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HOME / BIDS

Your Bid GEM/2022/B/1985090 has been published successfully.

Published Bids (2) Published RAs (3) Draft Bids/RAs (1) Bid to RAs BID NUMBER Enter Exact Bid Number

Bid No: GEM/2022/B/1985090

Item(s): Binding Wire-Stainless Steel,Lacing Wire-Stainless...

Specification(S)

Total Participations : 0

Remaining Days :86

THERMAL INSULATION ANCILLARY MATERIAL

Binding Wire-Stainless Steel,Lacing Wire-Stainless Steel,Binding Wire-Galvanised Steel,Lacing Wire-

Start Date: 24-02-2022 15:14:29

End Date: 07-03-2022 16:00:00

Bid Status : Active

Published Ended Finalized

Open Bid

Bid No: GEM/2022/B/1980512

Item(s): Total Price For Design, Manufacture, Notification(S)

Start Date: 23-02-2022 17:07:34

Bid Document

Bid Details	
Bid End Date/Time	07-03-2022 16:00:00
Bid Opening Date/Time	07-03-2022 16:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	75 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10250020-pem, Noida
Total Quantity	420800
Item Category	Binding Wire-Stainless Steel , Lacing wire-Stainless Steel , Binding Wire-Galvanised Steel , Lacing wire-Galvanised Steel , M.S. Straps/Flats , Sealing compound , Self tapping screw with washers-Zinc Coated , Ceramic Fiber paper , MS rivets , Bolts and Nuts , Anodised Aluminium bands , Seals for aluminium bands , GI toggle clips
BOQ Title	THERMAL INSULATION ANCILLARY MATERIAL
Years of Past Experience required	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Past Performance	80 %
Bid to RA enabled	Yes
RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
Primary product category	Binding Wire-Stainless Steel
Time allowed for Technical Clarifications during technical evaluation	7 Days

Bid Details

Payment Timelines	Payments shall be made to the Seller within 60 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	5.00
Duration of ePBG required (Months).	23

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Dy Manager

10250020-PEM, Noida, Department of Heavy Industry, Bharat Heavy Electricals Limited (BHEL), Ministry of Heavy Industries and Public Enterprises
(Rajendra Prasad Yadav)

Splitting

Bid splitting not applied.

Reserved for Make In India products

Reserved for Make In India products	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is

made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 80% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

Binding Wire-Stainless Steel (400)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	400	90

Lacing Wire-Stainless Steel (300)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Binding Wire-Galvanised Steel (4300)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Additional Specification Documents

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Lacing Wire-Galvanised Steel (3600)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	3600	90

M.S. Straps/Flats (6700)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	6700	90

Sealing Compound (700)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Additional Specification Documents

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1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	700	90

Self Tapping Screw With Washers-Zinc Coated (321600)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Additional Specification Documents

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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	321600	90

Ceramic Fiber Paper (700)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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MS Rivets (60300)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Additional Specification Documents

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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	60300	90

Bolts And Nuts (5100)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
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Additional Specification Documents

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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	5100	90

Bolts And Nuts (5100)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Additional Specification Documents

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Bolts And Nuts (5100)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

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BOQ Detail Document	View File

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Additional Specification Documents

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Anodised Aluminium Bands (5400)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Additional Specification Documents

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Seals For Aluminium Bands (500)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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GI Toggle Clips (1000)

(Minimum 50% Local content required for qualifying as Class 1 Local Supplier)

Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Additional Specification Documents

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Sumit Gupta	425307,Construction Manager, Bharat Heavy Electricals Limited c/o Chief Engineer / Dy. Chief Engineer (Projects) Maharashtra State Power Generation Co. Ltd Bhusawal Thermal Power Station, Unit-6 Bhusawal, Dist. Jalgaon (MS) Pin-425307 (Maharashtra)	1000	90

Buyer Added Bid Specific Terms and Conditions

1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

2. Generic

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

3. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to

increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

4. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

5. **Certificates**

The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

6. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

7. **Inspection**

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): at Vendor's works by TPIA

Post Receipt Inspection at consignee site before acceptance of stores: NA

8. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

ANNEXURE -I

Additional clauses of NIT

1. Dispatch Markings: -

Each box shall be marked with Capital Letters in "Red" indicating the PEM supply (Main Supply OR Commissioning spare) for 1 X 660 MW MAHAGENCO BHUSAWAL Thermal Power Station Project. Each package delivered under the Contract shall be marked by Supplier and such marking must be distinct and in English Language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification. Besides above necessary, packing shall bear a special marking `TOP`, `BOTTOM`, 'DO NOT TURN OVER", "KEEP DRY", "HANDLE WITH CARE", etc.

IMPORTANT

- Two copies of respective standard manufacturer's erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also
- The Packing list details for the consignment must be put inside the Box /Boxes.

2. Liquidated Damages: -

a) **Main Supply:-** Purchaser reserves the right to recover from the Seller / Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total main supply & commissioning spares contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply & commissioning Spares contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

NOTE:

i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.

ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.

iv. The sum specified above is not a penalty but a genuine pre -estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.

3. Risk & Cost Purchase

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases :

i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;

ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;

iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;

iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;

v) Termination of Contract on account of any other reason (s) attributable to Seller.

vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;

viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;

ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;

x) Non-compliance to any contractual condition or any other default attributable to Seller .

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

3.1 **Risk & Cost Amount against Balance Work**

Risk & Cost amount against balance work shall be calculated as follows :

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any .

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

3.2 **Balance scope of work (in case of termination of contract):**

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract ', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract . If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract

quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

3.3 **LD against delay in executed work in case of Termination of Contract**

LD against delay in executed work shall be calculated in line with above LD clause, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

Method for calculation of LD against delay in executed work in case of termination of contract " is given below.

i. Let the time period from scheduled date of start of work till termination of contract excluding the period of

Hold (if any) not attributable to contractor = T1

ii. Let the value of executed work till the time of termination of contract = X

iii. Let the Total Executable Value of work for which inputs /fronts were made available to contractor and were

planned for execution till termination of contract = Y

iv. Delay in executed work attributable to contractor i.e. $T2 = [1-(X/Y)] \times T1$

v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to

contractor taking "X" as Contract Value and "T2" as period of delay attributable to contractor .

3.4 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract .

b) Dues payable to seller against other contracts in the same Region /Unit/ Division of BHEL.

c) Dues payable to seller against other contracts in the different Region /Unit/ division of BHEL.

In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

4. For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately), Insurance Intimation to underwriter through email/fax, Dispatch Clearance.

