

**POLLUTION CONTROL RESEARCH INSTITUTE
HEEP, BHEL, RANIPUR**

Pre-Qualification Requirements (PQR).

1. The firm of Bidder should have in existence in past 3 years as on date of bid opening. Following documents proving the firm is active in past 3 years to be provided.
Last 3 years "Profit & Loss account/Balance Sheet/ GST returns/Any other acceptable document certified by CA".
2. The Bidder should have supplied any 05 items of tender enquiry in last 05 years as on date of bid opening. The self-attested copies of Purchase Orders placed on them by customers & proof of supply should be attached.

| GENERAL LAB ITEMS | | | |
|--|--|---------------------|---------------------|
| SN | Item Description | Qty | Specification |
| 1 | ASSMANN PSYCHROMETER | 2 | Annexure - 1 |
| 2 | DEAN & STARK APPARATUS | 1 | Annexure - 2 |
| 3 | DENSITY HYDROMETER | 1 | Annexure - 3 |
| 4 | FORTIN'S BAROMETER | 1 | Annexure - 4 |
| 5 | HEATING MANTLE | 1 | Annexure - 5 |
| 6 | HOT AIR DRYER | 1 | Annexure - 6 |
| 7 | HYGROMETER | 1 | Annexure - 7 |
| 8 | MAXIMUM AND MINIMUM THERMOMETER | 1 | Annexure - 8 |
| 9 | ORSAT GAS ANALYSER | 1 | Annexure - 9 |
| 10 | REFRIGERATOR | 1 | Annexure - 10 |
| 11 | SAMPLE COOLER | 1 | Annexure - 11 |
| 12 | SAYBOLT VISCOMETER (WITH UNIVERSAL & FUROL TIPS) | 1 | Annexure - 12 |
| 13 | SPECIFIC GRAVITY BOTTLE | 2 | Annexure - 13 |
| 14 | STOP-WATCH | 1 | Annexure - 14 |
| 15 | VISCOMETERS (KINEMATIC) | 1 | Annexure - 15 |
| 16 | WET & DRY BULB HYGROMETER | 1 | Annexure - 16 |
| <p>Note: OEM Technical datasheet / Catalogue of offered items is to be submitted which are forming part of BOM. Failing to submission of datasheet / Catalogue , the offer will be rejected straightaway.</p> | | | |
| TECHNICAL SPECIFICATIONS | | | |
| | | | Annexure - 1 |
| 1.0 ASSMANN PSYCHROMETER | | | |
| Assmann Psychrometer with long stem and Fan (battery / mechanical driven), dry & wet bulb thermometer, having range of -30°C to 50°C with least count of 0.05°C. | | | |
| It should be provided with psychrometric chart, O&M manual and leather carrying case. | | | |
| | | | Annexure - 2 |
| 2.0 DEAN & STARK APPARATUS | | | |
| Made of pyrex / borosilicate glass for determination of moisture in oil. It should consist of the following parts, as per IS: 1448 (1976) (P. 40). | | | |
| 1. Distillation Flask: | | | |
| Capacity (min.) : 500 ml | | | |
| Connection : B-19/B-24 joint | | | |
| 2. Condenser: | | | |
| Jacket length : 400 mm | | | |
| Ends should have : B-19/B-24 joints | | | |
| 3. Receiver tube with B-19/B-24 joints | | | |
| Capacity Sub-Divisions | | | |
| 2 ml 0.05 ml | | | |
| 10 ml 0.1 ml | | | |
| | | | Annexure - 3 |
| 3.0 DENSITY HYDROMETER | | | |
| Hydrometer should be made of glass graduated in units of Density Conforming to ASTM Specification E-100 and calibrated at 15°C. Suitable for determination of density of hydrocarbons:- | | | |
| Sl. No. | Range | Subdivisions | Quantity |
| 1. | 0.80 to 1.00 | 0.001 | 2 Nos. |
| 2. | 1.00 to 1.10 | 0.001 | 2 Nos. |
| 3. | 1.10 to 1.20 | 0.001 | 2 Nos. |
| 4. | 1.40 to 1.50 | 0.001 | 2 Nos. |

4.0 FORTIN'S BAROMETER

Fortin's Barometer is for general laboratory use, graduated in inches & mm.

Mercury column should be calibrated from 20-31 inches, with readability by vernier to 0.01 inch and from 508 to 790 mm to 0.1 mm.

Fortin type cistern should permit precise adjustment of zero point. It should include thermometer 0-50°C recessed in protective channel.

The unit should be completely encased in a polished wooden case with white plastic reflectors and provision for mounting on the wall.

Assembling of the barometer should be preferably carried out by the supplier at the site.

The instruction manual should contain tables for temperature and gravity corrections.

5.0 HEATING MANTLE

It should be glass-cloth mantle suspended in cylindrical aluminium housing and well insulated against heat loss.

Capacity : To hold 500 ml, 1000 ml round bottom flasks.

Power : 250 – 1000 W, 220 V, 50 Hz AC supply

It should also have thermostat, temperature regulator with ON / OFF switch.

6.0 HOT AIR DRYER

Electrically operated and portable type hot air dryer for general drying purpose.

It should comprise of electric motor and about 500 W heater enclosed in light weight, but high impact thermoplastic.

It should be provided with 3-way switch (Off, Cool, Hot).

Maximum air flow temperature : 70 °C.

Air delivery : 3-4 cubic feet per minute.

