDA, U.P. vide following Registration Numbers: Central Sales Tax Registration No. : ND – 5341151 w.e.f. 01-07-2006 UP Trade Tax Registration No. : ND – 0345307 w.e.f. 01-07-2006 UP TIN No. : 09765702874 4.2.3 Central Sales Tax/ Value Added Tax shall be reimbursed, as per tariff applicable, but restricted to the percentage and amount shown in the Order/ Contract. If it is shown as included in the quoted price/ not applicable, it will not be reimbursed by the Purchaser. 4.2.4 Purchaser proposes to make sale-in-transit under section 6 (2) (b) of Central Sales Tax Act where goods movement is inter-state. Form-C shall be issued and exchanged against Form-E1/E2 based on quarterly transactions. Seller/Contractor is required to submit his request in the format enclosed at Annexure-VI within 30 days from end of the Quarter, giving State-wise invoice details. 4.2.5 VAT invoices, in format prescribed by the respective State Sales Tax Act, have to be submitted in the name of Nodal Agency specified in Special Conditions of Contract. **4.3 SERVICE TAX** 4.3.1 Service Tax paid by the Service Provider /contractor to the Government authorities directly shall only be reimbursed at actuals against documentary evidence, but restricted to the rate and amount mentioned in the order/contract. The offer should clearly indicate the percentage and the total amount of service tax. 4.3.2 Service provider/Contractor to ensure their registration for "Intended Service" to be provided, before claiming Service tax under the "intended category". Decision of BHEL shall be final w.r.t. the "Intended category" in which the service will be falling. 4.3.3 If required by the Purchaser, the Service Provider/Contractor will provide a certificate stating that "CENVAT Benefit has been availed of on the input and the	**4.2 OTHER TAXES & LEVIES** 4.2.1 All taxes/duties/Cess other than CGST/SGST/UTGST/IGST shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. **4.3 CUSTOMS DUTY**

	same has been passed on to the purchaser" or "CENVAT Benefit has not been availed of on the inputs". **4.4 OTHER TAXES & LEVIES** All taxes and duties other than Excise Duty, Sales Tax/ VAT, Service Tax shall be deemed to be included in the Ex-Works prices unless specified otherwise by the bidder in the price bid. No variation in other taxes and duties shall be payable by Purchaser. However, statutory variation in Octroi will be payable extra against documentary evidence. **4.5 CUSTOMS DUTY** 4.5.1 Customs Duty element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. No variation in customs duty and exchange rate for imported items shall be payable by Purchaser. 4.5.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.5.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, country of origin etc., shall be submitted by the bidder as part of Price bid. **4.6 DIRECT TAX** 4.6.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel.	4.3.1 Customs Duty/IGST/Goods and Services compensation cess under Goods and Services Tax (Compensation to States) Act, 2017 element for imported items as per Special Conditions of Contract shall be included in the Ex-Works prices. 4.3.2 Seller/ Contractor shall arrange for his own import license, if required, since Purchaser will not provide any import license. Therefore, Seller/ Contractor alone shall be responsible for any delay in getting import license or non-availability of the same or completion of other related formalities. Purchaser shall not be responsible for any financial liability, whatsoever, on this account. 4.3.3 Essentiality Certificate or Project Authority Certificate (PAC) as per Import Policy, if required to avail concessional customs duty, shall be clearly specified in the offer. Import content (CIF value in rupees) with list of items, quantity, foreign currency, Country of origin etc., shall be submitted by the bidder as part of Price bid. **4.4 DIRECT TAXES** 4.4.1 Purchaser shall not be liable towards income tax of whatever nature including variations thereof, arising out of this Order/ Contract, as well as tax liability of the Seller/ Contractor and his personnel. 4.4.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions

	4.6.2 Deductions of Tax at source at the prevailing rates shall be effected by the Purchaser before release of payment, as a statutory obligation, if applicable. TDS certificate will be issued by the Purchaser as per statutory provisions.	
	5.0 STATUTORY VARIATION 5.1 If the rates for taxes and duties in respect of the quoted materials and/ or services assumed by the Seller/ Contractor are less than the tariff prevailing at the time of tendering, Seller/ Contractor will be responsible for such under quotations. However, if the rates assumed are higher than the correct rates prevailing at the time of tendering, the difference will be to the credit of the Purchaser. 5.2 Statutory Variations in Excise Duty, Service Tax and Central Sales Tax/ Value Added Tax only on self-manufactured items/ services rendered by vendor himself on the rates prevailing at the time of delivery/ completion in comparison to the date of offer, will be to the account of the Purchaser. No other variations such as on customs duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the Purchaser. 5.3 Notwithstanding the above, where the actual completion of the supply occurs beyond the period stipulated in the Order/ Contract or any extension thereof, variations referred to above, will be limited to the rates prevailing on the dates of such agreed completion periods only. For variations after the agreed completion periods, the Seller/ Contractor alone shall bear the impact for the upward revisions and for downward revisions; purchaser shall be given the benefit of reduction in taxes/ duties. This will be without prejudice to the levy of penalty for delay in delivery/ completion schedule. 5.4 Any new tax structure (like Goods & Services Tax) as and when implemented by the Government shall become applicable in addition to or in lieu of existing tax structure.	**5.0 STATUTORY VARIATION** 5.1 Statutory variation for CGST/SGST/UGST/IGST is available provided the actual completion of supply does not occur beyond the period stipulated in the order/contract or any extension (without levy of penalty). 5.2 For variation after the agreed completion periods, the seller/contractor alone shall bear the impact for the upwards revisions and adjust the price in their basic price in such a manner that total price with tax matches with the ex-works with taxes of Purchase Order/Contract. For downward revisions, purchaser shall be given the benefit of reduction in CGST/SGST/UGST/IGST. This will be without prejudice to the levy of penalty for delay in delivery/completion schedule. 5.4 No other variations such as on Custom Duty, exchange rate, minimum wages, prices of controlled commodities, any other input etc. shall be payable by the purchaser.

Clause 8	**8.0 TRANSPORTATION & FREIGHT CHARGES** 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road permit/ entry permit, if required as per law of the State, shall be arranged by Purchaser. 8.3 Freight charges (including Service Tax) shall be payable after delivery of the goods at the project site, on receipt of MRC or receipted LR on pro-rata basis.	8**.0 TRANSPORTATION & FREIGHT CHARGES** 8.1 All dispatches shall be through road carriers approved by Purchaser/ Bank, on freight pre-paid basis. 8.2 Road Permit/E-way bill, if required, will be arranged by Supplier.
	9.0 TERMS OF PAYMENT **9.1 SUPPLY PACKAGES** 9.1.1 Ninety percent (90%) of basic price of materials supplied, as per PO, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.1.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser, on submission of all final documents for the packages as detailed below, duly certified by Engg. Deptt. of purchaser, and submission of Form E1/ E2 against Form-C, if applicable. List of packages with required final documents is as per Annexure-X. **9.2 SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE / DEMONSTRATION** **TEST AT SITE IN VENDOR'S SCOPE** 9.2.1 Eighty Five percent (85%) of basic price of materials supplied, as per PO / approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.2.2 Ten percent (10%) of basic price of materials supplied will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. 9.2.3 Five percent (5%) of the total basic price of materials and PG/ Demonstration test charges shall be released after submission of all final documents as per Technical	**9.0 TERMS OF PAYMENT** **9.1 SUPPLY PACKAGES** Payment of basic price of materials supplied alongwith freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser on submission of all the final documents for the packages as detailed below, duly certified by engineering department of purchaser. List of packages with required final documents is as per Annexure-X. **9.2 Supply packages with performance guarantee/demonstration test at site in vendor's scope** Payment of basic price of materials supplied, as per PO/ as per approved billing schedule, along with freight and taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rate basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 10% will be released after receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser.