B. Following ATC available in GEM shall also be part of NIT: -

i. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

ii. Bidders are advised to check applicable GST on their own before quoting . Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

iii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered . In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

iv. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.

v. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

Additional Terms and Conditions for subject Tender Enquiry to be complied by Bidders for Consideration in this tender:

- A.** 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. In case the same is found not available, BHEL has the right to reject such document from evaluation.
- B.** "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline date 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipment's etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start up /MSME".
- C. Guarantee & Warrantee** shall be as per Cl. No. 10 of GTC on GeM for the bid . However, Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract for Main Supply.
- D.** Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM).
- E. Terms of Delivery** shall be as per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site basis including loading/unloading) . However, unloading of items (at delivery point) shall be in the scope of buyer. Insurance shall be in seller scope. Bidder to quote prices accordingly.
- F.** Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter.
- G.** Bidder has to provide the details as per TECHNICAL PQR (attached with Specifications of product catalogue) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements'. The terms of technical PQR shall prevail in conflict (if any).
- H.** PQR criteria uploaded with Buyer uploaded Bid Specific document shall prevail Value of Experience criteria and Past performance parameter mentioned in GeM bid.
- I.** "Due to COVID-19 pandemic condition prevailing in the country BHEL/PEM may go for Remote Inspection of Offered items if required. Vendors are requested to be equipped with the facilities /gadgets as indicated in the guidelines available at : <https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf> to take up the inspection remotely.
- J. Inspection call to be raised by bidder on BHEL CQIR portal** (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.
- When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser .
- Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.
- K.** All Bidders shall be required to submit applicable Freight % & GST % included in their prices during clarification stage of Tender.
- L.** Performance Bank Guarantee: shall be as per Cl. No. 7 of GTC of GeM. Performance Security amount shall be @5% of the value of contract value .
- In case any benefit with respect to BG reduction is applicable at later stage for Bhusawal project, then similar benefit shall be passed onto the bidders for subject tender as well.
- M. Payment Terms:** For Supply Portion: - As per clause no. 12 (i) of GTC on GeM.

Supplier has to provide original+1 copy of Tax invoice, Packing List, LR /RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.

N. Offline payment mode shall be selected. Payment will be released within 60 days after submission of complete documents (45 days for vendors qualified and registered as Micro or Small as per MSME Act).

O. Bid reserved for Make in India products: - Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document as 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification (as per enclosed annexure-IV) as per para 9 of PP-MII order revision dated 16.09.2020.

P. This is conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to following: -

(i) Techno-Commercial evaluation/recommendation by BHEL.

(ii) Qualification of Technical PQR

(iii) Offered item should mandatorily conform to PP-MII order provisions.

(iv) Approval of vendor from end Customer (MAHAGENCO). shall be taken up by BHEL-PEM with customer. Bidders who are not approved from MAHAGENCO (end customer) should furnish the credentials as per MAHAGENCO (end customer) format - (Annexure -A) along with their bid.

Q. Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details.

R. The Bidder has to declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s) .This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

S. Bidders to ensure the following: -

• Ensure compliance to Ministry of Power (MoP) Order No. 11/05/2018-Coord. dt. 28/07/2020, if applicable.

• Ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.

• to submit "Model Certificate for Tenders" as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. Bidder to submit the following undertaking on their letter head duly signed from the highest competent authority at your end (i.e Owner, partner, CMD, Director etc.)

Note: - This bidder is to be replaced with bidders' organizational name.

T. Delivery Period: Delivery Days mentioned in GeM bid shall be indicative only for fulfillment of GeM portal requirement. (90 days*). However, Delivery shall be within 90 days from the date of BHEL manufacturing clearance

* If there is delay from buyer side in giving BHEL Manufacturing clearance - the delivery period shall be refixed for the period of delay in Manufacturing clearance. Material shall be dispatched by vendor after issuance of MDCC by BHEL only.

U. Instructions to Packing List (annexure -III) and Certification reg. Local content (annexure -IV) to be

complied by bidders.

V. Quantity Variation: - Maximum Qty Variation shall be quantity variations as +10%, bidder to quote accordingly.

W. The following Price Variation Clause (PVC) for Al. seals and bands shall be applicable-

“PVC shall be payable on the date of dispatch, in the ratio of 1 :1 based on Nalco CG Grade Aluminium Ingot (IC-20). NALCO CG Ingot rate is available on internet on NALCO site, which shall be followed. While quoting, vendor has to confirm the base NALCO CG Ingot rate. Price offers of all the bidders shall be evaluated on the same base rate of Ingot. PVC formula as above shall be operated for bringing all price offers on same Ingot base rate for evaluation of offer.”

There is no PVC maximum limit, as same is linked with actual material ingot rate as on date.

X. All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid from GeM library and GTC version (1.21) available on GeM Portal on enquiry floating date shall be applicable.

9. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. If any seller has any objection / grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---

Project: - 1x 660 MW BHUSAWAL TPS
Package: - THERMAL INSULATION - ANCILLARY MATERIAL
GeM BID No. GEM/2022/B/1985090, Dtd. 24.02.2022.
ANNEXURE -I

Additional clauses of NIT

1. Dispatch Markings: -

Each box shall be marked with Capital Letters in “Red” indicating the PEM supply (Main Supply OR Commissioning spare) for 1 X 660 MW MAHAGENCO BHUSAWAL Thermal Power Station Project. Each package delivered under the Contract shall be marked by Supplier and such marking must be distinct and in English Language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification. Besides above necessary, packing shall bear a special marking `TOP`, `BOTTOM`, ‘DO NOT TURN OVER”, “KEEP DRY”, “HANDLE WITH CARE”, etc.

IMPORTANT

- Two copies of respective standard manufacturer’s erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also
- The Packing list details for the consignment must be put inside the Box/Boxes.

2. Liquidated Damages: -

a) **Main Supply:-** Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total main supply & commissioning spares contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply & commissioning Spares contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

NOTE:

i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.

ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended

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order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.

iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.

3. Risk & Cost Purchase

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;

ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;

iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;

iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;

v) Termination of Contract on account of any other reason (s) attributable to Seller.

vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;

viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;

ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;

x) Non-compliance to any contractual condition or any other default attributable to Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

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3.1 Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

3.2 Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract

quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

3.3 LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with above LD clause, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

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Method for calculation of LD against delay in executed work in case of termination of contract” is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed work till the time of termination of contract = X
- iii. Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv. Delay in executed work attributable to contractor i.e. $T2 = [1-(X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking “X” as Contract Value and “T2” as period of delay attributable to contractor.

3.4 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

- a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.
- b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.
- c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

4. For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately), Insurance Intimation to underwriter through email/fax, Dispatch Clearance.

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B. Following ATC available in GEM shall also be part of NIT: -

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- iii.** Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
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- v.** While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

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Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days

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- to submit “Model Certificate for Tenders” as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. Bidder to submit the following undertaking on their letter head duly signed from the highest competent authority at your end (i.e Owner, partner, CMD, Director etc.)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.”

