

Additional Terms and Conditions for subject Tender Enquiry for Consideration in this tender:

i) Payment/Price:

a) Bidder has to quote total price on GeM in line with total prices quoted in attached price format/BoQ. Break up of total price shall be provided by the bidder as per the provided price format/BOQ. Bidder has to ensure total price (Main supply+ mandatory spares + E&C+ Engineering charges+ Freight+ GST) as per format/BOQ and on GeM shall be same. Bidder have to upload the priced price format/BOQ in the price bid.

Bidders to note that in case discrepancy is observed between total price quoted on GeM and price break up, total price quoted on GeM shall prevail and break up shall be corrected accordingly.

Bidder to refer clause no. 3.0 (Instruction to bidder), GCC BOP for E&C charges, and note of clause no 9.4 (General Commercial Terms & Conditions), GCC BOP for Engineering Design charges.

b) RELEASE OF PAYMENT

"Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within days as mentioned below after submission of complete documents:

- a. 90 days for non MSME as per MSMED Act
- b. 45 days for vendors qualified and registered as Micro and Small Enterprises MSEs as per MSMED Act
- c. 60 days for vendors qualified as Medium Enterprises as per MSMED Act."

Notes:

- i. Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices.
- ii. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment.

c) Bidder to be in agreement with clause no. 3.0 (Instruction to Bidders), **clause no. 9.0, 10.0 (General Commercial Terms & Conditions) of GCC BOP (available on www.pem.bhel.com)**.

d). Provision of offline payment in GeM shall be utilized.

e) Following deductibles / excess shall be applicable.

For Marine Cover: 0.25% of consignment value subject to minimum INR 20,000 for each and every claim.

For Storage /Erection and Testing Cover:

- a. Normal - 5% of Claim amount subject to minimum of Rs. 75,000/-
- b. For Testing Period Claims- 5% of the claim amount subject to a minimum of INR 200,000.00
- c. AOG - 10% of Claim amount subject to minimum of Rs. 200,000/-
- d. Fire / Explosion Claims: 10.00 % of claim amount subject to minimum of 200,000.00

Third Party Liability: The policy excesses (For Storage & Erection Claims /testing periods/AOG/Fire Explosion) shall apply for third party liability property damage claims also.

Terrorism cover: - 5% of claim amount subject to min. of INR 1 Lakh and max. of INR 2.5 Crs for each and every Occurrence in respect of Property Damage.

f) CIF allocation is not available for this package.

ii) Delivery:

a) **Design-** Drawing/ documents submission schedule shall be as per SECTION-I, SUB-SECTION- D, ANNEXURE-IV of Technical Specification- PE-TS-491- 167-A001 .

Main Supply along with Commissioning spares: Ten (10) months from date of LOAs. Drawing/ documents submission and re-submission shall be as per Technical Specification.

Mandatory Spares: Along with last consignment of main supply.

Services part: Within Six (06) months from the date of availability of respective front. Site front availability will be reckoned as the date when site informs vendor for mobilization of manpower & resources.

Delivery on GeM portal shall be selected as 999 days. Same shall be indicative to suffice the GeM portal requirement.

b) Bidder to be in agreement with clause no. 13.0 to 17.0, 19.0, 20.0-24.0 (General Commercial Terms & Conditions) of GCC BOP (available on www.pem.bhel.com).

iii) PVC:

a) PVC (Price Variation Clause) shall be applicable as per PVC Sheet attached.

b) Bidder to be in agreement with clause no. 45.0 (General Commercial Terms & Conditions) of GCC BOP (available on www.pem.bhel.com).

iv) Contract Performance Bank Guarantee

a) Contract Performance [Bank Guarantee shall be 03%](#) .

Initial ePBG validity	36 months: - Initial e-PBG validity shall be 36 months from PO date for Main supply (Considering delivery period of 10 months+ E&C for 6 Month + 18 months guarantee period + 2 months claim period is already mentioned in GTC cl no. 7.ii GeM 4.0 Version 1.5). However, BG will be released only after completion of all contractual liability or guarantee period whichever is later.
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v) Quantity Variation

- a) Quantity variation shall be +/-10% (As per annexure-VIII of BOP GCC).
b) Bidder to be in agreement with clause no. 6.0 (General Commercial Terms & Conditions) of GCC BOP (available on www.pem.bhel.com).

vi) Miscellaneous

a) Bidders to contact BHEL-PEM (over phone/mail/visit-BHEL-PEM) for any clarification (technical or commercial) at least 05 days before due date of tender opening & get it clarified well before due date so that offers by the bidders may be submitted within due date & time.