	Specifications and successful completion of the Performance Guarantee (PG)/ Demonstration Test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then last 5% payment will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). **9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE)** 9.3.1 Eighty Five percent (85%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. OR i) Five percent (5%) lump sum payment of total basic price (excluding taxes, duties & freight) against approval of design documents and quality plan as certified by Engineering. Design documents and quality plan shall be as defined in the Technical Specifications. ii) Eighty percent (80%) of basic price of materials supplied, as per approved billing schedule, along with 100% taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 9.3.2 Five percent (5%) of basic price of materials supplied along with freight, if applicable, will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and submission of Form E1/ E2 against Form-C, if applicable. Collection of Material Receipt Certificate from Site/ Owner and its submission for claiming the payment shall be the responsibility of the Seller/ Contractor. 9.3.3 Ten percent (10%) of the total basic price shall be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of	b) 5% will be released after submission of final documents as per technical specification and successful completion of the performance guarantee (PG)/ Demonstration test at site. Note: If the Performance Guarantee/ Demonstration Test is not conducted up to 24 months from supply completion for reasons not attributable to the vendor, then 5% security deposit will be released against Bank Guarantee of an equivalent amount, valid for 12 months. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 10% of the contract value (excluding taxes, duties and freight). **9.3 SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR'S SCOPE)** 9.3.1 Payment of basic price of materials supplied, as per approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below: a) 5% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser. Collection of Material Receipt Certificate from site/owner and its submission for claiming the payment shall be the responsibility of the Seller/Contractor. b) 10% will be released after i) submission of all final documents as per Technical Specifications and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract

	Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract. **9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES** 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. **9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES** 100% payment shall be released after successful completion of the activity, on Site certification. **9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).** To be eligible for payment as Micro and Small category, vendors shall submit annual certification for validation from designated authority under MSMED Act or Chartered Accountant within first quarter of every financial year. . **Note:** 1) For indigenous suppliers, if the documents are routed through Bank, then all bank charges will be to vendor's account. 2) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for	**9.4 ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES** 9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner. 9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package. 9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Owner, as applicable. **9.5 PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES** 100% payment shall be released after successful completion of the activity, on Site certification. **9.6 Vendors shall submit documents for payment directly to BHEL. Payment will be released within 60 days after receipt of complete documents as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).** **Note:** 1) Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. 2) For indigenous suppliers, if the documents are routed through Bank,

	evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 3) LC opening/ negotiation/ confirmation charges will be to vendor's account. 4) Form C/ E1/E2 are not applicable for foreign bidders. 5) In extreme case of vendors not agreeing to link 10% payment with submission of Form E1/ E2 against Form-C as above, their prices will be loaded as per Annexure-VIII. 6) Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment. **7)** Payment terms for mandatory spares shall be as per clause 9.1.	then all bank charges will be to vendor's account. 3) Foreign bidders can opt for payment (less agency commission, if applicable) through irrevocable and unconfirmed letter of credit. In that case for evaluation purpose, prices of foreign bidders will be loaded on account of payment through LC, equal to loading specified against 'Payment through Bank' in Annexure-VIII. No loading will be done if foreign vendors agree for 90 days usance LC or submit the documents on collection basis for payment within 90 days of submission of complete documents. 4) LC opening/ negotiation/ confirmation charges will be to vendor's account. **5)** Payment terms for mandatory spares shall be as per clause 9.1. 9.7 The applicable TDS under CGST/SGST/UGST/IGST/ Goods and Services (Compensation to States) Act will be deducted from the payments. **9.8 Other clauses** 1. Vendor/Supplier will intimate & upload the Tax invoice along with LR/RR(as applicable) on web portal & intimate BHEL immediately on removal of goods from vendor/supplier works. In case of Services, Vendor is required to upload the Tax invoice on Web Portal immediately after raising the invoice. BHEL will issue the delivery order/instruction to dispatch the material to the customer as indicated in SCC. 2. All payments against Tax Invoice to vendors/contractors shall be released only after:

		a) Vendor/contractor declaring such invoice in GSTR-1 within the prescribed timeline as per the relevant Act. b) The tax component charged by the vendor in the invoice should be matched with the details uploaded by vendor in GSTR-1. c) Confirmation of payment of GST thereon by vendor on GSTN portal 3. In case, any GST credit is delayed/denied to BHEL due to non/delayed receipt of goods and/or tax invoice or expiry to timeline prescribed in the relevant Act for availing such ITC, or any other reasons not attributable to BHEL, tax amount shall be recoverable from the vendor/contractor along with interest levied/leviable on BHEL. 4. Wherein GST liability arises on BHEL under reverse charge, any interest levied/leviable due to any reasons not attributable to BHEL shall be recovered from the vendor/contractor.
Clause 9	**9.7 DOCUMENTS TO BE SUBMITTED BY VENDOR** **9.7.1 For Recognition of Dispatch** Copy of the following documents by e-mail/ fax immediately on despatch: a. Invoice b. LR along with Delivery Order c. Packing List d. Insurance Intimation e. Dispatch Clearance 9.7.2 For Claiming Payments (under clause 9.1.1, 9.2.1, 9.3.1): a. Invoice – original+1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy	9.7 All same a. to be replaced with “GST compliant invoice” in 9.7.1, 9.7.2, 9.7.3 Modification in the clause **Duty drawback documents** “As per applicable law” (original+1 copy.)

	c. Delivery order- 2 copies d. Packing List - clearly showing number of packages, gross weight and net weight. - original+1 copy e. MDCC from BHEL/ Customer – as per SCC – 2 copies f. Guarantee Certificate – Original + 1 copy g. Insurance Intimation - 2 copies CQIR / Inspection Reports – Original+1 copy i. PVC Calculation and copy of all applicable indices, if PVC applicable. – 2 copies j. Duty drawback documents (original excise invoice, original disclaimer certificate, original certificate from excise authority for payment of excise duty), if applicable. – original + 1copy 9.7.3 For Claiming Freight Payment a. Invoice – Original + 1 copy b. Receipted LR (signed & stamped)/ confirmation from site regarding receipt of packages/ Boxes original/ copy c. Transporter's document indicating the freight amount. Original money receipt to be submitted if required as per SCC. 9.7.4 For Claiming MRC Payment a. Invoice – Original + 1 copy b. Copy of MRC 9.7.5 For Claiming Payment for Services involving Service Tax a. Invoice as per rule 4A of Service Tax Act – Original + 1 copy b. Copy of Service Tax registration certificate c. Copy of challan for Service Tax payment	
Clause 3.0 Instruction to bidders	Total **erection & commissioning charges** including service tax should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.	Total **erection & commissioning charges** including applicable tax but excluding freight along with GST should be minimum 20% (or as specified in NIT) of the total quoted package price (excluding mandatory spares but including all taxes and freight), failing which the break-up of prices shall be adjusted accordingly for ordering.

GST related Corrigendum to GCC Rev 06

Clause 16.0 Instruction to bidder	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII will apply.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII will apply.
Clause 16.0 of GCTC	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR date for indigenous supplies and AWB/ BL date for FOB contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR date is beyond three months from the date of LR, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)	Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent plus applicable GST of the total contract price per week or part thereof, subject to a maximum of ten (10) percent of the total contract price excluding elements of taxes, duties and freight, if the Seller/ Contractor fails to deliver any part of the ordered stores within the period stipulated in the Order/ Contract. For Turnkey packages (Supply and E&C in vendor's scope), Liquidated Damages shall be levied on the total contract value of both Supply and E&C orders (excluding taxes, duties and freight) if E&C completion of the package is delayed beyond the contractual completion date or extension thereof. Liquidated Damages will not be withheld from supply payment. LR/ GR/ RR/ eway bill date for indigenous supplies and AWB/ BL date for C&F contracts shall be treated as the date of dispatch for levying LD as per Clause 16. However, for indigenous supply if receipted LR/eway bill date is beyond three months from the date of LR/e-way bill, such excess period shall also be considered for LD purpose. 2. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s)

GST related Corrigendum to GCC Rev 06

Deviation sheet- Cost of Withdrawal	Point no-9 For deviations w.r.t. Payment terms, Liquidated damages, Firm prices and submission of E1/ E2 forms before claiming 10% payment, if a bidder chooses not to give any cost of withdrawl of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawl of deviation shall be taken as NIL.	For deviations w.r.t. Payment terms, Liquidated damages, Firm prices before claiming 10% payment, if a bidder chooses not to give any cost of withdrawal of deviation loading as per Annexure-VIII of GCC, Rev-06 will apply. For any other deviation mentioned in un-priced copy of this format submitted with Part-I bid but not mentioned in priced copy of this format submitted with Priced bid, the cost of withdrawal of deviation shall be taken as NIL.
Annexure-VI		Deleted
Annexure-VIII		Following changes in annexure-8, (remaining portion of annex-8 is same): C) LIQUIDATED DAMAGES If maximum limit asked for is 10% or 5% of Undelivered Portion – 10% value of the total quoted price including GST & freight. If maximum limit asked is less than 10 % of contract value loading shall be to the extent to which not agreed by bidder (at offered value) . ~~E) DEVIATION TO SUBMISSION OF FORM-E1/ E2 BEFORE CLAIMING 10% PAYMENT~~ ~~10% of Ex-Works supply value.~~

New clauses:

a) In case of discrepancy in CGST/SGST/UTGST/IGST rate corresponding to HSN ;code and quotes rates, the evaluation shall be done on quoted price and correct CGST/SGST/UTGST/IGST rate shall be considered for ordering (limited to quoted FOR Site Price)
b) The bidder should have been registered with the appropriate authority under relevant GST laws.
c) The bidder to specify in their offer (part 1 bid) the category of registration under GST i.e. registered dealer and composite dealer
d) No CGST/SGST/UTGST/IGST will be reimbursed to composite dealer. In the event of any GST quoted by composite dealer, the same shall be considered for evaluation purpose. However, the ordering will be done without considering the tax.
e) In the event of any change in the status of vendor from composite to regular dealer after the submission of the bid but before the supply, no reimbursement of CGST/SGST/UTGST/IGST will be made. However, the vendor has to raise the invoice strictly, as per the law, by adjusting their ex-works price.

