



**PRE-QUALIFICATION REQUIREMENTS FOR
CABLE TRAYS & ACCESSORIES**

PE-PQ-999-507-E001

REVISION NO. 02 DATE 29/04/2016

SHEET NO. 1 OF 1

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

1	Vendor should have in-house fabrication & manufacturing facility.
2	Capability of manufacturing cable trays & accessories for 40km per month.
3	Vendor has his own galvanization plant. OR Vendor should get galvanization of cable trays & accessories to be done from any of the BHEL-PEM approved galvanizers.
4	Manufactured & supplied at least 100 km of cable trays & accessories in one or more orders and at least 30 km in a single order.
5	Minimum two (2) nos. purchase orders for cable trays & accessories shall be submitted which should not be more than five (5) years old from the date of application for registration or date of techno-commercial bid opening (as applicable) for establishing continuity in business.

NOTE:

Supplier to comply to "general points of PQR" available at <http://bhelpem.com/vensection/PMD/PMD.aspx>
In case supplier is not OEM, the offer shall be evaluated as per point no 1 of "general points of PQR".

PREPARED BY

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29/04/16

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REVIEWED BY

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ANNEXURE-II: DEVIATION SHEET (COST OF WITHDRAWAL)**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 WITHDRAWAL OF DEVIATION	REFERENCE OF PRICE SCHEDULE ON WHICH COST OF WITHDRAWAL OF DEVIATION IS APPLICABLE	NATURE OF COST OF WITHDRAWAL OF DEVIATION (POSITIVE/ NEGATIVE)	REASON FOR QUOTING DEVIATION
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TECHNICAL DEVIATIONS

COMMERCIAL DEVIATIONS

PARTICULARS OF BIDDERS/ AUTHORISED REPRESENTATIVE

NAME	DESIGNATIONS	SIGN & DATE	
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NOTES:

- For self manufactured items of bidder, cost of withdrawal of deviation will be applicable on the basic price (i.e. excluding taxes, duties & freight) only.
- For directly dispatchable items, cost of withdrawal of deviation will be applicable on the basic price including taxes, duties & freight.
- All the bidders have to list out all their Technical & Commercial Deviations (if any) in detail in the above format.
- Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
- Bidder shall submit duly filled unpriced copy of above format indicating "quoted" in "cost of withdrawal of deviation" column of the schedule above along with their Techno-commercial offer, wherever applicable.
- Bidder shall furnish price copy of above format along with price bid.
- The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at discretion of the Purchaser.
- Bidders to note that any deviation (technical/commercial) not listed in above and asked after Part-I opening shall not be considered.
- 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 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.
- Any deviation mentioned in priced copy of this format, but not mentioned in the un-priced copy, shall not be accepted.
- 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.
- Cost of withdrawal is to be given separately for each deviation. In no event bidder should club cost of withdrawal of more than one deviation else cost of withdrawal of such deviations which have been clubbed together shall be considered as NIL.
- In case nature of cost of withdrawal (positive/negative) is not specified it shall be assumed as positive.
- In case of discrepancy in the nature of impact (positive/ negative), positive will be considered for evaluation and negative for ordering.

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ANNEXURE– IX

INTEGRITY PACT

Between

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

and

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

Preamble

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

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

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

Section 1 – Commitments of the Principal

1.1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

1.1.1 No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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1.1.2 The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

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

1.2 If the Principal obtains information on the conduct of any of its employees which is a penal offence under the Indian Penal Code 1860 and Prevention of Corruption Act 1988 or any other statutory penal enactment, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

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

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

2.1.1 The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to the Principal or to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material, immaterial or any other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

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

2.1.3 The Bidder(s)/ Contractor(s) will not commit any penal offence under the relevant IPC/ PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or

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document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

2.1.4 The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made, and is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2.2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process & exclusion from future contracts

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

Section 4 – Compensation for Damages

4.1 If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent Earnest Money Deposit/Bid Security.

4.2 If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

Section 5 – Previous Transgression

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5.1 The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

5.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

6.1 The Bidder(s)/ Contractor(s) undertake(s) to obtain from all subcontractors a commitment consistent with this Integrity Pact and report Compliance to the Principal. This commitment shall be taken only from those sub-contractors whose contract value is more than 20 % of Bidder's/ Contractor's contract value with the Principal. The Bidder(s)/ Contractor(s) shall continue to remain responsible for any default by his Sub-contractor(s).

