

Buyer Specific ATC document for Chemical Lab Items (Package-1) of Yadadri project site

1.	<p>MDCC (Material dispatch clearance certificate) Clause:</p> <p>Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. For issue of MDCC, you are required to submit the set of documents (i.e. Packing list, Warranty certificate, Complete test / inspection reports & Calibration certificate; if applicable).</p> <p>BHEL will release MDCC within 07 days from the date of receipt of complete documents as detailed above.</p> <p>The delivery period of 120 days is inclusive of 07 days taken by BHEL to issue MDCC.</p>
2.	<p>Quality Requirement:</p> <p>(i) BHEL / Nominated third part inspection agency may do inspection at works of supplier before dispatch of material for Cat-II items.</p> <p>(ii) Bidders are requested to submit quality plan in line with technical specification in prescribed format in the event of ordering for approval of customer / BHEL <u>within 15 days of Purchase Order</u>.</p> <p>The delivery period of 120 days is inclusive of time for quality plan submission and approval.</p>
3.	<p>Pre-Qualification Requirement (PQR):</p> <p>The Pre-Qualification Requirements have been made part of bid. All the bidders should ensure submission of complete details and documents as called for in the same. The offers submitted by the bidders would be scrutinized with respect to Pre-Qualification Requirements first.</p> <p>Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.</p>
4.	<p>Technical Specification Requirement:</p> <ol style="list-style-type: none">1. Please quote your valuable offer as per BHEL Specification enclosed with bid documents.2. Bidders to upload signed and stamped copy of BHEL Specifications along with the offer as token of acceptance.
5.	<p>Payment Terms:</p> <ul style="list-style-type: none">• 90% payment after receipt of material at site against submission of PBG @ 10% of Order value valid till entire Guarantee / Warranty period. The PBG will be in BHEL format and from one of the BHEL consortium banks. For name of BHEL consortium bank, please visit our website hwr.bhel.com.• Balance 10% payment after installation and commissioning at site.• Payment will be released by BHEL within:<ul style="list-style-type: none">- 45 days for Micro and Small enterprises- 60 days for Medium enterprises- 90 days for Non MSME enterprises

6.	<p>Delivery Period:</p> <p>The delivery shall be 120 days from the date of PO placement. This period is inclusive of 7 days for BHEL to arrange dispatch clearance (provided MDCC related documents are complete in all respect) and Quality Plan (QP) submission and approval.</p>
7.	<p>Evaluation will be done on the basis of Total Landed cost up to Yadadri project site considering all items together (Total value wise evaluation).</p> <p>Bidders are requested to quote for all 68 items as per specification. Offer of bidders not quoting for all items covered in bid specification will be rejected straightaway.</p> <p>In case, a bidder has quoted for all 68 items, however, their offer is technically not accepted even for one item, in such scenario, complete offer of the bidder will be rejected by BHEL.</p>
8.	<p>Document:</p> <p>The O&M manual shall be submitted in form of hard copies (03 Nos.) and in the form of CDs (03 Nos.). Two sets shall be packed with the instrument and sent to site and third copy of O&M manuals shall be sent to PCRI- HEEP Haridwar.</p>
9.	<p>Price Basis:</p> <p>Please confirm that prices have been quoted on F.O.R. Yadadri site basis.</p>
10.	<p>Installation, Commissioning and Training:</p> <p>The supplier shall install & commission the equipments at site. Supplier should demonstrate the performance of the Equipment and all its accessories to ensure compliance with complete specifications & parameters quoted by them to the satisfaction of BHEL/end user.</p> <p>Training to chemists at site during installation should be provided for routine maintenance, operation and safety purpose.</p> <p>Cost of Installation, Commissioning and Training should be inclusive in the quoted prices.</p> <p>Installation and Commissioning will be done at following address:</p> <p>ASST DIVISION. ENGINNER-STORES CONST. DIVI, 5 X 800MW YADADRI TPS VEERLPALEM VIL. DAMERACHERLA MANDAL, DIST-NALGONDA-508207</p> <p>Failing to comply to the Installation, Commissioning and Training clause, the offer will be rejected straightaway.</p>
11.	<p>Warranty:</p> <p>The equipment shall be warranted for satisfactory performance for a period of 24 months from the date of dispatch or 18 months from the date of installation, whichever is later.</p> <p>Failing to comply to the Warranty clause, the offer will be rejected straightaway.</p>
12.	<p>Validity:</p> <p>Offer will be valid for 180 days from bid end date and extensions thereof.</p> <p>BHEL will reserve the right to reject any or all quotations, quoting validity less than 180 days.</p>