BANK GUARANTEE FOR PERFORMANCE SECURITY

Bank Guarantee No:

Date:

To

NAME

& ADDRESSES OF THE BENEFICIARY

Dear Sirs,

In consideration of the Bharat Heavy Electricals Limited [1] (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns) incorporated under the Companies Act, 1956 and having its registered office at ________________________ through its Unit at......................(name of the Unit) having awarded to (Name of the Vendor / Contractor / Supplier) having its registered office at_________ [2] hereinafter referred to as the 'Contractor/Supplier', which expression shall unless repugnant to the context or meaning thereof, include its successors and permitted assigns), a contract Ref No.......................dated ....[3] valued at Rs...........[4] (Rupees ----------------------)/FC..................(in words..........) for ....[5] (hereinafter called the 'Contract') and the Contractor having agreed to provide a Contract Performance Guarantee, equivalent to ......% (.... Percent) of the said value of the Contract to the Employer for the faithful performance of the Contract,

we, ..., (hereinafter referred to as the Bank), having registered/Head office at .... and inter alia a branch at .... being the Guarantor under this Guarantee, hereby, irrevocably and unconditionally undertake to forthwith and immediately pay to the Employer a maximum amount Rs ------------------- (Rupees ----------------------) without any demur, immediately on a demand from the Employer, .
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. _______________ ________________________.

We undertake to pay to the Employer any money so demanded notwithstanding any dispute or disputes raised by the Contractor/ Supplier in any suit or proceeding pending before any Court or Tribunal relating thereto 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 thereunder and the contractors/supplier shall have no claim against us for making such payment.

We the ....bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Employer under or by virtue of the said Contract have been fully paid and its claims satisfied or discharged.

We .... BANK further agree with the Employer 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 Contract or to extend time of performance by the said Contractor/Supplier 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 Contractor/Supplier and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor/Supplier or for any forbearance, act or omission on the part of the Employer or any indulgence by the Employer to the said Contractor/Supplier 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 Contractor and notwithstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

This Guarantee shall remain in force upto and including................................. [6] and shall be extended from time to time for such period as may be desired by Employer.
This Guarantee shall not be determined or affected by liquidation or winding up, dissolution or change of constitution or insolvency of the Contractor/Supplier but shall in all respects and for all purposes be binding and operative until payment of all money payable to the Employer in terms thereof.

Unless a demand or claim under this guarantee is made on us in writing on or before the ....[7]we shall be discharged from all liabilities under this guarantee thereafter.

We, ... BANK lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Employer in writing.
Notwithstanding anything to the contrary contained hereinabove:

a) The liability of the Bank under this Guarantee shall not exceed............................ [8]
b) This Guarantee shall be valid up to ....[9]
c) Unless the Bank is served a written claim or demand on or before ____________[10] 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)

Dated..................

Place of Issue..................

[1] *NAME AND ADDRESS OF EMPLOYER I.e Bharat Heavy Electricals Limited*

[2] *NAME AND ADDRESS OF THE VENDOR /CONTRACTOR / SUPPLIER.*

[3] *DETAILS ABOUT THE NOTICE OF AWARD/CONTRACT REFERENCE*

[4] *PROJECT/SUPPLY DETAILS*

[5] *BG AMOUNT IN FIGURES AND WORDS*

[6] *VALIDITY DATE*

[7] *DATE OF EXPIRY OF CLAIM PERIOD*

[8] *BG AMOUNT IN FIGURES AND WORDS.*

[9] *VALIDITY DATE*

[10] *DATE OF EXPIRY OF CLAIM PERIOD*

Note:

1. **Units are advised that expiry of claim period may be kept 2/3 months after validity date.**
2. **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 (BHEL's Consortium Bank). 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). In case, of Foreign Vendors, the BG Format provided to them should clearly specify the same.

   b.4 The BG should clearly specify that the demand or other document can be presented in electronic form.

SPECIFICATION
FOR
BTG EPC CONTRACT

VOLUME II – GENERAL & SCHEDULES

CHAPTER 1

PROJECT SYNOPSIS

1.0 GENERAL BACKGROUND AND SALIENT FEATURES

1.1 Introduction

Tamilnadu Generation and Distribution Corporation owns the proposed green-field 1600 MW (2 units of 800 MW each) Coal Based Thermal Power Station. The Project Site is located in Uppur, Valamavoor and Thiruppalaikudi villages of Thiruvadanai Taluk, Ramanathapuram District.

1.2 Location

The proposed site for main power plant is located at Uppur in Ramnathpuram District of Tamil Nadu.

The nearest Railway station is Thiruppalaikudi Railway Station, 3Kms from site

ECR Connecting Ramanathapuram and Pattukottai is the nearest road access.

The nearest airport is at Madurai at a distance of 140 km.

The nearest port is Tuticorin located at a distance of 130 km.

1.3 Type of Plant

The proposed 2 x 800 MW Super-Critical Power Project consists of coal fired steam generator connected to a reheat type steam turbine generator along with all the required auxiliaries. Circulating cooling water system is envisaged for condenser cooling.

The description and salient technical data of the Steam Generator, Steam Turbine Generator, Auxiliary systems, Electrical, Control & Instrumentation, Civil etc. are explained elsewhere in the specification:

1.4 PROJECT INFORMATION

1.1	Owner	:	Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)	
1.2	Project Title	:	2 x 800 MW Uppur Thermal Power Project	
1.3	Owner's Engineer	:	Desein Private Limited; New Delhi	
1.4	Project Site Location	:	Place	Uppur
			State	Tamil Nadu
			Country	India
1.5	Nearest Railway Station	:	Ramanathapuram at 28 KM away	
1.6	Nearest City	:	Ramanathapuram	
1.7	Nearest Highway	:	ECR Connecting Ramanathapuram and Pattukottai	
1.8	Nearest Airport	:	Domestic air port at Madurai (140 KM)	
1.9	Nearest Sea Port	:	Tuticorin Port (130 KM)	
1.10	Site Elevation	:	+ 4.5 m	
1.11	CLIMATOLOGICAL DATA	:		
i.)	HIGHEST TEMPERATURE RECORDED	:	37.8°C	
ii.)	MINIMUM TEMPERATURE RECORDED	:	22.3°C	
iii.)	DRY BULB TEMPERATURE (DBT) FOR DESIGN PURPOSE	:	30 ± 10°C 50°C (for electrical equipment)	
iv.)	RELATIVE HUMIDITY FOR DESIGN PURPOSE	:	75 ± 15%	
v.)	ANNUAL RAINFALL	:	827 mm (avg.)	
1.12	Source of Water (Distance from site)	:	Sea	
1.13	Primary Fuel & Source	:	Imported Coal (Indonesia and S. Africa)	
1.14	Startup Fuel & Source	:	HFO/ L.D.O. (Domestic)	
1.15	Earthquake Data	:	Zone III as defined in IS: 1893-2002	

1.5 Access to Site

Site is well connected and located along ECR Connecting Ramanathapuram and Pattukottai. Site is well connected by rail also.

1.6 Plant Rating, Capacity, Availability, PLF

Each of the two units shall have a Turbine maximum continuous rating (TMCR) of 800 MW at generator terminals based on the following site conditions.

- Ambient air temperature
- Condenser cooling water inlet temperature of 33°C and 9°C temperature rise across the condenser.
- Generator power factor of 0.85.
- Fuel specification as given elsewhere.
- Design temperature for electrical equipment is 50°C.

The VWO capacity of the steam turbine shall not be less than 105% of TMCR flow at rated parameters. Boiler maximum Continuous Rating (BMCR) will be established to match the steam flow at VWO conditions, but BMCR flow shall not less than 108% of TMCR flow.

