

BHARAT HEAVY ELECTRICALS LIMITED

NO. BHEL : M&S: PSA: 001/2013-14

TENDER SPECIFICATION

NO. BHEL : M&S: PSA: 001/2013-14

FOR

**Supply of Electric Power to BHEL Trichy through TNEB 110KV Grid
by Third party sale under Intra State Short term open access on 24 hours basis(RTC)**

BHARAT HEAVY ELECTRICALS LIMITED

(A Government of India Undertaking)

Maintenance & Services

TIRUCHIRAPPALLI – 620 014

TAMIL NADU

M&S - BHEL Trichy

BHARAT HEAVY ELECTRICALS LIMITED

NO. BHEL : M&S: PSA: 001/2013-14

13-12-2013

TENDER SPECIFICATION**Name of the work:**

Supply of Electric Power to BHEL Trichy through TNEB 110KV Grid by Third party sale under Intra State Short term open access after honouring the existing commits to TANGENDCO of 4000 KVA (may be reduced up to 2500KVA based on the requirement) Capacity on 24 Hours basis from the date of inception.

Project Plant : BHEL Trichy – 110KV Substation.
Quantity of Power : As per general electricity board norms (TNERC).
Period of Contract : Six Months

Address to which the tender has
to be submitted : Sr.DGM / M&S
Bharat Heavy Electricals Limited
TIRUCHIRAPALLI - 620 014

For Contact:

E-mail id : mohans@bheltry.co.in, paul@bheltry.co.in, vasuqi@bheltry.co.in

Phone No. : 9443195541 , 9442626204, 9488633280

Last date & time for submission of tender : 06.01.2014, 10:00Hrs**Date & time of tender opening : 06.01.2014, 10:30Hrs****M&S - BHEL Trichy**

BHARAT HEAVY ELECTRICALS LIMITED

NO. BHEL : M&S: PSA: 001/2013-14

Tender shall be submitted in two parts (Technical cum commercial part & Price bid separately). The bid shall be only in sealed cover through speed post or direct or any other faster means. Delayed & Late offer will not be considered. The bid / offer will be opened in the presence of tenderer. Only the authorized representatives of the bids / tenderers are allowed to represent.

The tenderer should sign with company rubber stamp on each page of this tender document to be submitted back to this office on or before the above record submission time and date with relevant column filled / with declaration letter as per the scope of the contractor.

-Sd-

SR.DGM / M&S

BHARAT HEAVY ELECTRICALS LIMITED

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TECHNICAL CUM COMMERCIAL BID

PART- A :PRE- QUALIFICATION CRITERIA

SECTION – I

The BIDDER / VENDOR has to necessarily provide the following details, for making an assessment of the firm's capability and competency:

[The BIDDER is expected to give complete details against each clause in the table given below and wherever necessary an additional sheet may be attached (giving clear reference number) to cover the required details]

S. No.	PARTICULARS	VENDOR'S RESPONSE
1.0	Number of Years of Experience of the BIDDER/ VENDOR in the field Electric power Generation & Supply through TNEB Grid.	
2.0	Number of customer to whom Third party power Supplied So far.	
3.0	YEAR of LAUCNH of the Power Generation & Supply Business.	
4.0	Is coal based or Bio-moss based Power or any other type generation	
5.0	Number of Electric Power Generating plant & Installed Generation capacity at Bidder's possession for this business.	
6.0	Location of the Electric power Generation, from which bidder indent to ensure supply for BHEL.	
7.0	Bidder shall have Electric power generation plant only at Tamilnadu.	
8.0	Any Additional Data to supplement the Electric Power Generation capability of the BIDDER for the subject.	

BHARAT HEAVY ELECTRICALS LIMITED

NO. BHEL : M&S: PSA: 001/2013-14

SECTION – II

The BIDDER / VENDOR has to compulsorily meet all the following requirements to get qualified for submitting an offer for the SUPPLY OF Electric Power to BHEL Trichy through TNEB 110KV Grid. Failing which the BIDDER / VENDOR offer will not be considered.