13. EARNEST MONEY DEPOSITE (EMD)

13.1 Interested vendors must submit their offer along with the following Earnest Money Deposit (EMD) in a separate sealed envelope:

Details	Amount In INR	Amount in Foreign Currency	Type
EMD	INR 2,00,000/- (INR Two Lacs Only)	Equivalent Foreign currency	Refundable

13.2 EMD shall not carry any interest.

13.3 Modes of deposits will be as per General Terms and Conditions (GTC) GeM_GTC_4.0 v1.10_02May23.

The demand draft shall be in favor of "BHEL Haridwar". E-Payment is also acceptable. For e-payment, RTGS details are as mentioned below:

Bank Details	SWIFT Details of bank	Contact Details of Banker
STATE BANK OF INDIA RANIPUR BRANCH, OPP: BHEL MAIN GATE, SECTOR-5, RANIPUR, HARIDWAR, UTTRAKHAND, INDIA PIN CODE : 249403	SWIFT NO : SBININBB225 CC ACCOUNT NO : 10667995458 IFSC CODE : SBIN0000586	Chief Manager (IBD) Contact No. +91 1334 224201 +91 1334 226125 Fax: +91 1334 226512

13.4 MSE Suppliers, who are the manufacturer of offered items as per specification are exempted from submission of the EMD.

13.5 EMD exemption will be allowed as per criteria laid down in General Terms and Conditions (GTC) GeM_GTC_4.0 v1.10_02May23.

13.6 Bids not accompanied with requisite EMD or bids accompanied with EMD of inadequate value shall be liable for rejection, wherever exemption is not allowed.

13.7 The bidder whose bid is technically not accepted will be informed & EMD wherever submitted shall be refunded after the finalization of the contract. EMD shall be forfeited in the event of bidder opting out after tender opening (PART-I).

13.8 Earnest money of successful bidder shall be returned only after receipt of Performance Bank Guarantee (PBG).

14.	<p>Packing & Dispatch:</p> <p>1. The equipment / accessories shall be packed in a suitable water proof / vibration proof packing boxes capable of bearing air and road transit hazards.</p> <p>2. Packing box shall be properly identified and marked with BHEL's (India) Purchase Order Number. Also, "PCRI HWR" and Name of the Item/Items should be written in bold letters on all four sides of Packing box.</p>
15.	<p>Arbitration Clause:</p> <p>In case of any dispute arising out of as in connection with this contract, the same shall be referred to arbitration under Arbitration & Conciliation Act 1996 of a sole arbitrator who shall be appointed by mutual consent of the parties. The seat & venue of arbitration shall be Haridwar.</p> <p>The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.</p>
16.	<p>Risk Purchase:</p> <p>In case of abnormal delays (beyond the maximum late delivery period as per LD clause) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, BHEL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. BHEL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, BHEL reserves the right to reject the offer. In case for compelling reasons BHEL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken as per BHEL extant rules. This will be without prejudice to any other right of BHEL under the contract or under General Law.</p> <p>Action against Bidders / vendor / supplier / contractor in case of default:</p> <p>In order to protect the commercial interests of BHEL, BHEL shall take action against supplies / contractors by way of suspension of business dealings, who either fail to perform or are in default without any reasonable cause, cause loss of business/ money/ reputation, indulge in malpractices, cheating, bribery, fraud or any other misconduct or formation of cartels so as to influence the bidding process or influence the price etc.</p> <p>Suspension of Business Dealings could be in the form of "Hold" or "Banning" a supplier/ contractor or a bidder and shall be as per "Guidelines for Suspension of Business Dealings with Suppliers/ Contractors" available at BHEL's website "https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors".</p>
17.	<p>General Clause:</p> <p>All other commercial terms and conditions will be governed by General Terms and Conditions (GTC) GeM_GTC_4.0_v1.10_02May23.</p>