Note: - This bidder is to be replaced with bidders' organizational name.

- T. Delivery Period:** Delivery Days mentioned in GeM bid shall be indicative only for fulfillment of GeM portal requirement. (90 days*). However, Delivery shall be within 90 days from the date of BHEL manufacturing clearance
- * If there is delay from buyer side in giving BHEL Manufacturing clearance - the delivery period shall be refixed for the period of delay in Manufacturing clearance. Material shall be dispatched by vendor after issuance of MDCC by BHEL only.
- U.** Instructions to Packing List (annexure –III) and Certification reg. Local content (annexure –IV) to be complied by bidders.
- V. Quantity Variation:** - Maximum Qty Variation shall be quantity variations as +10%, bidder to quote accordingly.
- w.** The following Price Variation Clause (PVC) for Al. seals and bands shall be applicable-
- “PVC shall be payable on the date of dispatch, in the ratio of 1:1 based on Nalco CG Grade Aluminium Ingot (IC-20). NALCO CG Ingot rate is available on internet on NALCO site, which shall be followed. While quoting, vendor has to confirm the base NALCO CG Ingot rate. Price offers of all the bidders shall be evaluated on the same base rate of Ingot. PVC formula as above shall be operated for bringing all price offers on same Ingot base rate for evaluation of offer.”
- There is no PVC maximum limit, as same is linked with actual material ingot rate as on date.
- X.** All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid from GeM library and GTC version (1.21) available on GeM Portal on enquiry floating date shall be applicable.

THERMAL INSULATION - ANCILLARY MATERIAL

GeM Tender Enquiry for THERMAL INSULATION - ANCILLARY MATERIAL for 1x 660 MW BHUSAWAL Project

Index of Annexures

Sl. No.	Description	Annexures
1.	Additional terms and conditions	Annexure I
2.	An undertaking regarding Model Clauses	Annexure II
3.	Instruction to Packing List	Annexure III
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5.	DOCUMENT REQUIRED FOR CUSTOMER APPROVAL	-
6.	BOQ	-
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Project: - 1x 660 MW BHUSAWAL TPS

Package: - THERMAL INSULATION - ANCILLARY MATERIAL

GeM BID No....., Dtd.

ANNEXURE -I

Additional clauses of NIT

1. Dispatch Markings: -

Each box shall be marked with Capital Letters in “Red” indicating the PEM supply (Main Supply OR Commissioning spare) for 1 X 660 MW MAHAGENCO BHUSAWAL Thermal Power Station Project. Each package delivered under the Contract shall be marked by Supplier and such marking must be distinct and in English Language (all previous irrelevant markings being carefully obliterated). Such marking shall show the description and quantity of contents, the name and address of consignee, the Gross weight and Net weight of the package, the name of the Supplier, PEM P.O. reference number, with a distinctive number of mark sufficient for purposes of identification. Besides above necessary, packing shall bear a special marking `TOP`, `BOTTOM`, ‘DO NOT TURN OVER”, “KEEP DRY”, “HANDLE WITH CARE”, etc.

IMPORTANT

- Two copies of respective standard manufacturer’s erection instruction/operation instruction manual shall be kept in each package / container for immediate reference by BHEL site and same shall be reflected in packing slip also
- The Packing list details for the consignment must be put inside the Box/Boxes.

2. Liquidated Damages: -

a) **Main Supply:-** Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total main supply & commissioning spares contract price excluding GST per week or part thereof, subject to a maximum of ten(10) percent of the total main supply & commissioning Spares contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.

NOTE:

i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.

ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).

iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended

Project: - 1x 660 MW BHUSAWAL TPS

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order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.

iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.

3. Risk & Cost Purchase

BHEL reserves the right to terminate the contract or withdraw portion of work and get it done through other agency, at the risk and cost of the contractor after due notice of a period of 14 days' by BHEL in any of the following cases:

i) If the Seller/Contractor fails to deliver the goods or materials or any instalment thereof within the period(s) fixed for such delivery or the Seller's poor progress of the supply/ services vis-à-vis delivery/execution timeline as stipulated in the Contract, backlog attributable to seller including unexecuted portion of supply does not appear to be executable within balance available period;

ii) Delivers goods or materials not of the contracted quality and failing to adhere to the contract specifications;

iii) Withdrawal from or repudiation/ abandonment of the supply/ services by Seller before completion as per contract or if the Seller refuses or is unable to supply goods or materials covered by the Order/Contract either in whole or in part or otherwise fails to perform the Order/Contract;

iv) Non-supply by the Seller within scheduled completion/delivery period as per Contract or as extended from time to time, for the reasons attributable to the Seller;

v) Termination of Contract on account of any other reason (s) attributable to Seller.

vi) Assignment, transfer, subletting of Contract without BHEL's written permission resulting in termination of Contract or part thereof by BHEL.

vii) If the Seller be an individual or a sole proprietorship Firm, in the event of the death or insanity of the Seller;

viii) If the Seller/Contractor being an individual or if a firm on a partnership thereof, shall at any time, be adjudged insolvent or shall have a receiving order for administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any assignment of the Order/Contract or enter into any arrangement or composition with his creditors or suspend payment or if the firm dissolved under the Partnership Act;

ix) If the Seller/Contractor being a company is wound up voluntarily or by order of a Court or a Receiver, Liquidator or Manager on behalf of the debenture holders and creditors is appointed or circumstances shall have arisen which entitles the Court of debenture holder and creditors to appoint a receiver, liquidator or manager;

x) Non-compliance to any contractual condition or any other default attributable to Seller.

Such defaulting vendor/Seller shall not be eligible to participate in re-tendering conducted on account of risk purchase made due to fault of such vendor/Seller.

Project: - 1x 660 MW BHUSAWAL TPS

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3.1 Risk & Cost Amount against Balance Work:

Risk & Cost amount against balance work shall be calculated as follows:

$$\text{Risk \& Cost Amount} = [(A-B) + (A \times H/100)]$$

Where,

A= Value of Balance scope of Work (*) as per rates of new contract

B= Value of Balance scope of Work (*) as per rates of old contract being paid to the contractor at the time of termination of contract i.e. inclusive of PVC & ORC, if any.

H = Overhead Factor to be taken as 5

In case (A-B) is less than 0 (zero), value of (A-B) shall be taken as 0 (zero).

3.2 Balance scope of work (in case of termination of contract):

Difference of Contract Quantities and Executed Quantities as on the date of issue of Letter for 'Termination of Contract', shall be taken as balance scope of Work for calculating risk & cost amount.

Contract quantities are the quantities as per original contract. If, Contract has been amended, quantities as per amended Contract shall be considered as Contract Quantities.

Items for which total quantities to be executed have exceeded the Contract Quantities based on drawings issued to contractor from time to time till issue of Termination letter, then for these items total Quantities as per issued drawings would be deemed to be contract quantities.