The capacity of the unit is selected so as to deliver the rated output even after ageing that will occur between overhauls, as a result of deposition of salts in turbine blades, wear and tear etc.

The plant load factor (PLF) being considered is 85%.

1.7 Power Evacuation

Power will be evacuated from the proposed thermal power station at 765 KV voltage level through 765 KV transmission lines . The power evacuation lines would be double circuit 765 KV lines which will act as Line in & Line out circuit.

1.8 Site Selection

The following factors which influence the project site selection have been found very favourable to establish and operate the project.

a. Availability of fuel.
b. Existing power plant
c. Availability of adequate cooling water.
d. Availability of adequate land for locating the power plant with approach roads.
e. Suitability of land from topographical and geological aspects
f. Proximity of National Highways, Ports & Transport of fuel & heavy equipment.
g. Facility for interconnection with transmission and distribution system for evacuation of power.
h. Environmental aspects.

Total land required for the project is approx. 900 acres which is under the possession of TANGEDCO.

1.9 Fuel

1.9.1 Source of Fuel

Coal shall sourced from Indonesia or any other source Domestic coal requirement for the power plant will be sourced from coal mines in Orissa.

The steam generator shall be designed for the following conditions :

- **Best Coal** – 100% Imported Coal
- **Design Coal** – 70% Imported & 30% Domestic Coal
- **Worst Coal** – 50% Imported & 50% Domestic Coal

The analysis of fuel is given below :

1.9.2 Coal Analysis:

Coal Quality Parameters

SL.NO	DESCRIPTION	DOMESTIC COAL	IMPORTED COAL
1.	HIGHER HEATING VALUE -As Fired basis given Kcal/kg	2800 (GCV as received basis)	6250 (GCV Air dried basis) 5642 (as received basis)
2.	TOTAL MOISTURE %	During rainy season 20% (inherent + surface)	16.5%
3.	HGI* Abrasiveness expected YGP Shale and sand stone content Feed coal size	45 to 55 Average 52 50 to 70 mg/kg 20% max. upto 50 mm.	51

*** for SG design the belnded coal is the weighted average of the parent coal. For mill design HGI 45 shall be considered,**

DOMESTIC COAL

Sr. No.	Particulars	Units	Parameters
A.	**Proximate Analysis**		
1.	Moisture	%	16.00
2.	Volatile Matter	%	19.00
3.	Ash	%	45.00
4.	Fixed carbon	%	20.00
	Total	%	100
B.	**ULTIMATE ANALYSIS, % (As received)**		
1.	Carbon	%	27.70
2.	Hydrogen	%	2.60
3.	Nitrogen	%	0.52
4.	Oxygen	%	7.26
5.	Sulphur	%	0.50
6.	Ash	%	45.00
7.	Moisture	%	16.00

Sr. No.	Particulars	Units	Parameters
8.	Carbonates	%	0.38
9.	Phosphorous	%	0.04
10.	Others	%	-
	Total	%	100.00
C.	**Ash fusion temperature**	deg C	
1.	Initial deformation, IT	deg C	1100
2.	Spherical, ST	deg C	1200
3.	Hemispherical, HT	deg C	1300
4.	Fluid, FT	deg C	-
D.	**Ash Analysis, %**		
1.	Sio2	**%**	59.54
2.	Al 2 O3	**%**	29.00
3.	Fe2O3	**%**	6.42
4.	CaO	**%**	1.50
5.	Na2O	**%**	0.08
6.	K2O	**%**	-
7.	TiO2	**%**	1.60
8.	SO3	**%**	0.25
9.	P2O5	**%**	0.51
10.	MgO	**%**	0.50
11.	Others	**%**	0.60
12.	Total		100.00
E	**Resistivity of fly ash**	Ohm - cm	1.73x 10^12

<u>IMPORTED COAL</u>

Sr. No.	Particulars	Units	Parameters
A.	**Proximate Analysis (As received)**		
1.	Moisture	%	16.50
2.	Volatile Matter	%	36.45
3.	Ash	%	6.62
4.	Fixed carbon	%	40.43
5	Total	%	100.00
B.	**ULTIMATE ANALYSIS, % (As received)**		
1.	Carbon	%	60.12
2.	Hydrogen	%	4.38
3.	Nitrogen	%	1.48
4.	Oxygen	%	10.37
5.	Sulphur	%	0.53
6.	Ash	%	6.62
7.	Moisture	%	16.5
8.	Carbonates	%	-
9.	Phosphorous	%	-
10.	Others	%	-
	Total	%	100.00
C.	**Ash fusion temperature**	deg C	
1.	Initial deformation, IT	deg C	1230
2.	Spherical, ST	deg C	1270

Sr. No.	Particulars	Units	Parameters
3.	Hemispherical, HT	deg C	1320
4.	Fluid, FT	deg C	-
D.	**Ash Analysis, %**		
1.	Sio2	%	36.00
2.	Al 2 O3	%	13.90
3.	Fe2O3	%	14.80
4.	CaO	%	12.70
5.	Na2O	%	0.70
6.	K2O	%	1.70
7.	TiO2	%	0.80
8.	SO3	%	10.60
9.	P2O5	%	0.20
10.	MgO	%	8.60
11.	Others	%	-
12.	Total	%	100.00

The plant should be suitable to accept imported coal sourced from any country. The limiting parameters of imported coal are furnished below :

S. No.	Particulars	Unit	Parameter
1	Total Moisture (ARB)	%	Up to 23 (Max)
2	Ash (ADB)	%	Up to 20 (Max)
3	Gross Calorific Value (ADB)	Kcal / Kg	5800 - 6500
4	Sulphur (ADB)	%	Up to 1 (Max)
5	Fixed Carbon (ADB)	%	30-50
6	Volatile Matter (ADB)	%	25-45
7	HGI		45-60
8	IDT (Under Reducing Atmosphere)	Deg C	1100-1250
9	Size	Mm	< 50

<u>**Note:**</u> ADB stands for “As dried Basis” and ARB for “As Received Basis”

1.9.3 Specification of LDO

Specific gravity @ 15° C	0.8348
Gross calorific value, Kcal/kg	10400
Pour point “°C” max.	12
Flash point “°C” min.	66
Sulphur % “T” max.	0.5
K. Viscosity in Centistokes @ 50° C max.	7.5
Ash by wt. %	0.01
Water & sediment Vol. Max. %	0.25

1.9.4 Specification of HFO

Flash point “°C” min.	66
K. Viscosity in Centistokes @ 50° C max.	370
Ash by wt. %	0.1
Water content by volume % max	1
Sediment by weight % max	0.25
Total Sulphur by weight % max	4.5
Gross calorific value, Kcal/kg	10800

1.9.5 Fuel Linkage

Coal is proposed to be imported from Indonesia or any other country and blended with domestic coa**l.**

1.9.6 Fuel Transportation

The coal shall be received at Tuticorin port and transported by rail from there.

1.10 Source Of Water

1.10.1 Source

The raw water intake shall be from Bay of Bengal.

1.10.2 Chemical analysis of Sea Water:

S.No.	Parameters	Value (ppm)
1.	Total Solids	35,000
2.	Dissolved solids	21,620
3.	Suspended Solids	580
4.	Ignited residue	17,500
5.	Volatiles Solids	4,700
6.	Acid Insolubles	112
7.	Chlorides (as Cl)	20,232
8.	Sulphates (as SO_4)	1,457
9.	Iron (as Fe)	70
10.	Total alkalinity (as $CaCO_3$)	525
11.	Alkalinity due to Normal Carbonates (as $CaCO_3$)	Nil
12.	Alkalinity due to bi-Carbonates (as $CaCO_3$)	525

13.	Total hardness (as $CaCO_3$)	8,155
14.	Permanent hardness (as $CaCO_3$)	6,200
15.	Temporary hardness (as $CaCO_3$)	1,955
16.	Calcium hardness (as $CaCO_3$)	1,255
17.	Magnesium hardness (as $CaCO_3$)	6,900
18.	P_H	8.2

1.10.3 Requirement

The requirement of water for the plant will be for meeting the requirement of make up for the re-circulating cooling water system, dust suppression system in coal handling plants, ash disposal system and the RO/ D.M. water plant which will be supplying the power cycle make up requirements, etc. In addition the water requirements will be for drinking and service purposes. Water requirement is estimated as approx. 18000 m^3/hr.

1.11 Source of Equipment

The proposed plant will be supplied, erected and commissioned on EPC basis with BTG & BOP as separate packages..

1.12 Power Evacuation Plan

Power will be evacuated from the proposed thermal power station at 765 KV voltage level and fed to Tamil Nadu Transmission Corporation Limited (TANTRANSCO). The Karaikudi substation is about 40 KM north west of the plant.

