

## Buyer Specific ATC document for Lab Items of Yadadri Project (Package-2)

1.	<p><b>MDCC (Material dispatch clearance certificate) Clause:</b></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, Complete test reports &amp; Calibration certificate (if applicable)).</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 90 days is inclusive of 07 days taken by BHEL to issue MDCC.</p>
2.	<p><b>Quality Requirement:</b></p> <p>(i) BHEL / BHEL's Customer / Nominated third part inspection agency may do inspection at works of bidder before dispatch of material.</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>
3.	<p><b>Pre-Qualification Requirement (PQR):</b></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><b>Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.</b></p>
4.	<p><b>Technical Specification Requirement:</b></p> <ol style="list-style-type: none"><li>1. Please quote your valuable offer as per BHEL Specification enclosed with bid documents.</li><li>2. Bidders to upload signed and stamped copy of BHEL Specifications along with the offer as token of acceptance.</li></ol>
5.	<p><b>Payment Terms:</b></p> <ul style="list-style-type: none"><li>• 85% 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 <a href="http://hwr.bhel.com">hwr.bhel.com</a>.</li><li>• Balance 15% payment after installation and commissioning at site.</li><li>• Payment will be released by BHEL within:<ul style="list-style-type: none"><li>- 45 days for Micro and Small enterprises</li><li>- 60 days for Medium enterprises</li><li>- 90 days for Non MSME enterprises</li></ul></li></ul>
6.	<p><b>Delivery Period:</b></p> <p>The delivery shall be 90 days from the date of QAP approval. 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><b>Evaluation criteria:</b></p> <p>Evaluation will be done on the basis of Total Landed cost up to Yadadri project site considering all items together (<b>Total value wise evaluation</b>).</p> <p><b>Bidders are requested to quote for all 8 items as per specification. Offer of bidders not quoting for all items covered in tender specification will be rejected straightaway.</b></p> <p><b>In case, a bidder has quoted for all 8 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.</b></p>
8.	<p><b>Document:</b></p> <p>O&amp;M manual in English language giving complete technical information for operation and maintenance of the equipment is required.</p> <p>All O&amp;M Manuals shall be furnished by supplier in 3 Sets. Out of these 03 sets, Two sets shall be packed with the instrument and sent to site and third copy of O&amp;M manuals shall be sent to PCRI-HEEP Haridwar.</p> <p>The O&amp;M manual shall be submitted in form of hard copies (03 Nos.) and in the form of CDs (03 Nos.)</p>
9.	<p><b>Price Basis:</b></p> <p>Please confirm that prices have been quoted on F.O.R. Yadadri site basis.</p>
10.	<p><b>Installation and Commissioning:</b></p> <p>The supplier shall install &amp; commission the equipment at site. Supplier should demonstrate the performance of the Equipment and all its accessories to ensure compliance with complete specifications &amp; 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><b><i>Cost of Installation and Commissioning should be inclusive in the quoted prices.</i></b></p> <p>Installation and Commissioning will be done at following address:</p> <p>ASST DIVISION. ENGINNER-STORES CONST. DIVI, 5 X 800MW YADADRI TPS VEERLAPALEM VIL. DAMERACHERLA MANDAL, DIST-NALGONDA-508207</p> <p><b><i>Failing to comply to the Installation and Commissioning clause, the offer will be rejected straightaway.</i></b></p>
11.	<p><b>Guarantee / Warranty:</b></p> <p>The equipment shall be guaranteed / warranted for satisfactory performance for a period of 24 months from the date of dispatch or 18 months from the date of installation &amp; commissioning, whichever is later.</p> <p><b>Failing to comply to the Guarantee / Warranty clause, the offer will be rejected straightaway.</b></p>
12.	<p><b>Packing &amp; Dispatch:</b></p> <ol style="list-style-type: none"> <li>The equipment / accessories shall be packed in a suitable water proof / vibration proof packing boxes capable of bearing air and road transit hazards.</li> <li>Packing box shall be properly identified and marked with <b>BHEL's (India) Purchase Order Number</b>. Also, "<b>PCRI HWR</b>" and <b>Name of the Item/Items</b> should be written in bold letters on all four sides of Packing box.</li> </ol>

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 Lac 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 all 08 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\_v1.5\_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. **Risk Purchase:**

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.

**Action against Bidders / vendor / supplier / contractor in case of default:**

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.

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>”.

**15. Arbitration Clause:**

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.

The proceedings shall be conducted in English. The Governing law of contract shall be the substantive law of India.

**16. 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 OEMs) 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.)	<a href="mailto:iem1@bhel.in">iem1@bhel.in</a>
2.	Shri Bishwamitra Pandey, IRAS (Retd.)	<a href="mailto:iem2@bhel.in">iem2@bhel.in</a>
3.	Shri Mukesh Mittal, IRS (Retd.)	<a href="mailto:iem3@bhel.in">iem3@bhel.in</a>

(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.

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: <a href="mailto:palsh@bhel.in">palsh@bhel.in</a> 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: <a href="mailto:deshraj@bhel.in">deshraj@bhel.in</a> Tel: +91 1334 28 1187
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17. **Customer Approval:**

**At present, you are not a customer approved bidder.** For arranging approval from end customer, following credentials are required to be submitted:

- (i) Company profile
- (ii) Supply experience with BHEL Haridwar as well as other Customer, End user certificate, Copy of ISO certification,
- (iii) Manufacturing and testing facilities, etc.