Substitute/ extra items whose rates have already been approved would form part of contract quantities for this purpose.

Substitute/ extra items which have been executed but rates have not been approved, would also form part of contract quantities for this purpose and rates of such items shall be determined in line with contractual provisions.

However, increase in quantities on account of additional scope in new tender shall not be considered for this purpose.

NOTE: In case portion of work is being withdrawn at risk & cost of contractor instead of termination of contract, contract

quantities pertaining to portion of work withdrawn shall be considered as 'Balance scope of work' for calculating Risk & Cost amount.

3.3 LD against delay in executed work in case of Termination of Contract:

LD against delay in executed work shall be calculated in line with above LD clause, for the delay attributable to contractor. For limiting the maximum value of LD, contract value shall be taken as Executed Value of work till termination of contract.

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Method for calculation of LD against delay in executed work in case of termination of contract” is given below.

- i. Let the time period from scheduled date of start of work till termination of contract excluding the period of Hold (if any) not attributable to contractor = T1
- ii. Let the value of executed work till the time of termination of contract = X
- iii. Let the Total Executable Value of work for which inputs/fronts were made available to contractor and were planned for execution till termination of contract = Y
- iv. Delay in executed work attributable to contractor i.e. $T2 = [1-(X/Y)] \times T1$
- v. LD shall be calculated in line with LD clause (clause 16) of the Contract for the delay attributable to contractor taking “X” as Contract Value and “T2” as period of delay attributable to contractor.

3.4 Recoveries arising out of Risk & Cost and LD or any other recoveries due from Contractor

Without prejudice to the other means of recovery of such dues from the Seller recoveries from the Seller on whom risk & cost has been invoked shall be made from the following:

- a) Dues available in the form of Bills payable to seller, SD, BGs against the same contract.
- b) Dues payable to seller against other contracts in the same Region/Unit/ Division of BHEL.
- c) Dues payable to seller against other contracts in the different Region/Unit/ division of BHEL.

In-case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against contractor.

4. For recognition of dispatch, vendor to submit following documents to BHEL by e-mail/ fax immediately on dispatch: - GST compliant invoice, LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor, Packing List (Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately), Insurance Intimation to underwriter through email/fax, Dispatch Clearance.

Project: - 1x 660 MW BHUSAWAL TPS

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B. Following ATC available in GEM shall also be part of NIT: -

- i. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
- ii. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- iii. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- iv. The bidder is required to upload, along with the bid, all relevant certificates such as BIS license, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
- v. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

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Additional Terms and Conditions for subject Tender Enquiry to be complied by Bidders for Consideration in this tender:

- A.** 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. In case the same is found not available, BHEL has the right to reject such document from evaluation.
- B.** "This item /package/system falls under the list of items defined in para 3 of ministry of finance guideline date 20.09.16 (procurement of items related to public safety, health, critical security operations and Equipment's etc.) & hence criteria of prior experience /turnover shall be same for all bidders including start up /MSME".
- C.** **Guarantee & Warrantee** shall be as per Cl. No. 10 of GTC on GeM for the bid. However, Guarantee & Warrantee time period shall be 18 months from the date of last supply in the contract for Main Supply.
- D.** Evaluation shall be on the basis of total all inclusive, landed price at consignee destination (Refer cl. No. 6 of GTC on GEM).
- E.** **Terms of Delivery** shall be as per cl. No. 13 of GTC on GeM (i.e. Free Delivery at site basis including loading/unloading). However, unloading of items (at delivery point) shall be in the scope of buyer. Insurance shall be in seller scope. Bidder to quote prices accordingly.
- F.** Further, w.r.t. Transit Insurance supplier has to inform the details of dispatches (such as Policy No., Consignee Name, Consignment Packing details, Project Name, Purchase Order No., LR No. & date, Invoice No. & date, Dispatch Origin & destination details etc.) to policy underwriter.
- G.** Bidder has to provide the details as per TECHNICAL PQR (attached with Specifications of product catalogue) in its offer and has to note that bids of only those bidders shall be evaluated who meet the Technical Pre-Qualifying requirements'. The terms of technical PQR shall prevail in conflict (if any).
- H.** PQR criteria uploaded with Buyer uploaded Bid Specific document shall prevail Value of Experience criteria and Past performance parameter mentioned in GeM bid.
- I.** "Due to COVID-19 pandemic condition prevailing in the country BHEL/PEM may go for Remote Inspection of Offered items if required. Vendors are requested to be equipped with the facilities/gadgets as indicated in the guidelines available at : <https://pem.bhel.com/Documents/VendorSection/Vendor/Guidelines.pdf> to take up the inspection remotely.
- J.** **Inspection call to be raised by bidder on BHEL CQIR portal** (details shall be shared at the of execution of order) and Inspection agency shall attend at the inspection within seven (07) days of the date on which the material is notified as being ready. In case of delay in witnessing of inspection beyond stipulated time (i.e. 7 days from the date on which the material is notified as being ready), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in carrying out inspection. If BHEL is not able to witness inspection up to 15 days then in addition to delay beyond stipulated period, extension in delivery time of 07 days for arranging fresh inspection will be given.

When the tests have been satisfactorily completed at Seller/ Contractor's works, the Inspection Agency shall issue an inspection report that effect within seven (07) days after completion of the tests, but if the tests were not witnessed by the Inspection Agency or his representative, the material acceptance report would be issued within seven (07) days after receipt of the test certificates by the Purchaser.

Purchaser will issue MDCC to the Seller/ Contractor within 7 days based on inspection report/ test certificates/Certificate of Conformance as applicable. In case of delay in issuance of MDCC beyond 7 days

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stipulated time (i.e. from the date of successful inspection report), by BHEL arising due to reasons not attributable to vendor, BHEL will extend the delivery period for such delay in issuing MDCC. If BHEL is not able to issue MDCC up to 15 days then in addition to delay beyond stipulated period, 7 days' additional time shall be given to vendor to facilitate the vendor for arranging logistics arrangements.

K. All Bidders shall be required to submit applicable Freight % & GST % included in their prices during clarification stage of Tender.

L. Performance Bank Guarantee: shall be as per Cl. No. 7 of GTC of GeM. Performance Security amount shall be @5% of the value of contract value.

In case any benefit with respect to BG reduction is applicable at later stage for Bhusawal project, then similar benefit shall be passed onto the bidders for subject tender as well.

M. Payment Terms: For Supply Portion: - As per clause no. 12 (i) of GTC on GeM.

Supplier has to provide original+1 copy of Tax invoice, Packing List, LR/RR or AWB, CRAC, Insurance intimation, Guarantee Certificate, E-way bill (as applicable) for payment.

N. Offline payment mode shall be selected. Payment will be released within 60 days after submission of complete documents (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).

