

Buyer Specific ATC document for items “Platinum Crucible & Platinum Dish” of Panki project site (Corrigendum details added)

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/Warranty certificate, Purity test reports etc.) at least 7 days prior to scheduled delivery.</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 60 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 (PQR) 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>
3.	<p>Technical Specification Requirement:</p> <p>(A) Please quote your valuable offer as per BHEL Specification enclosed as follows: Annexure-1: Platinum Crucible with Lid Annexure-2: Platinum Dish with Crucible Type Lid</p> <p>(B) Bidders to upload signed and stamped copy of BHEL Specifications along with the offer as a token of acceptance.</p>
4.	<p>Payment Terms:</p> <p>90% payment after receipt of material at site.</p> <p>Balance 10% payment after completion of guarantee / warranty period.</p> <p>Payment will be released by BHEL within:</p> <ul style="list-style-type: none">- 45 days for Micro and Small enterprises- 60 days for Medium enterprises- 90 days for Non MSME enterprises
5.	<p>Validity:</p> <p>Offer will be valid for 90 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 90 days.</p>
6.	<p>Delivery Period:</p> <p>The delivery shall be 60 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).</p>

7.	<p>Price Basis:</p> <p>Please confirm that prices have been quoted on F.O.R. Panki site basis.</p>
8.	<p>Evaluation criteria:</p> <p>Evaluation will be done on the basis of Total Landed cost up to Panki project site (total value-wise evaluation).</p>
9.	<p>Packing & Dispatch:</p> <p>Material shall be packed in a suitable water proof/vibration proof packing box capable of bearing air and road transit hazards. Packing box shall be properly identified and marked with BHEL's (India) Purchase Order Number. Also, "PCRI-LAB EQUIPMENT - HWR" should be written in bold letters on all four sides of the packing box.</p>
10.	<p>Guarantee: The item shall be guaranteed/warranted for satisfactory performance for a period of 24 months from the date of dispatch or 18 months from the handover, whichever is earlier.</p> <p><i>Failing to comply to the Guarantee clause, the offer will be rejected straightaway.</i></p>
11.	<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>
12.	<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>

13.	<p>E-invoicing:</p> <p>E-invoicing under GST has been implemented w.e.f. 01.08.2023 for all the taxable persons having turnover more than Rs. 5.00 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.</p> <p>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. 01.08.2023.</p>
14.	<p>General Clause:</p> <p>All other commercial terms and conditions will be governed by General Terms and Conditions (GTC) GeM GTC 4.0 v1.14_31Jan24.</p>
15.	<p>Conflict of Interest among Bidders/ Agents:</p> <p>"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:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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. "

16. 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 turnkey 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.

	<p>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.</p> <p>VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.</p> <p>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.</p> <p>Note: Following declarations would be required from bidders (if applicable):</p> <p>(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.]"</p> <p>(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.</p> <p>OR</p> <p>* 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."</p>
17.	<p>Customer approval:</p> <p>All reputed makes are acceptable subject to customer approval.</p> <p>BHEL will open the price bid of only those bidders who are approved by end customer.</p>
18.	<p>Breach of contract, Remedies and Termination:</p> <p>In case of breach of contract, performance bank guarantee available with BHEL against the said contract is atleast 10% of the contract value, the same be encashed. In case the value of the security instruments available is less than 10% of the contract value, the balance amount be recovered from other financial remedies (i.e. available bills of the contractor, retention amount, etc. with BHEL) or legal remedies be pursued. The balance scope shall be got done independently without Risk & Cost of the failed supplier/ contractor. Further, levy of liquidated damages, debarment, termination, de-scoping, short-closure, etc., shall be applied as per provisions of the contract.</p>
19.	<p>Corrigendum Details:</p> <p><i>As per contract requirement Platinum Crucible with Lid of Capacity 30ml & Platinum Dish with Crucible type Lid of capacity 100ml is required.</i></p> <p><i>"Values mentioned against Depth (Sl. No. 2.2) & Inside Dia (Sl. No. 2.3) of both Annexure1 & 2 are suggestive in nature. Bidder has to comply requirements of Capacity (Sl. No. 2.1), Total Weight inclusive of Lid (Sl. No. 2.4) and Purity of Platinum (Sl. No. 2.5) of Annexure1 & 2 respectively".</i></p>