S. No.	REQUIREMENTS	VENDOR's COMMENTS
9.0	The BIDDER / VENDOR shall have a minimum of ONE Years of Continuous Experience in the field of Electric power generation & Power sale to the third party through TNEB Grid under Intra State Short term open access .	
10.0	The BIDDER / VENDOR shall have supplied third party power to at least two numbers of Industries for minimum 500KVA through TNEB Grid under Intra State Short term open access .	
11.0	The BIDDER / VENDOR should possess valid short term open access approval letter indicating the existing tie-ups and the approved Quantum for Third party power Supply. TANGEDCO Approval copy should be enclosed.	
12.0	The reference List of Customers shall be accompanied with the details (Phone Number /E-Mail ID) of the CONTACT PERSON for cross reference by BHEL	

BHARAT HEAVY ELECTRICALS LIMITED

NO. BHEL : M&S: PSA: 001/2013-14

SECTION – III

The BIDDER / VENDOR has to comply with the following, for accepting the Technical Offer for scrutiny by the Purchaser:

S.No.	REQUIREMENTS	VENDOR'S COMPLIANCE
13.0	The BIDDER / VENDOR shall submit the offer in TWO PARTS - Technical cum commercial bid [PART A & PART B] and Price Bid [PART C]	
14.0	<p>The BIDDER / VENDOR shall ensure the following before submitting their bid</p> <p>The tenderer should sign with company rubber stamp on each page of this tender document</p> <p>Cover 1 – Shall contain duly filled in Technical cum commercial bid [PART A & PART B]</p> <p>Cover-2 - Shall contain duly filled in Price Bid [PART C]</p> <p>Cover 1 & Cover 2 shall be kept together in a single cover for submission. The BIDDER / VENDOR are requested to mention NIT no & Tender Ref no. in all the covers.</p>	
15.0	The Offer shall contain a comparative statement of Technical Specifications given by BHEL and the Offer Details submitted by the Bidder, against each clause. The BIDDER / VENDOR should provide necessary details against each clause with relevant attachments (if any)	

BHARAT HEAVY ELECTRICALS LIMITED

NO. BHEL : M&S: PSA: 001/2013-14

PART B: TECHNICAL SPECIFICATIONS

S. No.	PARTICULARS	BHEL SPECIFICATIONS	Bidder's OFFER [With Complete Technical Details]
1.0	Purpose	<p>A) BHEL Trichy is in need of Electric Power supply through TNEB 110KV 3Ø Grid (SLDC) at BHEL 110KV SS (SC NO-12).</p> <p>B) Bidder shall feed the required power in Feeder of TNEB Grid for effecting supply to BHEL as per agreement.</p>	
2.0	SPECIFICATIONS- Compliance		
2.1	<p>Voltage Connectivity: 110 KV (TNEB 110KV 3Ø Grid (SLDC) at BHEL 110KV SS (SC NO-12))</p> <p>Status of Connectivity: Independent feeder from TNEB</p>		
3.0	Specification of Power to be supplied:		
3.1	<p>ROUND THE CLOCK 24 Hours Supply 4000 KVA* 24 Hours * 30 Days at BHEL TRICHY –SC No. : 12. However depending upon the requirement of power, BHEL may effect increase or decrease the contracted demand in the margin of 2500KVA to 4000KVA.</p>		
3.2	<p>Power supply cost Cost shall be Rs._____ per unit. This shall be inclusive of Wheeling charges, scheduling charges, transmission charges, line losses, E-Tax & transmission losses. The detailed break up for each elements of cost shall be mentioned in the Proforma/ Invoice to be submitted for bill processing duly signed by BHEL Substation Engineer / in-charge of Planning section, M&S, so that it may be forwarded to BHEL accounts for payment.</p>	<p>Remark: In the technical bid, Do not indicate price quoted. Price Shall be quoted only in Price bid in Sealed cover.</p>	

BHARAT HEAVY ELECTRICALS LIMITED

NO. BHEL : M&S: PSA: 001/2013-14

S. No.	PARTICULARS	BHEL SPECIFICATIONS	Bidder's OFFER [With Complete Technical Details]
3.3	The proposed Contract is for the period of 6 Months from 28.01.2014. The Bidder shall take care of pricing accordingly. However depending upon power requirement the period may be extended. The Price Variation clause is strictly not applicable on any account during entire period of contract. The Bidder shall take care of market fluctuation and tax/duties if any.		
3.4	During operation of contract, depending upon the requirement of power, BHEL may effect increase or decrease the contracted Third party demand in the margin of 4000KVA to 2500KVA. The effective date for MD change is as per prevailing norms of TANGEDCO billing period. The same will be intimated before initiating monthly NOC.		
3.5	Bidder shall confirm the delivery of the power at BHEL TRICHY –SC No. : 12 on 28.01.2014. 00.00 Hrs onwards in case of offer acceptance and order placement.		
4.0	Terms & Conditions		
4.1	This Agreement shall be considered as a Power Sales Agreement signed between Bidder & BHEL which will contain the entire terms and conditions of transactions. You are required to sign the Agreement for the period of 6 months.		
4.2	In case BHEL wish to terminate the contract in future due to positive development of power ensured through TANGEDCO for BHEL, BHEL shall reserve the right to short close the contract with the advance notice of a month.		