6.2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

6.3 The Principal will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

Section 7 – Criminal Charges against violating Bidders / Contractors / Sub-contractors

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

Section 8 –Independent External Monitor(s)

8.1 The Principal appoints competent and credible Independent External Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

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8.2 The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, BHEL.

8.3 The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all contract documentation of the Principal including that provided by the Bidder(s)/ Contractor(s). The Bidder(s)/ Contractor(s) will grant the monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his contract documentation. The same is applicable to Sub-contractor(s). The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s) / Sub-contractor(s) with confidentiality.

8.4 The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

8.5 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or heal the situation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

8.6 The Monitor will submit a written report to the CMD, BHEL within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

8.7 The CMD, BHEL shall decide the compensation to be paid to the Monitor and its terms and conditions.

8.8 If the Monitor has reported to the CMD, BHEL, a substantiated suspicion of an offence under relevant IPC / PC Act, and the CMD, BHEL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

8.9 The number of Independent External Monitor(s) shall be decided by the CMD, BHEL.

8.10 The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration

9.1 This Pact begins and shall be binding on and from the submission of bid(s) by

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bidder(s). It expires for the Contractor 12 months after the last payment under the respective contract and for all other Bidders 6 months after the contract has been awarded.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified as above, unless it is discharged/ determined by the CMD, BHEL.

Section 10 – Other Provisions

10.1 This agreement is subject to Indian Laws and jurisdiction shall be registered office of the Principal, i.e. New Delhi.

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

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

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

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

For & On behalf of the Principal
(Office Seal)

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

Place-----

Date-----

Witness: _____
(Name & Address) _____

Witness: _____
(Name & Address) _____

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.....dated³ valued at Rs.....⁴ (Rupees -----)/FC.....(in words.....) for⁵ (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 thebank 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 the⁷we 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 to⁹
- c) Unless the Bank is served a written claim or demand on or before¹⁰ 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.



1X800 MW COAL BASED NORTH CHENNAI THERMAL
POWER PROJECT STAGE III

EPC TENDER SPECIFICATION FOR BTG PACKAGE



CHAPTER 2
PROJECT INFORMATION

1.1 GENERAL

TANGEDCO has planned to establish 1X800MW Coal Based Super Critical North Chennai Thermal Power Project Stage III in the premises of existing NCTPS at Ennore & Puzhuthivakkam Village, Ponneri Taluk, Thiruvallur District, Tamil Nadu, India. This project will be executed in two package mode i.e, BTG with related Civil Works and BOP with related Civil Works.

1.2 LOCATION

The proposed site for main power plant is located near Ennore port (approx 5 km) and also 35 km from Chennai City.

The nearest Railway station is at Athipattu Pudunagar (approx 5 km)

All weather road from Pattamandri on the Thiruvotriyur-Ponneri highway is the nearest road access.

The nearest airport is at Chennai at a distance of 60 km.

1.3 PROJECT INFORMATION

1.1	Project Title	:	1 x 800 MW North Chennai Coal Based Super Critical Thermal Power Project Stage III.
1.2	Plant capacity	:	800 MW
1.3	Type of project	:	Brown field
1.4	Owner	:	Tamil Nadu Generation and Distribution Corporation Limited (TANGEDCO)
1.5	Plant site location	:	In the premises of North Chennai Thermal Power Station (NCTPS)
1.6	Location co-ordinates	:	80° 19' E to 80° 20' E Longitude 13° 13' N to 13° 18' N Latitude
1.7	Nearest Village	:	Ennore & Puzhuthivakkam Village
1.8	Nearest Town & City	:	Chennai (35 Km)
1.9	State Capital	:	Chennai (35 Km)