b) Pre - Bid meeting may be conducted, if required, and the same shall be communicated through corrigenda for this tender enquiry before technical bid opening.

c) Bidder to note that this is an Open Tender enquiry & PBO/RA participation shall be subject to following condition:

1. Qualifying Technical & Financial Pre-Qualification Requirement.
2. Techno-commercial acceptance of offer by BHEL-PEM.
3. Approval of bidder by End Customer: - Same shall be taken up with end customer based on the

latest credentials/reference list furnished by bidder in the format enclosed with this NIT. Accordingly, bidders are requested to submit credential along with their technical bid.

d) Regarding verification of PQR documents, following shall be part of NIT

“Bidders to ensure that Third party/customer issued certificates being submitted as proof of PQR qualification should have verifiable details of document/certificate issuing authority such as name & designation of Issuing Authority and its organization contact number and e - mail Id etc. In case the same found not available, Purchaser has right to reject such document from evaluation.”

e) Bidders will be asked to comply Govt. of India, Ministry of Power, order no-25-111612018-PG dated 02/07/2020 regarding mandatory testing of all the imported items/equipment's/components.

f) Construction power and construction water: Scope of construction power and water shall be as per provision mentioned in customer tender specification ([refer page attached](#) customer specification page).

g) Clause as per Circular dated 12.10.2020 from Corp Office regarding preventive checks to eliminate suspected cartel formation between suppliers shall be made part of NIT.


h) Bidder to be in agreement with clause no. 1.6 (Instruction to bidders), clause no. 12.0, 14.0 to 30.0, 34.2, 36.0 to 46.0 (General Commercial Terms & Conditions) of GCC BOP (available on www.pem.bhel.com).

i) All other terms & conditions shall be as per GeM bid, selected Terms & Conditions from GeM library, GTC on GeM 4.0 Version 1.5 (applicable as on date) and Additional terms and conditions (ATC).

Technical PQR

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1172408/2022/PS-DEM-MAX

	PROJECT: SIPAT STPS STAGE-II, UNIT-4&5 (2 X 500 MW)- FGD SYSTEM	PE-PQ-491-167-A001	
	PRE-QUALIFICATION REQUIREMENT- MISCELLANEOUS TANKS FOR FGD PACKAGE (SITE FABRICATED)	DATE	22/11/2022
		REV NO	00

1.0	<p>The bidder is required to meet the proven-ness criteria and /or qualification requirement for Miscellaneous Tanks(Site fabricated) as per criteria stipulated below:</p> <ul style="list-style-type: none"> Bidder should have engineered, supplied, erected, tested and commissioned at least one (1) number of vertical cylindrical storage tank of capacity not less than 500cum. <p>The above system/tank should have been in successful operational for minimum one (1) year as on the date of techno-commercial bid opening of the subject enquiry.</p>
2.0	<p>The supplier has to submit following supporting documents meeting above mentioned pre-qualifying requirement</p> <p>Copy of minimum one (1) performance certificates (in English) from end user along with copy of related Purchase Orders (PO) or Letter of intents (LOI) or Letter of Awards (LOA) or Work Orders (WO) in support of PQR clause at S.No.1.0 above.</p>
3.0	<p>Bidder shall submit design documents to substantiate technical parameters specified in PQR, if the same is not mentioned in performance certificate/purchase order.</p>
4.0	<p>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.</p>
5.0	<p>Notwithstanding anything stated above, BHEL reserves the right to assess the capabilities and capacity of the bidder to perform the contract, should the circumstances warrant such assessment in the overall interest of BHEL.</p>
6.0	<p>Consideration of offer shall be subject to customer's approval of bidders, if applicable.</p>
7.0	<p>After satisfactory fulfilment of all the above criteria/ requirement, offer shall be considered for further evaluation as per NIT and all the other terms of the tender.</p> <p>The supply of Agitator is included in the scope of the bidder for the Miscellaneous Tanks Package. There is a Sub-QR requirement of Agitator and the bidder may/may not be manufacturer of agitator. The successful bidder for the Miscellaneous tanks Package will place order on Agitator manufacturer who meets the Sub-QR requirement as per Cl. No.9 & Annexure-1. However, the credentials of the agitator manufacturer shall not be considered for the evaluation of the bids in the present tender.</p>
8.0	<p>Sub-Qualification Requirement (Sub-QR) for Agitator:</p> <p>The agitators proposed to be supplied for this package shall be sourced from manufacturer(s) having previously designed and manufactured agitators (vertical and horizontal) in a Wet Limestone based FGD application in Coal fired power plant, which is in successful operation for a period of not less than one (1) year as on 06.04.2021. The rating of the Agitator shall not be less than that supplied for 500 MW or higher size unit for similar application.</p> <p>In case the proposed sub-vendor for agitator is not meeting above clause, it shall fulfil the requirement placed at Annexure-1 pertaining to the Proven-ness criteria for Agitators for the Flue Gas Desulphurisation System.</p>