O. Bid reserved for Make in India products: - Procurement under this bid is reserved for purchase from Class 1 local suppliers as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document as 50%. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected.

Regarding verification of local content, the local supplier at the time of tender, bidding or solicitation shall be required to provide certification (as per enclosed annexure-IV) as per para 9 of PP-MII order revision dated 16.09.2020.

P. This is conditional tender enquiry. Financial bid opening (Part-II) of a bidder shall be subjected to following: -

(i) Techno-Commercial evaluation/recommendation by BHEL.

(ii) Qualification of Technical PQR

(iii) Offered item should mandatorily conform to PP-MII order provisions.

(iv) Approval of vendor from end Customer (MAHAGENCO). shall be taken up by BHEL-PEM with customer.

Bidders who are not approved from MAHAGENCO (end customer) should furnish the credentials as per MAHAGENCO (end customer) format - (Annexure -A) along with their bid.

Q. Consignee Details (for PRC - Provisional Receipt Certificate & CRAC - Consignee's Receipt cum Acceptance Certificate, as applicable) shall be as per Project Site official details.

R. The Bidder has to declares that they will not enter into any illegal or undisclosed agreement or understanding, whether formal or informal with other Bidder(s). This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process. In case, the bidder is found having indulged in above activities, suitable action shall be taken by BHEL as per extant policies/guidelines.

S. Bidders to ensure the following: -

Project: - 1x 660 MW BHUSAWAL TPS

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- Ensure compliance to Ministry of Power (MoP) Order No. 11/05/2018 Coord. dt. 28/07/2020, if applicable.
- Ensure compliance of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020.
- to submit “Model Certificate for Tenders” as per Annexure-III of Ministry of Finance (MoF) Order (Public Procurement No. 1 & 2) F. No. 6/18/2019/PPD dt. 23/07/2020. Bidder to submit the following undertaking on their letter head duly signed from the highest competent authority at your end (i.e Owner, partner, CMD, Director etc.)

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.”

Note: - This bidder is to be replaced with bidders' organizational name.

- T. Delivery Period:** Delivery Days mentioned in GeM bid shall be indicative only for fulfillment of GeM portal requirement. (90 days*). However, Delivery shall be within 90 days from the date of BHEL manufacturing clearance
- * If there is delay from buyer side in giving BHEL Manufacturing clearance - the delivery period shall be refixed for the period of delay in Manufacturing clearance. Material shall be dispatched by vendor after issuance of MDCC by BHEL only.
- U.** Instructions to Packing List (annexure –III) and Certification reg. Local content (annexure –IV) to be complied by bidders.
- V. Quantity Variation:** - Maximum Qty Variation shall be quantity variations as +10%, bidder to quote accordingly.
- w.** The following Price Variation Clause (PVC) for Al. seals and bands shall be applicable-
- “PVC shall be payable on the date of dispatch, in the ratio of 1:1 based on Nalco CG Grade Aluminium Ingot (IC-20). NALCO CG Ingot rate is available on internet on NALCO site, which shall be followed. While quoting, vendor has to confirm the base NALCO CG Ingot rate. Price offers of all the bidders shall be evaluated on the same base rate of Ingot. PVC formula as above shall be operated for bringing all price offers on same Ingot base rate for evaluation of offer.”
- There is no PVC maximum limit, as same is linked with actual material ingot rate as on date.
- X.** All other terms & conditions shall be as per selected Additional Terms & Conditions for subject bid from GeM library and GTC version (1.19) available on GeM Portal on enquiry floating date shall be applicable.

Project: - 1x 660 MW BHUSAWAL TPS
Package: - THERMAL INSULATION - ANCILLARY MATERIAL
GeM BID No....., Dtd.

An undertaking regarding Model Clauses (To be provided alongwith bid)

Refer,

PROJECT	:- 1 x 660 MW MAHAGENCO BHUSAWAL TPS
PACKAGE	:- THERMAL INSULATION - ANCILLARY MATERIAL
Primary product category on GeM	:-
BID No. (Through GeM)	:-, Dtd.

M/s

Reference:

TO WHOM SO IT MAY CONCERN

This is with reference to Ministry of Finance circular dated 23.07.20 reg. restriction under rule 144 (xi) of GFR.

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I hereby certify that M/s is not from such a country and is eligible to be considered against GeM enquiry no:, **Dtd.**”

Sign & Signature

Date:

Project: - 1x 660 MW BHUSAWAL TPS

Package: - THERMAL INSULATION - ANCILLARY MATERIAL

GeM BID No....., Dtd.

ANNEXURE -III TO INSTRUCTIONS TO PACKING LIST

For faster verification of bills, successful bidder to submit detailed Bill of Material (BOM) at the time of drawings/ documents submission after placement of PO. Each item of the BOM to be uniquely identified with item code no. or item Sl. No. Supplier to ensure that all items which will find separate mention in the packing list are covered in this detailed BOM.

Supplier to also give the following undertaking in the BOM:

“The BOM provided herewith completes the scope (in content and intent) of material supply under PO No. Dated Any additional material which may become necessary for the intended application of the supplied items/package will be supplied free of cost in most reasonable time.

Packing List must indicate:

- a) Packing size
- b) Gross weight and net weight of each package
- c) Contents of the package with cross reference to BOM item code no. / Sl. No.
- d) Quantity of each items separately.

The packing list must cover all the BOM items.

Supplier to give following undertaking in the packing list:

The Packing list provided herewith is as per BOM approved under PO No. ----

Project: - 1x 660 MW BHUSAWAL TPS

Package: - THERMAL INSULATION - ANCILLARY MATERIAL

GeM BID No....., Dtd.

ANNEXURE IV

Letter head of Company

Ref.....

Date.....

To,
Bharat Heavy Electricals Limited
PEM, PPEI Building, Plot No 25,
Sector 16A, Noida (U.P) 201301

Subject: Certification regarding local content

Reference: Tender Enquiry No....., Dtd.

Name of Package: **THERMAL INSULATION - ANCILLARY MATERIAL.**

Dear Sir,

We hereby certify that items offered by us of THERMAL INSULATION - ANCILLARY MATERIAL for 1x 660 MW BHUSAWAL Project, M/s meets the requirement of minimum local content as a class – I local supplier in line with clause of NIT (GeM NIT) and the Public Procurement (Preference to Make in India), Order 2017 dated 15.06.2017, 28.05.2018 & 29.05.2019, 04.06.20 & 16.09.20

We further confirm that details of location at which the local value addition is made will be our registered works at

.....
...(address of the works)

Yours very truly

..... (authorized signatory of company)

..... (firm name)

authorized signatory
of company

DOCUMENT REQUIRED FOR VENDOR APPROVAL FROM END CUSTOMER (MAHAGENCO).