1X800 MW COAL BASED NORTH CHENNAI THERMAL
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1.10	Nearest Railway Station	:	Athipattu Pudunagar (~ 5 Km) on Chennai – Vijayawada Line
1.11	Nearest Airport	:	Chennai (~ 60 Km)
1.12	Nearest Seaport	:	Ennore (~ 3 Km)
1.13	Nearest Road access	:	All weather road from Pattamandri on the Thiruvottiyur – Ponneri highway
2.0	Meteorological Condition		
2.1	Climate	:	Tropical, very dry and hot summer, dry and cold winter and good rain-fall in monsoon accompanied with strong wind
2.2	Site Elevation	:	(+) 10.0 Meter above Mean Sea Level
2.3	Ambient Temperature		
a.	Annual Maximum Mean Temperature	:	45 °C
b.	Annual Minimum Mean Temperature	:	15 °C
c.	Design ambient temperature	:	30 °C
2.4	Relative Humidity		
a.	Maximum	:	90 %
b.	Minimum	:	36 %
c.	Design	:	75 %
2.5	Annual Rainfall		
	Maximum	:	2540 mm
	Average	:	1600 mm
	Minimum	:	1175 mm
2.6	Basic Design Wind Pressure	:	As per IS: 875 (Latest Edition)



1X800 MW COAL BASED NORTH CHENNAI THERMAL
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2.7	Wind Speed	:	11.8 kmph (Avg), 50 m/s (max)
2.7	Seismic zone	:	Zone: III as defined in IS:1893-2002
2.8	Design ambient temperature for Electrical equipment	:	50 °C

1.4 ACCESS TO SITE

Site is well connected to all weather road from Pattamandri on the Thiruvotriyur – Ponneri highway. Site is located adjacent to the Chennai – Howrah broad gauge line and thus well connected by rail also.

1.5 PLANT RATING, CAPACITY, AVAILABILITY, PLF

Plant continuous rating will be 800MW at Generator terminals based on the following site conditions.

- Ambient Air temperature
- Condenser cooling water inlet temperature of 33 Deg. C and 9 Deg. C temperature rise across the condenser.
- Generator Power factor of 0.85
- Fuel Specification as given elsewhere
- Design temperature of electrical equipment is 50 Deg. C

The VWO capacity of the steam turbine shall not be less than 105% TMCR flow at rated parameters. Boiler maximum Continuous Rating (MCR) is at least 1.02 times the steam flow at turbine VWO condition plus continuous auxiliary steam requirement of unit at TMCR, rounded to next integer divisible by 5.

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%.

1.6 SOURCES OF FUEL

TANGEDCO has long term linkage of Coal from the coal sources of Talcher or Mahanadi in Orissa. Domestic coal requirement for the power plant will be sourced from kalinga block of the Talcher, Mahanadhi and IB valley coal field.

The Imported coal has been sourced from foreign countries through sea to Ennore port. The coal will be conveyed from port through conveying system.

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



1X800 MW COAL BASED NORTH CHENNAI THERMAL
POWER PROJECT STAGE III



EPC TENDER SPECIFICATION FOR BTG PACKAGE

1.7 Coal Analysis

1.7.1 Coal Quality parameter

a) Domestic Coal

A. Proximate Analysis			
1.	Total Moisture	%	16.0
2.	Ash	%	45.0
3.	Volatile matter	%	19.0
4.	Fixed Carbon	%	20.0
5.	Gross calorific value (as received basis)	kcal/kg	2800
B. Ultimate Analysis			
1.	Carbon	%	27.7
2.	Hydrogen	%	2.6
3.	Sulphur	%	0.5
4.	Nitrogen	%	0.52
5.	Oxygen	%	7.26
6.	Moisture	%	16.0
7.	Ash	%	45.0
8.	HGI		45 -55, Avg 52
9.	Carbonates		0.38
10.	Phosphorous		0.04
11.	YGP Index	mg/kg	50-70
12.	Shale and Sand stone Content	%	Max 20
13.	Feed Coal Size	mm	Upto 50
C. Ash Fusion Temperature			
	Initial Deformation, IT	Deg. C	1100
	Spherical, ST	Deg. C	1200
	Hemispherical, HT	Deg. C	1300
	Fluid, FT	Deg. C	-
ASH ANALYSIS			
	SiO ₂	%	59.54
	Al ₂ O ₃	%	29.00
	Fe ₂ O ₃	%	6.42
	CaO	%	1.50
	Na ₂ O	%	0.08
	K ₂ O	%	-
	TiO ₂	%	1.60
	SO ₃	%	0.25
	P ₂ O ₅	%	0.51
	MgO	%	0.50
	Others	%	0.60
	Total		100.00
	Resistivity of Fly Ash	Ohm-cm	1.73 X10 ¹²