(Prepared By)

(Checked By)

(Approved By)


Annexure-1

1. A JV / Subsidiary Company formed for manufacturing and supply of equipment(s) as listed at clause no. 8.0 of document no. PE-PQ-491-167-A001 in India can also manufacture such equipment(s), provided that it has a valid collaboration or licensing agreement for design, engineering, manufacturing of such equipment(s) in India with a qualified equipment manufacturer who meets the requirements stipulated at the said clause (or the technology provider of the qualified equipment manufacturer) for the respective equipment(s).

Further, in such a case, such qualified equipment manufacturers should have, directly or indirectly through its holding company/ subsidiary company, at least 26% equity participation in the Indian Joint Venture Company/ Subsidiary Company, which shall be maintained for a lock-in period of seven (7) years from the date of incorporation of such Joint Venture/ Subsidiary or up to the end of defect liability period of the contract, whichever is later.

2. In case the proposed sub-vendor is not manufacturer of proven Agitators as per clause no. 8.0 of document no. PE-PQ-491-167-A001, but is a manufacturer of Agitators for similar process/duty application in petrochemical or metals and mining industry, the proposed sub-vendor shall also be considered qualified for manufacturing Agitators, provided it has collaboration or valid licensing agreement for design, engineering, manufacturing, supply of such Agitators in India with such manufacturer who meets the requirements stipulated at clause no. 8.0 of document no. PE-PQ-491-167-A001.
3. Before taking up the manufacturing of such equipment(s) as per clause 1 & 2 above, proposed sub-vendor must create (or should have created) manufacturing and testing facilities at its works as per Collaborator / licensor's design, manufacturing and quality control system for such equipment's duly certified by the Collaborator / licensor. Further, the Collaborator / Licensor shall provide (or should have provided) all design, design calculation, manufacturing drawings and must provide (or should have provided) technical and quality surveillance assistance and supervision during manufacturing, erection, testing, commissioning of equipments.
4. BHEL/NTPC reserves the right to fully satisfy himself regarding capability and capacity of the proposed arrangement and may prescribe additional requirement before allowing manufacture of the equipment listed above for this contract.

Financial PQR

	PRE - QUALIFYING REQUIREMENTS
ENQUIRY NO:	
PROJECT:	2*500 MW NTPC SIPAT TPS STAGE-II FGD

PACKAGE:

MISC TANKS(SITE FABRICATED)

CRITERIA FOR EVALUATION - FINANCIAL :

	Amount (in Rs.)
Average annual financial turnover during the last Three Financial Years should not be less than RUPEES TWO CRORES AND TEN LAKHS ONLY	Rs. 2,10,00,000

Notes:-

a) The bidder has to submit financial accounts (audited, if applicable comprising of Audit report, Balance Sheet, Profit & Loss A/c Statement and Notes/Schedules pertaining to Turnover/Sales/Revenue), for last three years (or from the date of incorporation, whichever is less) as on tender due date to review the above criteria. In case the incorporation of vendor is less than 3 years, average annual financial turnover shall be calculated based on available information as below:-

i) If the accounts are available for ≤ 1 Financial Year, the Average Annual Turnover shall be calculated based on available information divided by 1 (One).

ii) If the accounts are available for >1 but ≤ 2 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 2 (Two).

iii) If the accounts are available for >2 but ≤ 3 Financial Years, the Average Annual Turnover shall be calculated based on available information divided by 3 (Three).

b) Foreign bidder is to submit a latest report from reputed third party business rating agency like Dun & Bradstreet, Credit reform etc. in addition to the documents mentioned at point (a) above for review of above criteria.

c) Other Income shall not be considered for arriving at Annual Turnover/Sales. For evaluation purpose, turnover figure excluding taxes shall be considered.

d) For evaluation of foreign bidder, exchange rate (TT selling rate of SBI) as on scheduled date of tender opening (Part-I bid in case of two part bid) shall be considered.