1.13 Average Yearly Generation

The average yearly generation is calculated considering the following.

- The expected plant load factor is 85 %. With this PLF the average yearly generation will be around <u>11914 Million units</u>.

1.14 INFORMATION FOR ENVIRONMENTAL APPRAISAL

1.0 GENERAL INFORMATION ABOUT THE PROJECT

1.1	Name / Title of the Project	:	2 x 800 MW Supercritical Coal Based Uppur Thermal Power Project
1.2	Name of Owner	:	Tamilnadu Generation and Distribution Corporation (TANGEDCO)

1.3	Location of the Project	:	Uppur, Valamavoor and Thiruppalaikudi Villages, Ramanathapuram District, Tamil Nadu
1.4	Capacity of the project under consideration	:	2x 800MW
1.4.1	Govt. land / Private land / others	:	Land being acquiured
1.45.2	Topographical feature, demographic profile & physiography	:	Refer Volume VI
1.5.3	Nature of soil	:	Clayey soil
1.5.4	Distance from the nearest town / city / major human settlements	:	Madural – 140 KM
1.5.5	Population to be displaced	:	Nil
1.5.6	Distance from water source	:	Approx. 1 km
1.5.7	Area of forest land, if involved	:	Nil
1.5.8	Distance of forest from the site	:	N.A
1.6	Is this an extension? If so indicate capacity of existing plant	:	No
1.7	What is the ultimate capacity envisaged	:	2 x 800 MW
2.0	**GENERAL ENVIRONMENTAL INFORMATION**		
2.1	Area of the land proposed to be acquired	:	Refer Plot Plan Land already acquired
	i. Area required for plant	:	900 Acres
	ii. Ash disposal	:	100 % dry fly ash disposal and 100% wet bottom ash disposal is envisaged to existing ash pond.

	iii. Plant facilities	:	The area is adequate for locating all the required systems for 2x800 MW.
2.2	Area proposed to be built-up or developed	:	Power station will be built-up in the proposed site as indicated in the plot plan.
2.3	Specify site characteristics River basin/ estuarine / coastal / others	:	Site is adjacent to Bay of Bengal
2.4	Is the site situated in the forest area? Give following details	:	No
2.4.1	Area	:	N.A
2.4.2	Type of forests	:	N.A
2.5	Is site situated near to the forests? Give the distance from the site.	:	N.A.
2.6	Give a description of the flora within 25 km of your plant site under the following heads	:	Refer details in the specification elsewhere.
	a. Crops	:	
	b. Forest	:	
	c. Grass land	:	
	d. Endangered species	:	
	e. Others (Specify)	:	
2.6.2	Give details of the following features, if they exist, within a radius of 25 km of the proposed site?	:	
	i. Fisheries	:	
	ii. Sanctuary / natural park biosphere reserve	:	
	iii. Lakes / ponds / reservoir	:	
	iv. Stream / river	:	
	v. Estuary / sea	:	Bay of Bengal is 1 km from site
	vi. Hills / mountains	:	
	vii. Historic / cultural / tourist / archaeological scenic	:	

	sites / defence installations		
2.7	Human settlement	:	
2.7.1	Total number of persons proposed to be employed	:	
	i. During construction	:	2500
	ii. During operation	:	1200(0.75person/MW) TANGEDCO direct employees

बी एच ई एल
BHEL
Maharatna Company

GUIDELINES FOR
REVERSE AUCTION-2016

enabling

Execution, Consolidation, Simplification (ECS)

(AA:SSP:RA:03)

Issued on 26.09.2016
(Applicable for all NITs issued on or after 26.11.2016)

Sourcing Strategy & Policy
Corporate Operations Management
BHEL, New Delhi

1.0 Scope

This document describes the guidelines to be followed by each Unit/ Division/ Region for conducting reverse auction for procurement of material/ services/ works. These guidelines will be applicable for all purchases/ contracts to be awarded under Purchase/ Works policy and the Reverse Auction shall follow the philosophy of English Reverse (No ties). Based on these guidelines, Units/ Divisions/ Regions (hereinafter referred as 'units') may issue their own Departmental Procedures without changing the intent and spirit of the guidelines contained in this document. These guidelines will supersede earlier guidelines issued vide AA:MM:RA:02 dtd. 30.09.2013 amdt 01 dtd 22.11.2013.

English Reverse (No ties) is a type of auction where the starting price and bid decrement are announced before start of online reverse auction. The interested bidders can thereupon start bidding in an iterative process wherein the lowest bidder at any given moment can be displaced by an even lower bid of a competing bidder, within a given time frame. The bidding is with reference to the current lowest bid in the reverse auction. All bidders will see the current lowest quoted price and their rank. The term 'No ties' is used since more than one bidder cannot give an identical price, at a given instant, during the reverse auction. In other words, there shall never be a tie in the bids.

2.0 Intent of Reverse Auction (RA)

To derive maximum benefit in cost savings through competitive bidding.

3.0 Terms to be declared in NIT

Wherever it is felt that procurement may be done through Reverse Auction, the bids shall be invited in two parts/ three parts or single part bid (Price Bid) where Techno-Commercial MoU already exists. Wherever, the evaluation is done for individual line item, separate envelope sealed price bid for each line item shall be taken.

Decision to go for RA would be taken after evaluation of techno-commercial bids. The NIT would contain following **clause**:

"*BHEL reserves the right to go for Reverse Auction (RA) (Guidelines as available on www.bhel.com) instead of opening the sealed envelope price bid, submitted by the bidder. This will be decided after techno-commercial evaluation. Bidders to give their acceptance with the offer for participation in RA. Non-acceptance to participate in RA may result in non-consideration of their bids, in case BHEL decides to go for RA.*

Those bidders who have given their acceptance to participate in Reverse Auction will have to necessarily submit 'Process compliance form' (to the designated service provider) as well as 'Online sealed bid' in the Reverse Auction. Non-submission of 'Process compliance form' or 'Online sealed bid' by the agreed bidder(s) will be considered as tampering of the *tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).*

The bidders have to necessarily submit online sealed bid less than or equal to their envelope sealed price bid already submitted to BHEL along with the offer. ***The envelope sealed price bid of successful L1 bidder in RA, if conducted, shall also be opened after RA and the order will be placed on lower of the two bids (RA closing price & envelope sealed price) thus obtained. The bidder having submitted this offer specifically agrees to this condition and undertakes to execute the contract on thus awarded rates.***

If it is found that L1 bidder has quoted higher in online sealed bid in comparison to envelope sealed bid for any item(s), the bidder will be issued a warning letter to this effect. However, if the same bidder again defaults on this count in any subsequent tender in the unit, it will be considered as fraud and will invite action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).”

As a reminder to the bidders, system will flash following message (in RED Color) during the course of ‘online sealed bid’:

“Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL”

4.0 Aspects to be considered for RA

RA may be considered where there are at least four techno-commercially qualified bidders. Following aspects may be considered by the competent authority (empowered to approve the ordering) to arrive at the decision to go for RA or otherwise:

a) RA acceptance by number of techno-commercially qualified bidders vis-à-vis total techno-commercially qualified bidders.

b) Price volatility of the item(s) under consideration.

c) Past purchase experience of similar item(s).

d) Tender Value of the item(s) under procurement.

e) Any other aspect which may be specific to tender.

Note: Decision to go for RA or not will be on case to case basis with recorded reasons.

5.0 Constitution of RA Committee

In case, decision to go for RA is taken by BHEL, Purchase/ Tender committee, if already in place, may also act as RA committee. If required, the Product Manager/ MM Head/ Department Head, shall constitute RA committee (in consultation with respective Head of departments) consisting of representatives (rank as per DOP of tender/ negotiation committee) from departments of Engineering/ Indenter/ User, Purchase and Finance. Purchase representative will be the convener. This committee will work for a specific tender. In case RA committee has not been constituted, the functions of RA committee will be performed by MM and Indenter and vetted by Finance.

6.0 Business rules for RA

Business rules (annexure-I) and other annexures II to VII are attached. MM shall prepare and fill in the required details in the annexures at appropriate places like:

- Enquiry/ Request For Quotation (RFQ) number
- Name and Addresses of the bidders
- Items description, quantities/ weight, specification
- Date and time of opening and closing of RA
- Extension conditions
- Loading Criteria/ Formulae
- Foreign Exchange (FE) rates for evaluation
- Taxes & Duties
- Freight & Insurance
- Bidders' training, if required, etc.