1X800 MW COAL BASED NORTH CHENNAI THERMAL
POWER PROJECT STAGE III



EPC TENDER SPECIFICATION FOR BTG PACKAGE

b) Imported Coal

A. Proximate Analysis			
1.	Total Moisture	%	16.50
2.	Ash	%	6.62
3.	Volatile matter	%	36.45
4.	Fixed Carbon	%	40.43
5.	Gross calorific value (as received basis)	kcal/kg	5642
B. Ultimate Analysis			
1.	Carbon	%	60.12
2.	Hydrogen	%	4.38
3.	Sulphur	%	0.53
4.	Nitrogen	%	1.48
5.	Oxygen	%	10.37
6.	Moisture	%	16.5
7.	Ash	%	6.62
8.	HGI		51
9.	Carbonates		-
10.	Phosphorous		-
11.	Total		100
C	Ash fusion temperature		
	Initial Deformation, IT	Deg. C	1230
	Spherical, ST	Deg. C	1270
	Hemispherical, HT	Deg. C	1320
	Fluid, FT	Deg. C	-
	ASH ANALYSIS		
	SiO ₂	%	36.00
	Al ₂ O ₃	%	13.90
	Fe ₂ O ₃	%	14.80
	CaO	%	12.70
	Na ₂ O	%	0.70
	K ₂ O	%	1.70
	TiO ₂	%	0.80
	SO ₃	%	10.6
	P ₂ O ₅	%	0.20
	MgO	%	8.60
	Others	%	-
	Total		100.00



1X800 MW COAL BASED NORTH CHENNAI THERMAL
POWER PROJECT STAGE III

EPC TENDER SPECIFICATION FOR BTG PACKAGE



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

A. Proximate Analysis			
1.	Total Moisture (ARB)	%	Upto 23 Max
2.	Ash (ADB)	%	6.62
3.	Gross calorific value (as dried basis)	kcal/kg	5800 - 6500
4.	Fixed Carbon(ADB)	%	30 - 50
5.	Volatile Matter (ADB)	%	25 - 45
6	HGI		45 - 60
7	IDT (Under Reducing Atmosphere)	Deg.C	1100 - 1250
3.	Sulphur (ADB)	%	Upto 1 Max
4.	Size	mm	< 50

1.7.2 Specification of LDO

Specific Gravity @ 15° C kg/cu.m	: 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 content Vol. Max. %	: 0.25
Sediment Max. Content by Wt%	: 0.1
Relevant Indian Standard	: IS 1460

1.7.3 Specification of HFO

Flash point “°C” min.	: 66
Sulphur % “T” max.	: 4.5
Viscosity in Centistokes @ 50° C	: 370
Ash by wt. %	: 0.1
Water content Vol. Max. %	: 1.0
Sediment Max. Content by Wt%	: 0.25
Gross Calorific Value, kcal/kg	: 10800

1.8 Fuel Transportation

The coal shall be received at Ennore port. The coal will be transported by conveyor from coal berth 3 in Ennore Port and then through the conveyor to the coal bunker directly or to coal stockyard.



1X800 MW COAL BASED NORTH CHENNAI THERMAL POWER PROJECT STAGE III

EPC TENDER SPECIFICATION FOR BTG PACKAGE



1.9 SOURCE OF WATER

Source of water for the proposed project is sea water. The intake shall be from the existing cooling water fore bay of NCTPS Stage-II. Treated water shall be provided to the plant cycle makeup and other requirements of BTG package at the respective terminal points. Refer Chapter 4 of this section.

1.10 SOURCE OF EQUIPMENT

The proposed plant will be supplied, erected and commissioned on dual EPC basis, i.e, BTG with related civil works and BOP with related civil works.

1.11 POWER EVACUATION PLAN

1x800MW Steam Generating Units shall be with a SF6 Generator Circuit Breaker [GCB] along with necessary additional items between Generator Transformer [GT] and Generator. Therefore GT shall be used for unit start-up / unit shutdown as well as for power evacuation by synchronization of unit by closing GCB.

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.



Guidelines for Reverse Auction - 2016

Issued on 26.09.2016

(Applicable for all NITs issued on or after 26.11.2016)

(AA:SSP:RA:03)

Sourcing Strategy & Policy

Corporate Operations Management

BHEL, New Delhi

(Note: Abridged version for the information of the bidders)

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 extant policy and the Reverse Auction shall follow the philosophy of English Reverse (No ties).