PRICE ADJUSTMENT FORMULA FOR SUPPLY PORTION

Reference: Circular No. 34 of 2021-22 issued by SS&P, Ref:AA:SSP:PP:PVC dated 23/03/2022

- (1) The price adjustment formula is defined for price components related to Main Supply package.
- (2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = 0.7 \times EC0 \{F + a \times A1m / A0m + Lb \times L1 / L0\} + 0.3 \times EC0 \{F + a \times A'1g / A'0g + Lb \times L1 / L0\}$$

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA/ PO.

(i) 'F' shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.

(ii) 'a' shall be co-efficient which shall be considered as 0.6

(iii) A1m & A0m shall be Wholesale Price Index for "MANUFACTURE OF BASIC METALS" as published in RBI Bulletin, Sl.no. 1.3.14 and A1g & A0g are as per "BASIC CHEMICALS" as published in RBI Bulletin, Sl. No. 1.3.10 respectively, Base: 2011-12 = 100

(iv) 'Lb' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.25

(v) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vi) For the indices,

Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month before the month in which delivery is required to be made as per the Purchase Order or its amendments issued. The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964

PRICE ADJUSTMENT FORMULA FOR MANDATORY SPARES PORTION

- (1) The price adjustment formula is defined for price components related to Mandatory Spares Portion.
- (2) The amount of price adjustment shall be computed as under:

$$EC = EC1 - EC0$$

EC1 will be computed as follows:

$$EC1 = EC0 \{F + a \times A1m / A0m + Lb \times L1 / L0\}$$

Where

EC = Adjustment in Ex-Works supply Price.

EC1 = Adjusted Amount of Ex-Works supply Price.

EC0 = Ex-Works supply Price as per LOA/ PO.

(i) 'F' shall be fixed portion of the Ex-Works supply Price and shall be considered as 0.15.

(ii) 'a' shall be co-efficient which shall be considered as 0.6

(iii) A1m & A0m shall be Wholesale Price Index for "MANUFACTURE OF BASIC METALS" as published in RBI Bulletin, SI.no. 1.3.14.

(iv) 'Lb' shall be co-efficient for labour component in the Ex-Works Component of the supply Price which shall be considered as 0.25

(v) 'L' shall be consumer price index for industrial workers as published by RBI in RBI Bulletin, S.N. 1, Base year 2016=100 (Extract of website is pasted below for reference).

(vi) For the indices,
Subscript '0' refers to indices of the Base Month which shall be taken as the month before the month of the price bid opening.

Subscript '1' refers to indices of the month before the month in which delivery is required to be made as per the Purchase Order or its amendments issued. The latest available indices are to be extrapolated to the above defined month wrt the base month.

Source link of RBI bulletin: https://rbi.org.in/Scripts/BS_ViewBulletin.aspx?Id=20964

PRICE ADJUSTMENT FOR SERVIC PART (E&C)

- (i) The Contract price shall be subject to price adjustment during performance of the Contract to reflect changes in the cost of labour in accordance with the provisions described below:
- (ii) The price adjustment provisions shall be applicable for price components relating to service part (E&C) as per price break-up furnished by the Contractor.
- (iii) Only following components of the Contract Price will be subject to Price adjustment:
(a) Service part (E&C) component of Contract Price.
- (vi) The indices for price adjustment shall be as elaborated hereunder.

- (v) The price adjustment formula for the components of the Contract Price, as mentioned at Sl.No. (iii) above shall be as stipulated hereinafter.

a) Indian Rupee Portion of the Installation Services

$ER = ER1 - ER0$

ER1 will be computed as follows:

$ER1 = ER0 (0.15 + L_b \times (L_1 / L_0))$

Where:

ER = Adjustment to Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the contractor for each billing.

ER1 = Adjusted amount of Erection & Commissioning price component of contract price expressed in Indian Rupees payable to the Contractor.

ER0 = Value of the Erection & Commissioning work done in the billing period, which shall be calculated as under:

For the purpose of computing ER0, each Erection & commissioning bill (service part) during the E & C period up to the 'Completion of the Facilities' shall be calculated as described in this document.

L_b - Coefficient of labour (for all categories) content in the Indian Rupee portion of the erection & commissioning =0.85

L=Indian field labour index namely, all India consumer price index for industrial workers (All India Monthly Average) as published labour bureau, Shimla, Government of India.

For the indices, subscript '0' refers to indices as on date of completion of delivery as per LOA.

Subscript '1' refers to indices as applicable for the month of execution of the E&C work

Note:

1) PVC shall be applicable only beyond original overall completion schedule as per LOA. PVC shall be applicable only if the delay is not attributable to contractor/ vendor. However even if the delay is attributable to vendor then also the negative price variation shall be passed on to BHEL.

2) The price variation shall be limited to +10% of total E&C price (excluding taxes).