In case, the make offered by the bidder is rejected by customer, the bidder will have to offer the item from another reputed make / preferred list given below, for approval of customer without any financial implication, failing to which, **complete offer will be rejected by BHEL.**

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

Item-wise list of bidders preferred by customer is given below:

Sr. No.	Name of Item	Preferred make / bidders by customer
1	Dissolved oxygen meter (ppb level)	1. Merck Specialitics Pvt. Ltd. 2. Analytical Technologies Limited 3. Bibby Scientific Ltd. 4. Swan
2	Dissolved oxygen meter (ppm level)	1. Merck Specialitics Pvt. Ltd. 2. Analytical Technologies Limited 3. Bibby Scientific Ltd. 4. Swan
3	UV-VIS Spectrophotometer	1. Shimadzu (Asia Pacific) Pvt Ltd. 2. GBC Scientific Equipment Pvt Ltd. 3. WTW, GMBH
4	Ion Chromatography	1. Metrohm 2. Thermo Fisher
5	Gas Chromatograph	1. Aimil Ltd. 2. Shimadzu(Asia Pacific) Pvt Ltd. 3. Thermo 4. Nucon
6	Portable water quality analyzer	1. Analytica Equipments(I) Pvt. Ltd. 2 Vortex Electronics Pvt. Ltd. 3. WTW
7	Oil content analyzer	1. Horiba Limited. 2. Turner Designs Hydrocarbon Ins.
8	Atomic absorption spectrophotometer	1. Perkin elmer Singapore Pte Ltd. 2. Thermo 3. GBC Scientific Equipment Pty Ltd.

18. **Price Break-up:**

All bidders are requested to provide item-wise price break-up (including everything such as Packing, Forwarding, Freight, GST or other taxes, Installation and commissioning etc.) in percentage (%) of total quote value in below table:

Sr. No.	Name of Item	Qty (No) Stage-I	Qty (No) Stage-II	Item price for total quantities in percentage (%) of total quoted value
1	Dissolved oxygen meter (ppb level)	1	1	.....%
2	Dissolved oxygen meter (ppm level)	1	1	.....%
3	UV-VIS Spectrophotometer	1	1	.....%
4	Ion Chromatography	1	1	.....%
5	Gas Chromatograph	1	1	.....%
6	Portable water quality analyzer	1	1	.....%
7	Oil content analyzer	1	1	.....%
8	Atomic absorption spectrophotometer	1	1	.....%
Total Quoted value in percentage (%)				100%

**Note:** This price break-up will not be used for price evaluation purpose. Evaluation will be done on the basis of total quoted value.

19. **General Clause:**

All other commercial terms and conditions will be governed by General Terms and Conditions (GTC) GeM\_GTC\_4.0\_v1.5\_09Oct22.

20. **Corrigendum dated 26.11.2022:**

Please refer below for corrigendum details.

Only this document that is uploaded with this corrigendum will be valid and will form part of bid and contract.

## CORRIGENDUM – 01 Dated 26/11/2022

Sub: GEM/2022/B/2647965 dated 18-10-2022 issued on GeM portal for the requirement of “CHEMICAL LABORATORY EQUIPMENTS” for Yadadri project site (Package-2).

**BID NO. GEM/2022/B/2647965 dated 18-10-2022**

The Corrigendum contains following modification in the Technical specifications and shall be a part of the above tender.

1) Technical specifications vide below references have been modified as under;

REF. NO.	DESCRIPTION OF CLAUSE (Existing)	DESCRIPTION OF CLAUSE (Modified)	REMARKS
Annexure - 4: Ion Chromatography	Sl. No. 10) Auto sampler (Optional): Automated sample for loading of samples having a capacity of 50 Poly vials of 5ml or 0.5 ml vial size or better. Variable volume injection for 0.1 ml to5.0 ml or better. All Autosampler vials should be closely covered in sampler by Autosampler cover to avoid environmental and light effect	Sl. No. 10) Auto sampler : Automated sample for loading of samples having a capacity of 50 Poly vials of 5ml or 0.5 ml vial size or better. Variable volume injection for 0.1 ml to5.0 ml or better. All Autosampler vials should be closely covered in sampler by Autosampler cover to avoid environmental and light effect	Auto Sampler is to be supplied in the scope. <b>Term ‘Optional’ is deleted.</b>
	NOTE: 1: Being an Optional item the price of “Auto sampler” to be quoted separately in the Price bid. 2: If the quoted model does not have in-built “column heater & Vacuum degasser”, the price of both components to be quoted separately in the Price bid.	<b>NOTE: 1 &amp; 2 are deleted</b>	Scope for Ion Chromatography shall be inclusive of Price for “Auto sampler”, “column heater & Vacuum degasser”
Annexure - 5: Gas Chromatograph	Sl. No. 16: Required Gas Cylinders with brackets & Double Stage Regulators For H2, N2 / Ar and Zero Air (99.9% pure, 7 cu.m.) (1 Set)- Filling of gas cylinders as per specification requirement would be done at the time of I&C of equipment. Cost towards the same would be indicated separately.	Sl. No. 16: Required Gas Cylinders With brackets & Double Stage Regulators For H2, N2 / Ar and Zero Air (99.9% pure, 7 cu.m.) (1 Set)- Filling of gas cylinders as per specification requirement would be done at the time of I&C of equipment. <b>No cost for this shall be payable extra.</b>	No extra cost shall be payable for gas cylinders and filling required at the time of I&C of equipment.

2) All other terms and conditions against this NIT shall remain unchanged.