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 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"

6.0 Business rules for RA

Business rules (annexure-I) are attached.

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

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 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 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 case 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 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.

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.

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

18.2 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.

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 upload 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. 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 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 then 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.

PEM / PG-II, BHEL, PPEI, NOIDA

SPECIAL CONDITIONS OF CONTRACT (SCC) Rev-1

1X800 MW NORTH CHENNAI STAGE-III (BTG) (Job No. 423)

TAMILNADU GENERATION & DISTRIBUTION CORPORATION LTD (TANGEDCO)

These Conditions shall be read and construed along with General Conditions of Contract (GCC) rev.06 & GST related Corrigendum to GCC rev.06, to be enclosed along with the tender enquiry. In case of any conflict or inconsistency, the conditions given in SCC shall prevail over the GCC and its corrigendum.

SI No.	Title	Description
1.	Project Name	1X800 MW North Chennai Stage-III (BTG)
2.	Nature of project & Type of Bidding	Non-Mega & ICB (International Competitive Bidding)
3.	Customer Order Ref No	Lr.No. CE/Proj/SE/T&H(P)/EV/AEE/F.NCTPS Stg-III-BTG/D.13/16 DTD 29.01.2016
4.	BHEL's Customer	Tamil Nadu Generation & Distribution Corporation Ltd (TANGEDCO), Chief Engineer / Projects, 5th Floor, Western Wing, NPKRR Maaligai, 144, Anna Salai, Chennai 600 002
5.	Customer GST No.	TANGEDCO GST REGN NO : - 33AADCT4784E1ZC
6.	Customer Consultants	M/s Fichtner Consulting Engineers (India) Private Limited, Chennai, Tamil Nadu
7.	Consignee Address (Bill To)	BHEL, Power Sector-Project Engineering Management Power Project Engineering Institute, Plot No. 25, Sector-16A, Noida, Uttar Pradesh-201301.
8.	Delivery Address (Ship To)	1X800 MW North Chennai Stage-III (BTG), Tamil Nadu Generation & Distribution Corporation Ltd (TANGEDCO), Athipattu, Pudhunagar, Chennai ,Tamil Nadu- 600120
9.	BHEL Site Office Address	Construction Manager, Bharat Heavy Electricals Limited, NCTPP, Stage III TANGEDCO Athipattu, Pudhunagar, Chennai ,Tamil Nadu-600120
10.	Location of Plant	Plant locations details are as follows: District: Thiruvallur Next big city to site: Chennai (35 Km) Road access: Pattamandri on the Thiruvottiyur- Ponneri highway Nearest Railway Station: - Athipattu Pudunagar (~ 5 Km) on Chennai-Vijayawada Line Nearest Airport: Chennai (60 Km) Nearest Harbour: Ennore (3 Km)
11.	Mode of Dispatch	Air, Road, Rail & Sea Transportation For indigenous supplies: By Rail/Road on door delivery and freight pre-paid basis. For imported supplies: On C&F basis. Transit Insurance will be in BHEL scope
12.	Road Permit /E-waybill	Road Permit / E-way bill, if required, will be arranged by Supplier.
13.	BHEL GSTIN Details	BHEL-PEM is registered in the State of Uttar Pradesh with GSTIN 09AAACB4146P2ZC BHEL-PSSR is registered in the State of Tamil Nadu with GSTIN 33AAACB4146P2ZL
14.	Transit Insurance	In BHEL Scope. For each dispatch, vendor shall inform the following to the Underwriter under intimation to BHEL-PEM and BHEL Site office: (i) Policy No. (ii) Consignee Name. (iii) Consignment Details (items with their weights and value (in INR). (iv) Project Name and P.O. No. (v) LR No. and date, Dispatch origin and destination details, Invoice No. Vendors to intimate the underwriters quoting the insurance Policy No. as mentioned in Purchase Order.