BHARAT HEAVY ELECTRICALS LIMITED

NO. BHEL : M&S: PSA: 001/2013-14

S. No.	PARTICULARS	BHEL SPECIFICATIONS	Bidder's OFFER [With Complete Technical Details]
5.0	Payments:		
5.1	<p>Payments shall be done as per BHEL terms and condition. However, BHEL shall not make any advance payment for effecting the power supply. Monthly, invoice & bill in triplicate shall be raised for effecting the previous month's payment on the basis of Meter reading agreed mutually in line with TANGEDCO compliance. 100% payments shall be effected subjected to applicable security deposit by the bidder.</p> <p>(Security deposit is calculated: Above Rs. 50 lakhs: Rs 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.)</p> <p>However, Security deposit will be refunded on Completion of contract period. As an alternative the contractor shall furnish bank guarantee for the contracted period of six months as per the norms of BHEL practice. The Bank guarantee shall be furnished as per the enclosed format(Annexure -A)</p>		
6.0	Documentation:		
6.1	<p>On-behalf of BHEL, bidder shall submit in the name of BHEL, an undertaking abiding the terms and conditions in a stamp paper to the Superintending Engineer/Electricity Distribution Circle concerned with a payment of short term agreement fees of Rs 10,000/- or any revision by TANGEDCO as applicable. Short term agreement shall be valid for one year as per TNERC intra state open access Regulation 2005 and hence the agreement has to be renewed on payment of Rs 10,000/ for every year. The expenditure incurred will be reimbursed by BHEL to contractor.</p>		
6.2	<p>On-behalf of BHEL, bidder shall submit DD for Rs 1000/- or any revision by TANGEDCO as applicable to be drawn in name of - TAN TRANSCO COLLECTION ACCOUNT. (This DD to be submitted every month before 14th of the calendar month along with FORM I & II, to TNEB, as these documents are necessary for every month) along with necessary forms. The expenditure incurred will be reimbursed by BHEL to contractor.</p>		

BHARAT HEAVY ELECTRICALS LIMITED

NO. BHEL : M&S: PSA: 001/2013-14

S. No.	PARTICULARS	BHEL SPECIFICATIONS	Bidder's OFFER [With Complete Technical Details]
7.0	Termination & Penalty:		
7.1	In case, the contractor does not generate & supply the Contract quantity of power for BHEL, during scheduled outages period, the Contractor Shall make necessary arrangement to substitute power from an alternate source without interruption. However in case of unscheduled outages, the contractor shall inform the same to BHEL concern immediately and shall make necessary arrangement to substitute power within 48 hours.		
7.2	If the contractor shall not substitute an alternate supply as per clause 7.1, BHEL will make their own arrangement for power by running DG sets at Rs. 21/per unit as Fuel charge and Fuel charge for the Third party contracted demand incurred during the said period will be deducted from the subsequent billed/invoiced amount.		
7.3	Scheduled or Unscheduled outages in hours will be compensated in overall monthly energy injection in the grid in concurrence with TANGEDCO. However this shall not affect BHEL power availability at any time. The Bidder shall declare the same accordingly while quoting.		
7.4	Contractor will not be penalized, if Power is not consumed due to Tamilnadu Grid failure or BHELs own problem.		
7.5	Alternative source of supply shall be arranged by the contractor. Contractors shall indicate the alternate source of power in the quote with the capacity and availability as a back-up arrangement		
8.0	Disputes:		
8.1	The contractor shall take up any Energy accounting and reconciliations penal measures and any disputes arising with regard to the contractor in the above shall be sorted out and resolved by the contractor with TANGEDCO, TRICHY circle and related competent authority.		