The calculation sheet e.g. excel sheet (which will help to arrive at 'Total Cost to BHEL') which is communicated to respective bidders of RA, will be prepared by MM and vetted by Finance. This calculation sheet will be finalized based on the evaluation criteria specified in the NIT.

MM shall issue a mandate (annexure-II) to the service provider covering business rules etc. and inform about event, calculation sheet etc. to all techno-commercially accepted bidders who have agreed to participate in Reverse Auction.

7.0 Role of Service Provider

- Acknowledge the receipt of mandate from BHEL.
- Contact the bidders, provide business rules and train them, as required.
- Get the process compliance form (annexure-III) signed by all the participating bidders before RA event.
- Conduct the event as per the contract and business rules.
- Submit the login reports, results, history sheet and authorized final bid from the bidders.
- To obtain price breakup including that of line items (wherever required) from successful bidder and submit the same to BHEL.

8.0 Receipt of Techno-Commercial Bids & Evaluation

Suppliers are required to submit their best price bid in a separate sealed cover along with techno-commercial bid. After evaluation of Techno-Commercial Bids:

a) In case BHEL decides not to conduct RA, the envelope sealed price bids of all techno-commercially qualified bidders, along with price impact, if any, should be opened and processed as per extant Purchase/ Works Policy.

b) In case BHEL decides to conduct RA, business rules of RA will be sent to service provider.

9.0 Role of RA committee

- Committee to check that all the bidders (who have agreed to participate in RA) have submitted their online sealed bid. If any bidder does not submit online sealed bid, then the same shall be recorded specifically for further course of action as per extant Guidelines for suspension of Business dealings (as available on www.bhel.com).
- To decide and record the “Start Price” as well as “Bid Decrement” in line with RA guidelines.
- To observe the RA process and declare the RA as successful or failed.

10.0 Start price for RA shall be lower of:

a) Lowest online sealed bid and

b) Estimate

Note: Wherever more than one lowest online sealed bids are identical and lower than the estimate, RA committee shall declare the start price, by reducing the lowest online sealed bid by maximum of one decrement.

11.0 Witnessing Auction

Access to witness the RA shall be available to the concerned officials of BHEL (Indenter/ Finance Officials/ Purchase Officials), nominated by Head MM/ Purchase/ Contracts.

12.0 Reverse Auction Process

12.1 Reverse auction process is deemed to have been started upon receipt of ‘Online Sealed Bids’ from the bidders within the prescribed time frame as per Business Rules. After receipt of ‘online sealed bids’, start price & bid decrement will be decided by BHEL RA Committee and the same shall be communicated to the service provider, to start the bidding process. Only those bidders who have submitted the 'online sealed bid' within the scheduled time shall be eligible to participate further in RA process. However, the H1 bidder (whose quote is highest in online sealed bid) will not be allowed to participate in further RA process provided minimum three bidders are left after removal of H1 bidder.

In case of tie for H1 bid (identical online sealed bids), 15 minutes additional time shall be provided and all the participating bidders shall be informed by mail/ message on bidding screen to enable bidders submit revised online sealed bids so as to break the tie.

12.2 If the lowest online sealed bid is the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system. System shall have the provision to indicate this bid as current L1 for further bidding.

If the start price is lower than the lowest online sealed bid (in line with clause 10.0), on acceptance of such start price by any bidder this bid would be indicated as current L1 for further bidding.

In case of no further bidding, RA will deemed to have been successful with current L1 bidder.

All bidders who had given online sealed bid will see their rank and L1 price and their ranking L1, L2 etc. would be based on their last quoted price irrespective of quote received in RA or online sealed bid.

13.0 Failure of RA

RA shall be treated as failed in the following scenarios:

a) In cases where the start price is (a) estimate or (b) one decrement (maximum) lower than the lowest of the online sealed bids and no bidder accepts the start price.

b) In cases where the number of online sealed bids are less than four before removal of highest bidder.

c) In cases of tie among H1 bidders, even after extension of submission of online sealed bids once by 15 minutes.

Wherever, the evaluation is done for individual line items, RA shall be treated as failed only for those line item(s) for which any of the above a), b) or c) satisfies.

14.0 Treatment of RA failed scenarios:

In cases of failure of RA, sealed envelope price bids (of item(s) for which RA has failed) of all the techno-commercially qualified bidders shall be opened and the tender shall be processed accordingly. However, the envelope sealed bid(s) of techno-commercially acceptable bidder(s) who had agreed to participate in the RA and had failed to submit the online sealed bid shall not be opened.

15.0 Processing of case after RA

15.1 After declaring L1 upon completion of RA, the envelope sealed price bid of L1 bidder shall also be opened for placement of order on lower of the two bids (RA closing price & envelope sealed price) and file is to be processed as per extant Purchase/ Works policy provisions. Action as per NIT terms is to be taken if online sealed bid is higher than the envelope sealed bid.

15.2 Relative position of bidders (for usage in cases of predefined splitting the quantities) shall also include bidders who have given 'online sealed bids' but have not given further bids in auction. In case of splitting requirement, H1 bidder may also be considered for counter offer if the pre-stated (NIT) numbers of suppliers do not accept the counter offer. However, principle of splitting to N-1 bidder shall be maintained in line with extant Purchase Policy/ Work Policy.

15.3 In case H1 bidder happen to be MSE and was removed from further bidding but is within L1 + 15% band, then this bid shall also be considered and to be processed in line with 'Public Procurement Policy for Micro & Small Enterprises (MSEs) order, 2012'.

15.4 For providing preference to Domestically manufactured Electronic Products, in accordance with Department of Electronics and Information Technology (DeitY) Gazette Notification No. 33(3)/2013-IPHW dated 23.12.2013 and its related notifications issued from time to time, H1 bidder removed from further bidding may be considered for counter offer to meet domestic bidder requirement for the item(s) under procurement.

16.0 Payment to the Service Provider

Payment shall be made as per the agreed terms of the Framework Agreement with the service provider based on the mandate issued and service provider's invoice certified by the respective MM.

If the RA event is conducted as per the mandate given by BHEL and agreed procedure, payment shall be made to the service provider irrespective of the auction outcome.

17.0 Processing of cases where RA is not done

In case BHEL decides not to go for Reverse Auction for the tender enquiry, the Price bids and price impacts, if any, already submitted and available with BHEL shall be opened as per BHEL's standard practice.

18.0 Others

18.1 If RA is being conducted for multiple line items and L1 is to be decided for individual items, number of items in single screen be restricted to 10 (ten) to avoid scrolling by the bidders.

18.2 In case of enquiry through e-Procurement, the sealed electronic price bid (e-bid) is to be treated as sealed envelope price bid.

18.3 BHEL will inform bidders the details of service provider who will provide business rules, all necessary training and assistance before commencement of online bidding on internet.

18.4 Bidders are advised to read the 'Business Rules' indicating details of RA event carefully, provided by the Service provider, before reverse auction event.

Note: Model annexures and format for warning letter (annexure-II to VII) are enclosed. However, to suit specific requirement of the Units changes in the annexures may be done with the approval of respective MM Head of Unit. Such changes shall specifically be communicated to the service provider before the RA event.

Annexure – I

Business Rules for Reverse Auction

This has reference to tender no **{tender number….date…}**. BHEL shall finalise the Rates for the supply of {item name} through Reverse Auction mode. BHEL has made arrangement with M/s. {Service provider}, who shall be BHEL's authorized service provider for the same. Bidders should go through the instructions given below and submit acceptance of the same.

The technical & commercial terms are as per (a) BHEL Tender Enq. No. {…} dated {...}, (b) Bidders' technical & commercial bid (in case of two part bid) and (c) subsequent correspondences between BHEL and the bidders, if any.

1. **Procedure of Reverse Auctioning**
   - i. **Online Sealed Bid:** This duration of online sealed bid will be {…} minutes. All bidders to submit their online sealed bids during this period.
   - ii. **Online Reverse Auction:** The 'opening price' i.e. start price for RA and 'bid decrement' will be decided by BHEL.
   - iii. If BHEL decides the lowest online sealed bid as the starting price, then the lowest bidder in online sealed bid shall be shown as current L1 automatically by the system and no acceptance of that price is required. System shall have the provision to indicate this bid as current L1.
   - iv. Bidders by offering a minimum bid decrement or the multiples thereof can displace a standing lowest bid and become "L1" and this continues as an iterative process.
   - v. After the completion of the online reverse auction, the Closing Price (CP) shall be available for further processing.

2. **Schedule for Reverse Auction:** The Reverse Auction is tentatively scheduled on {date}: and the duration of online sealed bid will be {…} minutes. All bidders to submit their online sealed bids during this period.