Nets upal
06/10/17

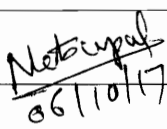
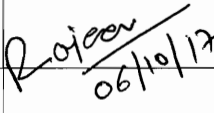
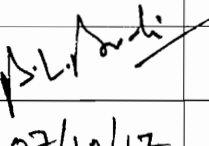
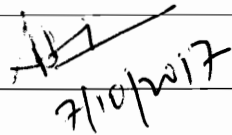
15.	Dispatch intimation	Yes, in writing, not less than 30 (Thirty) days prior to date of shipment and dispatch details to be sent to: BHEL Site office (As mentioned in Sl. No.9) BHEL PEM Noida (As mentioned in NIT) At the point of dispatch, vendor must furnish docs required as given below through Email / Fax - Vendor's invoice - LR / RR / GR / Courier Receipt - Packing List/ Challan indicating the items dispatched (with their weights) - Insurance intimation letter informing the underwriters about the dispatches - MDCC (of BHEL / TANGEDCO) as applicable - Photograph of packing / boxes showing dispatch marking as per Sl. No. 26
16.	Document required for Vendor's payment.	For materials originating from Indian territory For claiming the payment against dispatch, MRC & Freight, documents as mentioned in GCC & its corrigendum shall be submitted by vendor to BHEL. Original money receipt must be submitted for Freight payment. Packing List must comply to Clause No. 19.3 of General Commercial Terms & Conditions of GCC rev.06. Description of items in packing list shall be as per PO such that proper correlation between PO & packing list must be furnished. Soft copy of documents for claiming payment shall be submitted by vendor as advance copy. For materials originating from non-Indian Territory Three (3) original and Three (3) copies of clean bill of lading or One (1) clean original Airway Bill & Three (3) copies, in case of air freight. One (1) original and Three (3) copies of signed Invoices One (1) original and Three (3) copies of Packing List (clearly showing number of packages, gross weight and net weight). Three (3) copies of certificate of country of origin. Copy of MDCC from BHEL / TANGEDCO (as applicable) Three (3) copies of inspection certificate, if any, issued by the customer/his authorised representative. Three (3) of certificate from the vendor to the effect that drawings and catalogues for customs clearance purpose have been kept with the packages for shipment. Three (3) copies of certificate from the vendor to the effect that the contents in each case are not less than that entered in the invoices and guaranteed as new and as per the relevant technical specifications. Shipping Specification – One (1) copy. Quality Certificate – One (1) copy. Approved Test Certificates, if any. - Three (3) copies. Guarantee Certificate – One (1) Original + One (1) copy. Inspection Reports – One (1) Original + One (1) copy. PVC Calculation and copy of all applicable indices, if PVC applicable. – Two (2) copies.
17.	Material Receipt Certificate (MRC)	- For Supply Packages- BHEL-PEM will arrange MRC from BHEL site - For Turnkey Packages (Supply + Erection & Commissioning) – Original MRC duly signed by customer (TANGEDCO) & BHEL site is to be arranged by Vendor.
18.	Buyer and Paying Authority	- Packages for which PO is placed by BHEL-PEM – Buyer and Paying Authority shall be BHEL-PEM, NOIDA. - Packages for which PO is placed by BHEL-PSSR & LOA is issued by BHEL-PEM - Buyer and Paying Authority shall be BHEL-PSSR.