Apart from the attached proforma, various documents are to be obtained from vendors for obtaining their approval from MAHAGENCO for 1 x 660 MW Bhusawal. To avoid reiterations, collated a list of requisite documents as follows which will be used while sending requests for credentials:

i) GST registration certificate
ii) Company registration No. & Incorporation Certificate
iii) PF & ESIC Certificate.
iv) Pan Card copy
v) Atleast one end user performance Certificate along with the same Purchase order*
vi) Latest three years balance sheet (CA certified)
vii) Details (List) of orders completed in last 3 years
viii) Name of Companies where the vendor is registered

***Please ensure that performance certificate and PO are of project greater than 500 MW.**

ANNEXURE A

Maharashtra State Power Generation Company Limited			
Bhusawal Project (1x660MW)			
Proforma of Vendor Approval			
Sr. No.	Information/ Particulars required	Details furnished along with documents thereof	Remarks if any
1	Name of System /Package/Item:		
2	Name of agency on whom order for the main work is placed		
3	Approval for (Name of construction material)		
4	Name of the vendors specified in contract document for this material		
5	Name of the proposed Sub Contractor(Vendor)		
6	Reasons for asking new vendor		
7	Details of supporting documents in lieu of above reasons		
8	Specific requirement of material in terms of dia, size, quantity etc.		
9	When the material is required & for which structure		
10	Whether vendor is Partnership/ Pvt./Public Ltd. Company		
11	Particular of registration with Government		
	i) GST registration No.		
	ii) Company registration No. & Incorporation Certificate		
	iii) PF & ESIC Certificate.		
	iv) Pan No.		
12	Address of vendor's factory		
13	Contact No. of vendor's representative for additional information		
14	Production Business Area		
16	Average annual turnover for last three years as per CA's Certificate		
17	Name of Companies where the vendor is registered		
18	Details of orders completed last 3 years (Quantity & amount)		
19	Details of orders in hand (Quantity & amount)		
20	Maximum value & quantity of work executed during last 3 years		
21	Name of the reputed, well known clients to whom the vendor has supplied the material		
22	End users Performance Certificate (Name & documents) along with the relevant PO.		
23	Any additional information		
24	Recommendation		

	DATA SHEET- A	SPECIFICATION NO. PE-TS-415-169.M038	
	ANCILLARY MATERIALS REQUIRED FOR APPLICATION OF THERMAL INSULATION 1x660MW BHUSAWAL TPP	VOLUME :	
		SECTION: II	
		REV. NO.: 00	DATE: 24.02.2022
		SHEET 1 OF 1	

B.O.M.

Sl. no	ANCILLARY	SPECIFICATION	UNIT	QUANTITY
1	Binding Wire, Stainless Steel	0.9 mm dia. (20 SWG)	Kg	400
2	Lacing wire, Stainless Steel	0.9 mm dia. (20 SWG)	Kg	300
3	Binding Wire, Galvanised Steel	0.9 mm dia. (20 SWG)	Kg	4300
4	Lacing wire, Galvanised Steel	0.9 mm dia. (20 SWG)	Kg	3600
5	M.S. Straps/Flats	20 mm x 3 mm	Kg	6700
6	Sealing compound	----	Kg	700
7	Self-tapping screw with washers -Zinc Coated	8 x 19 mm long	Set	321600
8	Ceramic Fiber paper	3 mm thick	SQM.	700
9	MS rivets	3 mm dia 12 mm long	Nos.	60300
10	Bolts & Nuts	10 mm dia 60 mm long	Set	5100
11	Bolts & Nuts	10 mm dia 40 mm long	Set	5100
12	Bolts & Nuts	10 mm dia 25 mm long	Set	5100
13	Anodised Aluminium bands	20 mm x 0.6 mm	Kg	5400
14	Seals for aluminium bands	To suit Al. bands	Kg	500
15	GI toggle clips (Galvanized iron)	----	Nos.	1000

NOTE:-

1. Bidder to quote/ fill all columns related to applicable taxes, freight etc. separately & individually. No cost is to be made inclusive in Ex. works price or other heads. Non compliance to this may lead to rejection of bid.
2. Bidder to mention the base NALCO ingot rate in the unpriced offer for item at Sl. No. 13 & 14 (proof of base NALCO ingot rate i.e. print out of the base rate from NALCO website to be attached).
3. Quantity Tolerance on total quantity of above items shall be as given below:
 - a) Item no. 1,2,3,4,6 &14: (+)0 Kg / (-)20 Kg
 - b) Item no. 5 & 13: (+)0 Kg / (-)50 Kg
 - c) Item no. 7,10,11 &12: (+)0 Set / (-)50 Set
 - d) Item no. 8: (+)0 SQM / (-)20 SQM
 - e) Item no. 9 &15: (+)0 Nos. / (-)50 Nos.



PRE - QUALIFYING REQUIREMENTS

DOCUMENT NO: PE-TS-415-000-M054

REVISION NO: 00 DATE: 14.02.2022

SHEET: 1 of 2

Standard document No.: PE-TS-999-000-M054

Project: 1X660MW BHUSAWAL TPP

Package: Thermal Insulation- Ancillary Material

CRITERIA FOR EVALUATION (TECHNICAL / FINANCIAL):

1. Technical Pre-Qualifying Requirements:

1.1 The bidder should have supplied Thermal insulation - Ancillary Material (E.g. Wire, Strap, Bands, Sealing compound, Ceramic fiber paper, Screws, Rivets, Bolts & nuts, Toggle clips) for application of thermal insulation on pipe and equipment in a power plant or for similar application.

1.2 The item(s) supplied should have performed successfully in similar installations for at least one year. To establish meeting this requirement, the bidder shall conform to any one of the following clauses:

- (i) Execution of two purchase orders for different End-users with the item(s) performing successfully for one (1) year from date of commissioning to date of bid submission as defined in Notice Inviting Tender (NIT) by BHEL. Different projects of a customer shall be considered as different End-users.
- (ii) Minimum one (1) repeat contract from two (2) different Purchasers (i.e. 2 Nos of Purchase orders from each purchaser). A contract shall be considered as repeat, when the second contract is given by the same purchaser after lapse of minimum one (1) year from purchase order date of first contract.
- (iii) Execution of one (1) purchase order as per sl. no. (i) above from one End-user and one (1) repeat contract from another Purchaser as per sl. No. (ii) above.
- (iv) Three (3) repeat contracts from one (1) Purchaser. Second and third repeat contract shall be after lapse of minimum one (1) & two (2) years respectively from purchase order date of first contract.

1.3 The bidder to furnish the following documents, as applicable, in support of the above:

- a) For point 1.2(i): Performance certificates from End-user (duly signed & dated) specifying that the product is performing successfully for one (1) year from date of commissioning along with correlated purchase order(s).
- b) For point 1.2 (ii) & (iv): Purchase order(s).