   - **Online Sealed Bid:-**
     - *{Start Time:*
     - *Close Time: }*
   - **Online Reverse Auction:-**
     - *{Start Time:*
     - *Close Time:}*

3. **Auction extension time:** If a bidder places a bid in the last {…} minutes of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another {…} minutes, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. Please note that the auto-extension will take place only if a bid comes in those last {…} minutes and if that bid gets accepted as the lowest bid. If the bid does not get accepted as the lowest bid, the auto-extension will not take place even if that bid might have come in the last {…} minutes. In case, there is no bid in the last {…} minutes of closing of Reverse Auction, the auction shall get closed automatically without any extension. However, bidders are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.

   The above process will continue till completion of Reverse Auction.

   Complaints/ Grievances, if any, regarding denial of service or any related issue should be given in writing thru e-mail/ fax to M/s. {Service provider} with a copy to BHEL within 15 minutes prior to initial closing time of Online Reverse Auction.

4. **Bid price:** The Bidder has to quote the {……………………} Price inclusive of Packing & Forwarding charges, all the routine & type tests as per tender scope, ED + cess, CST against C-form, Freight (bidder to provide original Freight paid receipt), insurance charges, etc. including loading (if indicated by BHEL due to deviations in technical/ commercial terms) for the Items specified. Details are as shown in Excel Sheet for calculation of total cost to BHEL (To be specified by Unit as per NIT conditions).

5. **Bidding currency and unit of measurement:** Bidding will be conducted in *Indian Rupees per Unit* of the material as per the specifications {...}

   In case of foreign currency bids, exchange rate (TT selling rate of State Bank of India) as on scheduled date of tender opening (Part-I bid) shall be considered for conversion in Indian Rupees. If the relevant day happens to be a Bank holiday, then the forex rate as on the previous bank (SBI) working day shall be taken.

6. **Validity of bids:** Price shall be valid for {… *days*} from the date of reverse auction. These shall not be subjected to any change whatsoever.

7. **Lowest bid of a bidder:** In case the bidder submits more than one bid, the lowest bid at the end of Online Reverse Auction will be considered as the bidder's final offer to execute the work.

8. Bidders shall be assigned a **Unique User Name** & **Password** by M/s. *{Service provider}*. Bidders are advised to change the Password and edit the information in the Registration

Page after the receipt of initial Password from M/s. *{Service provider}* to ensure confidentiality. All bids made from the Login ID given to the bidders will be deemed to have been made by the bidders/ bidders' company.

9. **Post auction procedure:** BHEL will proceed with the Lowest Bid in the Reverse Auction for further processing.

10. Any commercial/ technical loading shall be intimated to bidders prior to RA. The excel sheet provided in this regard shall cover all these aspects. Commercial/ technical loading if any, shall be added by the respective bidder in its price during online sealed bid & Online Reverse Auction. Modalities of loading & de-loading shall be separately intimated to the bidders. The responsibility for correctness of total cost to BHEL shall lie with the bidders.

11. Computerized reverse auction shall be conducted by BHEL (through M/s. *{Service Provider}*), on pre-specified date, while the bidders shall be quoting from their own offices/ place of their choice. Internet connectivity shall have to be ensured by bidders themselves.

During the RA process if a bidder is not able to bid and requests for extension of time by FAX/ email/ phone then time extension of additional 15 minutes will be given by the service provider provided such requests come before 5 minutes of auction closing time. However, only one such request per bidder can be entertained.

Despite this extension if bidder fails to upload his prices due to extreme case of failure of Internet connectivity, (due to any reason whatsoever may be) it is the bidders' responsibility/ decision to send fax communication immediately to M/s. *{Service provider}*, furnishing the price the bidder wants to bid online with a request to the service provider to upload the faxed price online so that the service provider will up load that price online on behalf of the Bidder. It shall be noted clearly that the concerned bidder communicating this price to service provider has to solely ensure that the fax message is received by the service provider in a readable/ legible form and also the Bidder should simultaneously check up with service provider about the clear receipt of the price faxed. It shall also be clearly understood that the bidder shall be at liberty to send such fax communications of prices to be uploaded by the service provider only within the closure of Bid time and under no circumstance it shall be allowed beyond the closure of Bid time /reverse auction. It shall also be noted that the service provider should be given a reasonable required time by the bidders, to upload such prices online and if such required time is not available at the disposal of the Service provider at the time of receipt of the fax message from the bidders, the service provider will not be uploading the prices and either BHEL or the service provider are not responsible for this unforeseen circumstances. <u>In order to ward-off such contingent situation bidders are requested to make all the necessary arrangements/ alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. Failure of power or loss of connectivity at the premises of bidders during the Reverse auction cannot be the cause for not participating in</u>

the reverse auction. On account of this, the time for the auction cannot be extended and neither BHEL nor M/s. *{Service provider}* is responsible for such eventualities.

12. Proxy bids: Proxy bidding feature is a pro-bidder feature to safeguard the bidder's interest of any internet failure or to avoid last minute rush. The proxy feature allows bidders to place an automated bid in the system directly in an auction and bid without having to enter a new amount each time a competing bidder submits a new offer. The bid amount that a bidder enters is the minimum that the bidder is willing to offer. Here the software bids on behalf of the bidder. This obviates the need for the bidder participating in the bidding process until the proxy bid amount is decrementally reached by other bidders. When proxy bid amount is reached, the bidder (who has submitted the proxy bid) has an option to start participating in the bidding process.

The proxy amount is the minimum amount that the bidder is willing to offer. During the course of bidding, the bidder cannot delete or change the amount of a proxy bid.

Bids are submitted in decrements (decreasing bid amounts). The application automates proxy bidding by processing proxy bids automatically, according to the decrement that the auction originator originally established when creating the auction, submitting offers to the next bid decrement each time a competing bidder bids, regardless of the fact whether the competing bids are submitted as proxy or standard bids. However, it may please be noted that if a manual bid and proxy bid are submitted at the same instant manual bid will be recognized as the L1 at that instant.

In case of more than one proxy bid, the system shall bid till it crosses the threshold value of 'each lowest proxy bid' and thereafter allow the competition to decide the final L1 price.

Proxy bids are fed into the system directly by the respective bidders. As such this information is privy only to the respective bidder(s).

13. Bidders are advised to get fully trained and clear all their doubts such as refreshing of screen, quantity being auctioned, tender value being auctioned etc from M/s. *{Service provider}*.

14. M/s. *{Service provider}*, shall arrange to demonstrate/ train the bidder or bidder's nominated person(s), without any cost to bidders. M/s. *{Service provider}*, shall also explain the bidders, all the business rules related to the Reverse Auction. Bidders are required to submit their acceptance to the terms/ conditions/ modalities before participating in the Reverse Auction in the process compliance form as enclosed. Without this, the bidder will not be eligible to participate in the event.

15. Successful bidder shall be required to submit the final prices (L1) in prescribed format (Annexure-VI) for price breakup including that of line items, if required, quoted during the Online Reverse Auction, duly signed and stamped as token of acceptance without any new condition (other than those already agreed to before start of auction), after the completion of auction to M/s. *{Service provider}* besides BHEL within two working days of Auction without fail.

16. Any variation between the final bid value and that in the confirmatory signed price breakup document will be considered as tampering the tender process and will invite action by BHEL as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

17. Bidders' bid will be taken as an offer to execute the work/ supplies of the item as per enquiry no. {…} dt. {…}. Bids once made by the bidder, cannot be cancelled/ withdrawn and bidder shall be bound to execute the work as mentioned above at bidder's final bid price. Should bidder back out and not execute the contract as per the rates quoted, BHEL shall take action as per extant guidelines for suspension of business dealings (as available on www.bhel.com).

18. Bidders shall be able to view the following on their screen along with the necessary fields during Online Reverse Auction:

a. Leading (Running Lowest) Bid in the Auction (only total price of package).

b. Bid Placed by the bidder.

c. Start Price.

d. Decrement value.

e. Rank of their own bid during bidding as well as at the close of auction.

19. BHEL's decision on award of contract shall be final and binding on all the Bidders.

20. BHEL reserves the right to extend, reschedule or cancel the Reverse Auction process at any time, before ordering, without assigning any reason, with intimation to bidders.

21. BHEL shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. In such cases, the decision of BHEL shall be binding on the bidders.

22. Other terms and conditions shall be as per bidder's techno-commercial offers and other correspondences, if any, till date.

23. If there is any clash between this business document and the FAQ available, if any, in the website of M/s. *{Service provider}*, the terms & conditions given in this business document will supercede the information contained in the FAQs. Any changes made by BHEL/ service provider (due to unforeseen contingencies) after the first posting shall be deemed to have been accepted if the bidder continues to access the portal after that time.

