

Corrigendum ATC document for “GAS CHROMATOGRAPH” of Bhusawal Project

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, guarantee certificate, Cylinder TC & CCOE Certificate for Cylinders, Complete Test / Inspection Reports including calibration of detector, Carrier Gas Flow Controller & Column Oven Temperature etc).</p> <p>BHEL will release MDCC within 07 days from the date of receipt of completed 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>Pre-Qualification Requirement (PQR):</p> <p>The Pre-Qualification Requirements have been made part of bid as ANNEXURE-1. 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>
3.	<p>Technical Specification Requirement:</p> <p>(i) Please quote your valuable offer as per BHEL Specification enclosed as Annexure-II.</p> <p>(ii) Bidders to upload signed and stamped copy of BHEL Specification along with the offer as token of acceptance.</p>
4.	<p>Evaluation criteria:</p> <p>Evaluation will be done on Total Landed cost up to Bhusawal project site (Total Value wise).</p>
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. PBG would be submitted before the negotiation of documents. 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 placement of order on GeM. This period is inclusive of 7 days for BHEL to arrange dispatch clearance (provided MDCC related documents are complete in all respect).</p>

7.	<p>Document:</p> <p>One hard copy of O&M manual in English language giving complete technical information for operation and maintenance of the equipment shall be supplied with the equipment.</p>
8.	<p>Price Basis:</p> <p>Please confirm that prices have been quoted on F.O.R. Bhusawal site basis.</p>
9.	<p>Installation and Commissioning:</p> <p>The supplier shall install & commission the equipment 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>Cost of Installation and Commissioning should be included in quoted prices.</p> <p>Installation and Commissioning will be done at following address: CHIEF ENGINEER/DY.CHIEF ENGINEER(PROJECT), 1X660MW BHUSAWAL THERMAL POWER STATION UNIT-6, MSPGCL, BHUSAWAL, DIST JALGAON (MAHARASHTRA), PIN-425307 STATE : Maharashtra-27</p> <p><i>Failing to comply to the Installation and Commissioning clause, the offer will be rejected straightaway.</i></p>
10.	<p>Guarantee / Warranty:</p> <p>The equipment shall be guaranteed / warranted for satisfactory performance for a period of 36 months from the date of dispatch or 24 months from the date of installation & commissioning, whichever is earlier.</p> <p>Failing to comply to the Guarantee / Warranty clause, the offer will be rejected straightaway.</p>
11.	<p>Packing & Dispatch:</p> <ol style="list-style-type: none"> 1. The equipment / accessories shall be packed in a suitable water proof / vibration proof packing boxes capable of bearing air and road transit hazards. 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.
12.	<p>General Clause:</p> <p>All other commercial terms and conditions will be governed by General Terms and Conditions (GTC) GeM_GTC_4.0_v1.5_09Oct22.</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 40,000/- (INR Forty Thousand 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_v1.5_09 Oct22.

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 / Central / State – PSUs / Government departments, who are the manufacturer of offered item 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_v1.5_09 Oct22.

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).

14.	<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>
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>