1.4 To establish business continuity, bidder to submit minimum two (2) Purchase orders for item(s) as specified in points 1.1 in last 3 (three) years prior to the date of bid submission defined in NIT by BHEL-PEM.

PREPARED BY:

U Singh
14/02/2022

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DESIGNATION: DY. MGR.
DEPT.: PS-PEM/ MPL

REVIEWED BY:

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APPROVED BY:

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NAME: B.K. AGARWAL
DESIGNATION: DH (MPL)



PRE - QUALIFYING REQUIREMENTS

DOCUMENT NO: PE-TS-415-000-M054

REVISION NO: 00 DATE: 14.02.2022

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2.0 Bidder to also comply with general points mentioned below.

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

a) If bidder happens to be an Indian subsidiaries of foreign OEM, then the credentials of the foreign OEM can also be considered for meeting PQR.

b) If bidder happens to be the Joint Venture Company, then the credentials of any of JV partners can be also considered for meeting PQR.

c) If bidder happens to be the having valid collaboration agreement/ MOU/ licensing agreement with some other company, then the credentials of collaborator/ MOU partner/ licensing company can also be considered for meeting PQR.

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

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

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

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

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

2.6 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.

2.7 Bidder 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 email-id etc. In case the same found not available, purchaser has right to reject such document from evaluation.

PREPARED BY:

U Singh
14/02/2022

NAME: UPINDERJEET SINGH
DESIGNATION: DY. MGR.
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DESIGNATION: DH (MPL)


1x660MW BHUSAWAL TPP

**TECHNICAL SPECIFICATION
FOR
THERMAL INSULATION - ANCILLARY MATERIAL**

SPECIFICATION NO: PE-TS-415-169-M038 (REV-00)



**BHARAT HEAVY ELECTRICALS LIMITED, POWER SECTOR
PROJECT ENGINEERING MANAGEMENT
NOIDA, INDIA**

	TITLE: TECHNICAL SPECIFICATION THERMAL INSULATION-ANCILIARY MATERIAL 1X660MW BHUSAWAL TPP	SPECIFICATION NO. PE-TS-415-169-M038
		REV. NO.: 00
		DATE: 14.02.2022
		SHEET: 1 OF 1

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- SPECIFIC TECHNICAL REQUIREMENT

SECTION – II

- DATA SHET- A
- COMPLAINCE SHEET



**SPECIFIC TECHNICAL
REQUIREMENT FOR
THERMAL INSULATION-ANCILLARY
MATERIAL**

SPECIFICATION NO:PE-TS-415-169-M038

SECTION : I

REV. NO. 00

DATE: 15.02.2022

SHEET 1 OF 3

1 GENERAL

This specification covers the design, materials, manufacturing and testing of ancillary materials required for application of thermal insulation on piping and equipment at Vendor's or/ and sub-Vendor's works inclusive of packing requirements. In case of contradiction between Section-I and DataSheet-A of Section-II, DataSheet-A of Section-II will prevail.

2 MATERIALS

- 2.1 All the material to be supplied under this specification shall be new, unused and free from any defects.
- 2.2 Binding wires, stitching wires and lacing wires shall be of galvanized steel (Commercial Grade) conforming to IS:280 / stainless steel (SS304 or superior grade) conforming to IS:6528. All the wires shall be supplied in coil form.
- 2.3 Mild steel flats, lugs etc. shall be of commercial grade as per IS:2062. Flats and lugs shall be supplied in coil form.
- 2.4 Screws used for cladding sheet joints shall be self-tapping type with washers. Both screws and washers shall be zinc coated (Commercial Grade) or stainless steel (SS304 or superior grade) as per requirement of datasheet-A conforming to the applicable standards.
- 2.5 All other materials i.e. bolts & nuts, rivets, aluminium band & seals etc. shall be of commercial grade quality conforming to applicable standards.
- 2.6 Aluminium band & seals etc. shall be of commercial grade quality conforming to IS:737 standard.

2.7 SEALING COMPOUND

Joint sealing compound shall be used between the overlapping of the Protective Cladding Sheet of Thermal Insulation to make cladding joints vapour tight and to prevent Moisture & Water from entering into the insulation. They shall be of self-setting paste type. The sealing compounds shall be suitable for and comply with the following parameters:

- | | |
|-----------------------------|--|
| a) Service Temperature | : To Withstand 100°C |
| b) Approximate weight | : 1.5 Kg / litre |
| c) Viscosity | : Soft Paste |
| d) Drying Time | : 8 hours or as specified by the manufacturer. |
| e) Application | : Trowel or as recommended by the manufacturer |
| f) Average volatile matters | : To be specified by the manufacturer. |

The shelf-life of sealing compound being approximately 1 year, it should be dispatched only after getting clearance from site.



**SPECIFIC TECHNICAL
REQUIREMENT FOR
THERMAL INSULATION-ANCILLARY
MATERIAL**

SPECIFICATION NO:PE-TS-415-169-M038

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2.8 CERAMIC FIBRE PAPER

The ceramic fibre paper shall be as per IS 15402 suitable for and comply with the following parameters:

- | | |
|--|--|
| a) Classification Temperature (°C) | : To be Suitable for a Minimum of 600°C. |
| b) Thickness (mm) | : 3 mm |
| c) Bulk Density (Kg / m ³) | : 128 Kg / m ³ (Minimum) |
| d) Size (mm) | : 1000mm x 500mm |


2.9 Pictorial view of ancillary material items is shown in annexure-1 for better clarity only and actual requirement shall be as per datasheet-A and Technical specification.

3 INSPECTION AND TESTING

- 3.1 All the materials to be supplied under this specification shall be of good quality meeting requirements of applicable standards.
- 3.2 In case of all ancillary materials, supplier shall furnish a certificate that the materials supplied complies with the requirements of applicable standards.

4 PACKING & MARKING

- 4.1 Materials like binding wires and lacing wires shall be packed in Polythene lined hessian.
- 4.2 Bolt & nuts, rivets, screws etc. shall be packed in polythene bags and further shall be packed in wooded boxes. The wooden boxes should be marked with indelible ink.
- 4.3 Sealing compound shall be packed in metallic drums/tins.
- 4.4 Mild steel lugs shall be packed in polythene lined hessian. Mild steel flats shall be wrapped with polythene lined hessian.
- 4.5 Ceramic fiber paper shall be packed in such a way that no moisture can enter even if the packing is kept in the open atmosphere (exposed to rain), by suitably providing polythene covers.
- 4.6 The following details shall be legibly and indelibly marked on all the packages:
- BHEL Purchase order number
 - Project Name
 - Name of supplier
 - Material / Item.
 - Item details (Size / Thickness / Gauge / Dimension)
 - Weight of the package
 - A caution note "Always store under covered shed and on raised platform"

	SPECIFIC TECHNICAL REQUIREMENT FOR THERMAL INSULATION-ANCILLARY MATERIAL	SPECIFICATION NO:PE-TS-415-169-M038
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5 DOCUMENTS REQUIRED ON DISPATCH

Before dispatch of the material the vendor shall furnish the following in original for BHEL review and acceptance.