24. Bidder shall not divulge either his Bids or any other exclusive details of BHEL to any other party. If the Bidder or any of his representatives are found to be involved in Price manipulation/ cartel formation of any kind, directly or indirectly by communicating with other bidders, action as per extant BHEL guidelines for suspension of business dealings (as available on www.bhel.com), shall be initiated by BHEL.

Annexure – II

Mandate to Service Provider

Ref :

Date :

To,

M/s. *{Service provider}*

Sub: Providing of Services for Reverse Auction.

Ref: No {…} date {…}

Dear Sirs,

Please conduct Reverse Auction as per the following details:

- **Scope:** Auction event management with training of BHEL and its bidders.
- Ensure process compliance form from all the bidders before start of RA event. In case of postponement of event to some other date, ensure acknowledgement from each bidder.
- Price: Rs. {……}/- . No other duties, Taxes, levies etc. except service tax @ {……}% shall be payable for conducting reverse auction. This price is firm.
- Payment Terms: 100% payment after successful completion of Auction.
- Completion of Auction: The auction shall be deemed to have been successfully completed on receipt and acceptance of final report including hard copy of the final bid with price break up including that of line items, if any, duly signed by the successful bidder who has participated in the reverse auction. The bill shall be submitted along with the completion report to the undersigned.
- Business Rules of the Reverse Auction are as per *Annexure-I*
- The list of bidders with their contact details is given in *Annexure-IV*. and the details of the item (s) to be Reverse Auctioned are as per *Annexure-V*.
- Please acknowledge receipt of this letter order and also confirm that final report (duly signed and stamped by M/s. *{Service provider}*) including hard copy of the final bid with breakup of prices including that of line items duly signed by the successful bidder (duly endorsed by M/s. *{Service provider}*) shall be submitted within **four** working days of conclusion of auction.

Yours sincerely,

(for and on behalf of BHEL)

Note:

i) The case of rescheduled auction event will be considered separate event for the purpose of payment.

ii) If the event has been conducted as per mandate, you shall be paid irrespective of RA outcome.

Buyer Name	-	*Name of BHEL Unit*
	-	*Full postal address*
	-	*Fax:*
	-	*Phone:*
	-	*Email:*
	-	*Contact person name:*
	-	*Phone:*
	-	
Auction to be conducted by	-	*Name of Service provider*
	-	*Full postal address*
	-	*Fax:*
	-	*Phone:*
	-	*Email:*
	-	*Contact person name:*
	-	*Phone:*
	-	
Date of Auction	-	*Date of Auction*
	-	*Online sealed bid auction time:*
	-	*Online reverse auction time:*
	-	*Online auction website:*
	-	
Documents Attached:	1)	Business rules for Reverse Auction (Annexure-I)
(To be sent to the bidders)	2)	Process Compliance Form (Annexure-III)
	3)	Details of item (s) to be Reverse Auctioned (Annexure-V)
	4)	Post RA Price confirmation by bidder (Annexure-VI)

Annexure – III

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 (including that of line items) as per Annexure-VI 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}*.

5) We also confirm that in case we become L1 bidder, the envelope sealed price bid submitted by us shall be opened by BHEL and we agree to accept the lower of the two bids (RA closing price & envelope sealed price) for placement of order and we have understood that in case online sealed bid placed by us is found higher than envelope sealed price bid submitted by us, then BHEL may take action as stipulated in NIT.

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 – IV

List of bidders and their address/ contact person details

Sl. No.	Address	Contact Person
1	- *Name of bidder* - *Full postal address* - *Fax:* - *Phone:* - *Email:* -	- *Contact person name:* - *Phone:* - *Email:* -
2		
3		
..		
..		

Annexure – V

Details of item (s) for Reverse Auction

1. ***{Details of items including quantity, specification, Enquiry no. & date***

    1.

    2.

    ..

    ..

    ..

    }

The offers of all the bidders are technically & commercially frozen as submitted by the bidders and clarified in subsequent correspondence, if any, with the bidders.

Annexure – VI

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, E.D., C.S.T., freight and insurance charges up to {…………………………} District,{…………………..} State and Type Test Charges etc., (exclusive of service tax), other as per NIT}*

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

The price break-up including that of line items is as given below.

========

Total - Rs. in value & in words

========

Thanking you and looking forward to the valuable order from BHEL.

Yours sincerely,

For _________________

Name:

Company:

Date:

Seal:

Annexure – VII

{Unit/Region}
Bharat Heavy Electricals Limited
{Address}:

Ref:

Date:

To,

M/s. *{Name and Address of the Bidder}*

Kind Attention *{Name of the contact person}*

Dear Sir,

Subject: Warning Letter

This is with reference to our tender enquiry no. {…} dated {…}, your offer no. {…} dated {…}, your acceptance dated {…} to participate in reverse auction process and process compliance form dated {…}.

The reverse auction for procurement against subject tender enquiry was conducted on dated {…}.

You had accepted the NIT terms and clause no. {…} of the said NIT states that *Bidders to submit online sealed bid less than or equal to their envelope sealed bid already submitted to BHEL* and a message to this effect was also flashed on the screen at the time of submitting online sealed bid. However, ignoring these you chose to bid higher in online sealed bid in comparison to envelope sealed price bid submitted by you with offer documents and which was opened on dated {…}

in your presence

OR

and you chose not be present during envelope sealed price bid opening.

This act of yours is in violation of NIT terms accepted by you in your offer documents and hence in line with NIT terms you are hereby warned not to repeat such act in future. Further, if you again default on this count in any subsequent tender, it will be considered as fraud and will invite banning action by BHEL as per extant guidelines for suspension of business dealings with suppliers/ contractors (as available on www.bhel.com).

Yours sincerely,

{Name}

{Designation}

On behalf of BHEL

CC: HEAD/ SDC, for keeping records.

NOTES

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NOTES

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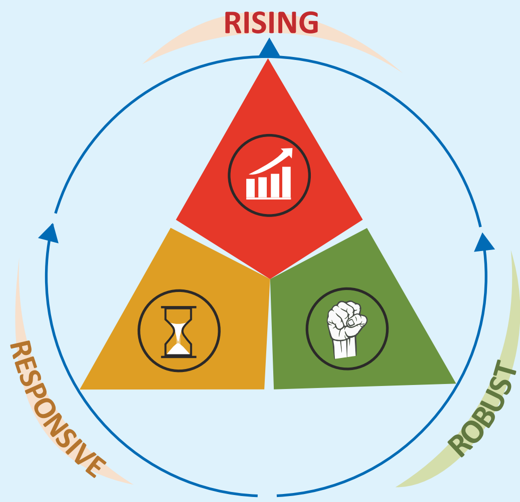
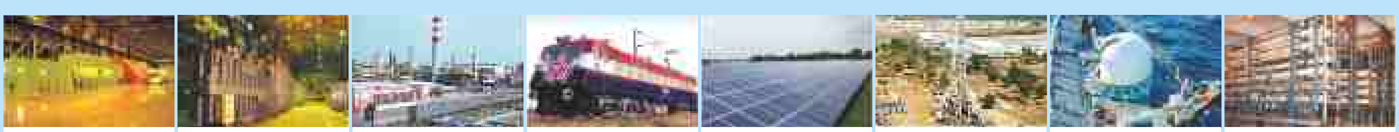


Creating BHEL of tomorrow

बी एच ई एल
BHEL
Maharatna Company

BHARAT HEAVY ELECTRICALS LIMITED

Regd. Office: BHEL House, Siri fort, New Delhi – 110049, India
Website: **www.bhel.com**



POWER | TRANSMISSION | INDUSTRY | TRANSPORTATION | RENEWABLES | OIL & GAS | DEFENCE | WATER

General Points of PQR

1. Offers of the JV companies/ Joint Bidders/ bidders having collaboration/ licensing agreement/ MOU/ Indian subsidiaries shall be evaluated as follows:

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

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

2. Bidder to note that the arrangement of bidding (joint bid partners/ collaborator/ MOU partner/ licensing company etc.) once offered to BHEL as a part of bidding documents cannot be changed till the execution of the project.

3. Consideration of offer shall be subject to customer's approval of bidders, if applicable.

4. Bidder to submit all supporting documents in English. If documents submitted by bidder are in language other than English, a self-attested English translated document should also be submitted.

5. Any other project specific requirement shall be as per Annexure-I and bidder shall submit relevant supporting documents.

6. Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder/collaborators to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.

7. After satisfactory fulfillment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.