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19.	Demurrage charges	Demurrage charges shall be paid by supplier/vendor to the transporter. No claim shall be acceptable in this regard.
20.	Unloading, Storage & Movement of material at site	a) By BHEL site office for supply packages. b) By vendors for Turnkey i.e. Supply and E&C packages
21.	Concessional custom duty against Essentiality certificate (EC)	Essentiality Certificate (EC) issued by TANGEDCO shall be passed on to vendor through BHEL (Limited to CIF content indicated in tender/order) for availing Concessional Custom Duty as applicable for imported contents under Project Import regulations. Vendors shall indicate the list of imported items, quantity, CIF value (in Rupee and Foreign currency) and country of origin or country supplying raw material in price bid which will be referred to TANGEDCO for issuing EC. Request for additional Item / additional CIF other than that submitted with original tender shall not be entertained by BHEL during contract execution stage. In case of underutilized / unutilized EC, vendor shall provide the necessary documents to revise the EC. Please refer Package specific NIT for CIF detail. Vendors shall be solely responsible for arranging the foreign exchange release for any material, component & Bought out items that may be required to be imported and no foreign exchange will be paid or arranged by BHEL. Any increase or decrease in exchange rate shall be borne by vendor. Vendor shall consider the Concessional Custom Duty as a part of quoted Ex-works price. Vendor shall provide all necessary documents required to allow BHEL to obtain any Tax benefits / closure of bonds that the BHEL is eligible for under applicable laws existing as the effective date or that come into force thereafter. Vendor shall minimize its liability for seller taxes under applicable laws to the extent legally permissible and pass on the benefit of any savings on account of such reduction to BHEL. Vendor shall inform BHEL and provide the necessary documents to obtain required certificates from BHEL to avail exemption. Obtaining custom duty benefit in line with the Essentiality Certificate issued shall be in vendor's scope.
22	Taxes & Duties (For Domestic Vendor)	As per General Conditions of Contract (GCC rev 06) & GST related Corrigendum to GCC rev.06
23	Taxes & Duties (For Order Directly to Foreign Bidders)	In case of foreign vendors, Quoted prices & Dispatches shall be on C & F (Port-Chennai) basis and the Taxes & duties in the country of dispatch shall be borne by Foreign vendor. All the Taxes & duties and other charges applicable in India shall be borne by BHEL-PEM for the direct order placed by PEM to the foreign bidder.
24	Inspection Agency	BHEL/ BHEL approved 3rd party inspection agencies and/or TANGEDCO/ Customer Agency as applicable.
25	Inspection procedure for Domestic supplies	<u>For Domestic supplies</u> Vendor shall raise inspection call at least 15 business days in advance on BHEL CQS website to applicable inspection agency (as mentioned in PO/LOI or to be informed later) and submit copy of inspection call to BHEL-PEM for arranging customer participation in inspection/Joint inspection on the proposed date, as applicable. MDCC shall be issued on the basis of clear inspection report (CQIR). <u>For Foreign supplies</u> In case of Foreign supplies, if TANGEDCO/ TANGEDCO approved 3rd party inspection agency does not participate in the inspection, test certificates & inspection reports duly accepted by the agreed Inspection agency shall be submitted in soft copy to BHEL-PEM. The same shall be reviewed by PEM and then, sent to TANGEDCO for clearance. The dispatch clearance (MDCC) by TANGEDCO/BHEL as applicable shall be given to the foreign supplier or representative in India after acceptance of above test certificates.

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26.	Packing, Identification & marking [if not specified in NIT]	Each box/ Drum shall be marked with Capital Letters indicating any one of the following: Main Supply / Mandatory Spares / Commissioning spares / Tools & Tackles Supplies under each of these headings shall be packed separately. Each package / Drum delivered under the Contract shall be marked by vendor as per details listed below and such markings must be distinct and in English language (all previous irrelevant markings being carefully obliterated) for purpose of identification. Each and every box (package) shall be marked with the following: - Name & address of the Consignee Name of Project Name of BHEL Unit placing the order Package Name, Vendor Name, LR No. and PO No. & Date. Packing No.: (e.g. 1/10, 2/10, 3/10 when there are 10 packages for one consignment) Packing Mark: Symbols indicating "TOP" and other special markings like "TOP", "BOTTOM", "DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE" etc. Following documents must be put inside the box: 01 copy of respective standard manufacturer's erection instruction / O&M manual shall be kept for immediate reference by BHEL site. 01 damage proof copy of Packing List/Challan indicating the items dispatched (with their weights) <u>Above instructions are to be read in conjunction with Clause No. 19 of General Commercial Terms & Conditions of GCC rev.06 and those specified in NIT.</u> Notwithstanding anything stated in this clause, Vendor shall be entirely responsible for loss, damage or deterioration of the material due to faulty and insecure packing. Note: Each of the items under mandatory spares shall be tagged with part no. and PO item ref no. /BBU ref no.
27	Monthly Progress Report	Vendor to provide monthly progress report each month after placement of PO, till supply of material. Monthly progress report of vendor shall include raw material status, manufacturing, inspection & latest dispatch plan. Vendor may use their format to provide required information, however format (if any) issued by Purchaser after placement of PO shall be obligatory to vendor.
28	Submission of Final Drgs/Docs alongwith O&M Manual, Type Test Certificates (if any)	As per GCC rev.06/Technical Specification/Kick-off meeting

	Prepared by	Checked by	Reviewed by	Approved by
Name	Netrapal Singh	Rajeev Lalwani	BL Bedi	S Bhattacharjee
Designation	SR ENGR	MGR	SDGM	AGM/DH
Department	PG-II	PG-II	PG-II	PG-II
Signature				
Date	06/10/17	06/10/17	07/10/17	07/10/17