18. **Conflict of Interest among Bidders/ Agents:**

"A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. **The bidder, found to have a conflict of interest shall be disqualified.** A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

a) they have controlling partner (s) in common; **or**

b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; **or**

c) they have the same legal representative/agent for purposes of this bid; **or**

d) they have relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder; **or**

e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. However, this does not limit the inclusion of the components/ sub-assembly/Assemblies from. one bidding manufacturer in more than one bid; **or**

f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent/dealer. There can be only one bid from the following:

1. The principal manufacturer directly or through one Indian agent on his behalf; and

2. Indian/foreign agent on behalf of only one principal, **or**

g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, **or**

h) In case of a holding company having more **than** one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business. "

19. **E-invoicing:**

E-invoicing under GST has been implemented w.e.f. 01.10.2022 for all the taxable persons having turnover more than Rs. 10 cr. it has been specified by the govt that it is mandatory to mention a valid unique invoice reference no. (IRN) and QR code as generated from govt. portal on a tax invoice. Based on such information, GST ITC as claimed by BHEL in GST returns shall be matched with the corresponding details uploaded by supplier in E-invoicing system.

In case the vendor / contractor delays or fails to provide all the documents as per the purchase order / work order at the time of submitting tax invoice to BHEL, any subsequent financial loss to BHEL on account of vendor/contractor shall be to vendor's / contractor's account. BHEL has further right to take necessary steps to protect its interest at the time of release of payment. this further requires inclusion of IRN and QR code on tax invoice as announced by govt. of india w.e.f. 01.10.2022.

20. **Integrity Pact:**

(a) IP is a tool to ensure that activities and transactions between the Company and its Bidders/ Contractors are handled in a fair, transparent and corruption free manner. Following Independent External Monitors (IEMs) on the present panel have been appointed by BHEL with the approval of CVC to oversee implementation of IP in BHEL.

Sl.	IEM	Email
1.	Shri Otem Dai, IAS (Retd.)	iem1@bhel.in
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	iem2@bhel.in
3.	Shri Mukesh Mittal, IRS (Retd.)	iem3@bhel.in

(b) The IP as enclosed with the tender is to be submitted (duly signed by authorized signatory) along with techno-commercial bid (Part-I, in case of two/ three part bid). Only those bidders who have entered into such an IP with BHEL would be competent to participate in the bidding. In other words, entering into this Pact would be a preliminary qualification.

(c) Please refer Section-8 of IP for Role and Responsibilities of IEMs. In case of any complaint arising out of the tendering process, the matter may be referred to any of the above IEM(s). All correspondence with the IEMs shall be done through email only.

Note:

No routine correspondence shall be addressed to the IEM (phone/ post/ email) regarding the clarifications, time extensions or any other administrative queries, etc. on the tender issued. All such clarification/ issues shall be addressed directly to the tender issuing (procurement) department's officials whose contact details are provided below:

Details of contact person(s)-

Mr. Shashi Pal Designation: A. E. (PCRI-BOI) Pollution Control Research Institute HEEP, BHEL, Haridwar- 249403 Uttarakhand, India Email ID: palsh@bhel.in Tel: +91 1334 28 1941	Mr. Deshraj Yadav Designation: Dy. Manager (PCRI-BOI) Pollution Control Research Institute HEEP, BHEL, Haridwar- 249403 Uttarakhand, India Email ID: deshraj@bhel.in Tel: +91 1334 28 1187
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23. Acceptance of offers from country Sharing Land Border with India:

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

II. "Bidder" means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owners) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

Note: Following declarations would be required from bidders (if applicable):

(A) "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

(B) "I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder does not have any ToT arrangement requiring registration with the competent authority.

OR

* have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement. I certify that this bidder has valid registration to participate in this procurement."

24. **Customer Approval:**

At present, you are not a customer approved bidder.

List of Pre-approved make of items is enclosed with the bid documents. **Other makes are also acceptable subject to customer approval for which, bidders are requested to provide supply details / commissioning report of offered item(s).**

BHEL will open the price bid of only those bidders who are finally approved by end customer.