- a) Material Test certificates.
- b) Shop test reports and certificates.
- c) Vendor to provide soft copy of photos/snaps of duly packed insulation material. The soft copies to be provided by vendor after final inspection of Insulation material. Clearance for dispatch of insulation material will be given only after satisfactory packing conditions from vendor's work.

6 DOCUMENTS TO BE SUBMITTED ALONG WITH OFFER

Bidder shall submit the following documents duly filled, signed and stamped along with the bid:

- a) Compliance sheet
- b) Documents as per the list indicated in the NIT.

The above are the only documents which will be used for technical evaluation unless other documents are asked for during technical clarifications. Any other technical document enclosed with the bid shall be ignored for the purpose of technical evaluation. All other documents attached with the specification are for information of the vendor and no comments shall be marked on these.



ANNEXURE-1
Pictorial view of
Thermal insulation-Ancillary Material

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DATE: 15.02.2022

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Pictorial view of Ancillary material items

Note: These are pictorial representation of items for better clarity only and actual requirement shall be as per datasheet-A and Technical specification.

1. BINDING & LACING WIRES



2. M.S. Straps/Flats



3. Self-tapping screw with washers -SS/Zinc Coated





ANNEXURE-1
Pictorial view of
Thermal insulation-Ancillary Material

SPECIFICATION NO:PE-TS-415-169-M038

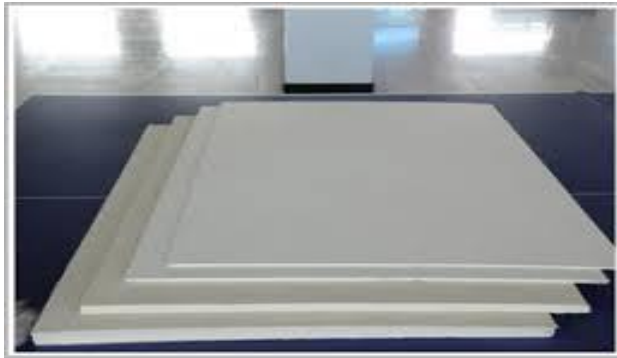
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4. Ceramic Fiber paper



5. MS rivets



6. Bolts & Nuts, MS, hexagonal head



7. Anodised Aluminium bands





ANNEXURE-1
Pictorial view of
Thermal insulation-Ancillary Material

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8. Seals for aluminium bands



9. GI toggle clips




	DATA SHEET- A ANCILLARY MATERIALS REQUIRED FOR APPLICATION OF THERMAL INSULATION 1x660MW BHUSAWAL TPP	SPECIFICATION NO. PE-TS-415-169-M038	
		VOLUME :	
		SECTION: II	
		REV. NO.: 00	DATE: 14.02.2022
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B.O.M.

Sl. no	ANCILLARY	SPECIFICATION	UNIT	QUANTITY
1	Binding Wire, Stainless Steel	0.9 mm dia. (20 SWG)	Kg	400
2	Lacing wire, Stainless Steel	0.9 mm dia. (20 SWG)	Kg	300
3	Binding Wire, Galvanised Steel	0.9 mm dia. (20 SWG)	Kg	4300
4	Lacing wire, Galvanised Steel	0.9 mm dia. (20 SWG)	Kg	3600
5	M.S. Straps/Flats	20 mm x 3 mm	Kg	6700
6	Sealing compound	----	Kg	700
7	Self-tapping screw with washers –Zinc Coated	8 x 19 mm long	Set	321600
8	Ceramic Fiber paper	3 mm thick	SQM.	700
9	MS rivets	3 mm dia 12 mm long	Nos.	60300
10	Bolts & Nuts	10 mm dia 60 mm long	Set	5100
11	Bolts & Nuts	10 mm dia 40 mm long	Set	5100
12	Bolts & Nuts	10 mm dia 25 mm long	Set	5100
13	Anodised Aluminium bands	20 mm x 0.6 mm	Kg	5400
14	Seals for aluminium bands	To suit Al. bands	Kg	500
15	GI toggle clips	----	Nos.	1000

NOTE:-

1. ~~Bidder to quote/ fill all columns related to applicable taxes, freight etc. separately & individually. No cost is to be made inclusive in Ex. works price or other heads. Non compliance to this may lead to rejection of bid.~~
2. Bidder to mention the base NALCO ingot rate in the unpriced offer for item at Sl. No. 13 & 14 (proof of base NALCO ingot rate i.e. print out of the base rate from NALCO website to be attached).
3. Quantity Tolerance on total quantity of above items shall be as given below:
 - a) **Item no. 1,2,3,4,6 &14:** (+)0 Kg / (-)20 Kg
 - b) **Item no. 5 & 13:** (+)0 Kg / (-)50 Kg
 - c) **Item no. 7,10,11 &12:** (+)0 Set / (-)50 Set
 - d) **Item no. 8:** (+)0 SQM / (-)20 SQM
 - e) **Item no. 9 &15:** (+)0 Nos. / (-)50 Nos.

	COMPLIANCE SHEET THERMAL INSULATION - ANCILLARY MATERIAL 1X660MW BHUSAWAL TPP	SPECIFICATION NO. PE-TS-415-169-M038
		SECTION: II
		REV: 0
		DATE: 14.02.2022
		SHEET 1 OF 1

I hereby comply/not comply (*) to all the requirements of this technical specification in totality.

* In case the bidder does not comply to the technical specification, the deviations shall be explicitly listed in

TABLE-1 below in case of procurement through GeM portal

Or else

Cost of Withdrawal sheet of GCC

TABLE – 1

S. NO.	VOLUME / SECTION	PAGE NO.	CLAUSE NO.	COMPLETE DESCRIPTION OF DEVIATION	REASON FOR QUOTING DEVIATION
TECHNICAL DEVIATIONS ONLY					

NOTES FOR TABLE-1:

1. All the bidders have to list out Technical deviations (if any) in detail in the above format.
2. Any deviation not mentioned above and shown separately or found hidden in offer, will not be taken cognizance of.
3. The final decision of acceptance/ rejection of the deviations quoted by the bidder shall be at the discretion of the Purchaser.
4. Bidders to note that any Technical deviation not listed above and requested after Part-I opening shall not be considered.

PARTICULARS OF BIDDER'S AUTHORISED REPRESENTATIVES		
NAME	DESIGNATIONS	SIGN & DATE