BHARAT HEAVY ELECTRICALS LIMITED

NO. BHEL : M&S: PSA: 001/2013-14

PART –C**PRICE BID****Supply of electric power to BHEL, Trichy through
TNEB 110 KV Grid**

Ref. : NO. BHEL: M&S: PSA: 001/2013-14 , Dt : 13.12.2013

Rate schedule

Sl.No.	Specification	Unit (Kwhr)	Rate in Rupees (Rate in figure)
1.0	Power supply cost Cost per unit shall be inclusive of the wheeling charges, scheduling charges, transmission charges, E-tax, transmission losses and other charges as applicable.	Cost per unit	

Signature of contractor with Seal & Date**M&S - BHEL Trichy**

Annexure- A

BANK GUARANTEE

1. THIS DEED OF GUARANTEE made this..... day of (month)(year) By(Bank ,s full address) in favour of M/s Bharat Heavy Electricals Limited, Unit : Thiruverumbur, Tiruchirapalli 620 014, having its Registered Head Office at BHEL House, Siri Fort , New Delhi 110049.
2. WHEREAS M/s Bharat Heavy Electricals Limited, High Pressure Boiler Plant, Thiruverumbur, Tiruchirapalli-620 014, Tamil Nadu, India having its Registered Office at BHEL House, Siri Fort, New Delhi-110 049 (Hereinafter called as "COMPANY") have placed supply orders for supply of Electric Power to BHEL, Trichy through TNEB 110 KV Grid by firm power generation within Tamil Nadu under Intra State Short Term open access vide BHEL PO No: and other agreements related thereto (hereinafter called the "CONTRACT") on (Hereinafter called as "CONTRACTOR")
3. AND WHEREAS one of the conditions for placing such contract is that the Contractor shall provide the Company a Bank Guarantee for Rs.-/- in lieu of cash and towards the security deposit for upto(date) for the satisfactory performance and completion of supply as per the terms and conditions of the said contract.
4. AND WHEREAS the Contractor has Approached the(Bank name) and at their request and in consideration of the arrangement arrived at between the said Company and the said Bank.
5. We(Bank Name), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a written demand from the Company stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of breach by the said Contractor of any of the terms and conditions contained in the said Agreement or by the reason of the contractor „failure to perform“ the said agreement. 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.....-/-
6. We undertake to pay unconditionally to the Company any money so demanded notwithstanding any dispute(s) raised by the Contractor in any suit, or proceedings pending before any Court or Tribunal or Arbitration or before any other authority relating thereto our liability under this present being absolute and unequivocal. The payment under this guarantee would not wait till the disputes have been decided by any Court or Tribunal or in the arbitration proceedings or by any other authority. The payment so made by us under this Bond shall be a valid discharge of liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

7. We.....(indicate the name of 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 Agreement and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Maintenance & Services Department of the Company certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.
8. i) Unless a demand or claim under this guarantee is made on us in writing on or before the we shall be discharged from all the liability under this guarantee thereafter. But where such claim or demand has been preferred by the Company with the Bank before the expiry of the said date, the claim shall be enforceable notwithstanding the fact that the said enforcement is effected after the said date.
ii) For the purpose of this clause, any letter making demand on the Bank by M/s. BHEL dispatched by Registered Post with Ack. Due or by Telegram or by any Electronic media addressed to the above mentioned address of the Bank shall be deemed to be the claim / demand in writing referred to above irrespective of the fact as to whether and when the said letter reaches the Bank, as also any letter containing the said demand or claim is lodged with the bank personally.
9. We(indicate the name of Bank), further agree with the company that the Company 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 agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Company against the said Contractor 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 any reason of any such variation or extension being granted to the said Contractor or for any forbearance, act or omission on the part of the company or any indulgence by the company to the said Contractor or by any such matter or thing whatsoever which under the law relating would but for this provision have effect of not so relieving us.
10. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.
11. It shall not be necessary for the company to proceed against the contractor before proceeding against the guarantor-bank and the guarantee herein contained shall be enforceable against them notwithstanding any security, which the company may have obtained or obtain from the Contractor shall, at the time when proceedings are taken against the guarantor hereunder be outstanding or unrealised.
12. Any claim or dispute arising under the terms of this document shall only be enforced or settled in the Courts at Tiruchirapalli

13. The guarantor hereby declare that it has power to execute this guarantee and the executant has full powers to do so on its behalf under the proper authorities granted to him/them by the guarantor.

14. Notwithstanding anything said above

- a. Our liability under this guarantee is limited to Rs...../- (Rupees only)
- b. Our guarantee/shall be valid up to
- c. We shall be liable to pay any amount under this bank guarantee or part thereof only & only if we receive a written claim or demand under this guarantee on or before
- d. Thereafter all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all our liabilities hereunder irrespective of whether the guarantee in original is returned back to us or not.

15. We(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing

In witness whereof we....., (indicate the name of Bank) have hereunto set out Bank Seal the ____day _____month 20__

Bank Phone No.

Bank e-mail ID

Bank FAX No