It should be supplied with 3 conductor cord of 7 feet length & 3 prong plug for use at 220 V, 50 Hz AC supply.

7.0 HYGROMETER

Air hygrometer should come with silver metal scale 0 to 100 x 1% RH.

It should be accurate to + 3% RH in the range of 30-90% at temperatures upto 45 °C.

The assembly should be enclosed in a chromium plated case of about 125 mm dia.

It should have provision for hanging on the wall.

8.0 MAXIMUM AND MINIMUM THERMOMETER

These are Mercury filled, range –45 °C to +50°C in 1°C divisions indicating high and low temperatures reached between settings as well as present temperature. It should be suitable for indoor and outdoor use.

It should have reset magnet to adjust the metal indices to the level of the mercury column.

9.0 ORSAT GAS ANALYSER

Portable Orsat gas analyser for the determination of CO², CO, & O₂ in flue gas samples should consist of the following parts, made of borosilicate glass:

- i) Two absorption pipettes filled with thin walled glass tubing and one with copper spirals, and three rubber expansion bags.
- ii) Manifold made of 2-3 mm I.D. & length approximately 35 mm, capillary tubing, with four stop-cocks: one three – way horizontal & three vertical and a U-tube drying facility at I/L to the manifold.
- iii) 100 ml measuring burette (Class A), with water jacket. The lower portion of burette should be graduated in 0.1 ml, up to 30 ml and the remaining 70 ml in 5 ml divisions.
- iv) Leveling bottle 250 ml capacity.

The assembly should be neatly fitted with supports, clamps in a portable polished wooden case with removable front and back covers.

SPARES

1. Absorption pipettes with 2-3 mm I.D. capillary tube - 12 Nos.
2. Absorption pipettes copper spirals - 6 Nos.
3. Measuring burette with water jacket - 6 Nos.
4. Leveling bottle - 6 Nos.
5. Manifold - 12 Nos.

10.0 REFRIGERATOR

This should be double door, frost free refrigerator of Capacity minimum 300 lit., complete with voltage stabilizer and suitable stand.

11.0 SAMPLE COOLER

Sample cooler should be efficient counter-flow heat exchanger designed for the cooling of high temperature, high pressure fluid samples, e.g. Boiler Water, Steam Feed Water, etc. for tests at atmospheric pressures and temperatures. The pressure rating on the coil should be 420 kg/cm² at 400 °C. Rugged, coil within shell construction should ensure trouble-free service. Inner coil should be of Inconel seamless tubing and outer shell of Type 304 SS seamless tubing. Internal cooler baffling should be arranged for maximum rate of heat transfer and low coolant pressure loss. The cooler should be conveniently attachable with any piping system. Mounting is to be facilitated by clamp type brackets, but the unit should be suitable for mounting "in the piping".

Terminal connections should be clearly marked, showing cooling water and sample inlets and outlets. Coolant connections should be 1/2" NPT. A metal name plate showing flow should be permanently attached.

The sample cooler should be suitable for sampling Boiler Water, Steam having initial conditions corresponding to all present power stations, maximum conditions, providing the cooling water is flowing. Each unit should be hydrostatically tested at room temperature to 630 kg/cm² on the inner coil and 26 kg/cm² on the outer shell.

- (i) **Max. operating pressure** : 420 kg/cm²
- (ii) **Max. operating temperature** : 400 °C.
- (iii) **Sample connections** : 1/2" NPT
- (iv) **Net weight** : Approx. 3.5 kgs.
- (v) **Pressure Drop – Shell** : 0.2 kg/cm² at 700 litres per hour (water flow)
- (vi) **Coil** : 3.88 kg/cm² at 115 kg/hr (waterflow)

12.0 SAYBOLT VISCOMETER (With Universal & furol tips)

Saybolt viscometer should have two test limits with universal & furol tips. It should consist of a composite bath and cup assembly permitting two saybolt tests to be carried out up to 100°C.

The bath should be electrically heated by a 3 heat switch & a contact thermometer & relay for accurate temperature control. The bath should have provision for a cooling coil and suitable connections for water supply.

Complete with two saybolt universal and furol tip viscometers.

Two oil receiving flasks, two thermometers holders.

This is for use at 220 V AC 50 Hz single phase supply.

The instrument must be supplied with operation and maintenance manual & **necessary accessories and spares** for 2 years trouble free operation.

13.0 SPECIFIC GRAVITY BOTTLE

These are Specific Gravity Bottles with capillary bore made of borosilicate glass with interchangeable stopper.

| Sl.No. | Capacity (ml) | Capacity Tolerance (ml) | Dia x Ht(mm) | Stopper Size | Qty (No.) |
|--------|---------------|-------------------------|--------------|--------------|-----------|
|--------|---------------|-------------------------|--------------|--------------|-----------|

| | | | | | |
|----|----|---|---------|------|---|
| 1. | 10 | 1 | 24 x 46 | 10/5 | 1 |
| 2. | 25 | 2 | 38 x 56 | 10/5 | 1 |

14.0 STOP-WATCH

It should be a digital hand-held stopwatch with stop, start and reset facilities.

It should indicate hour, minute, seconds and microseconds.

It should be supplied complete with battery and leather carrying case.

15.0 VISCOMETERS (KINEMATIC)

These are U-tube, Calibrated, Kinematic Viscometers made of pyrex / corning glass with engraved constant, for the measurement of viscosity of transparent/opaque samples. The viscometers should be supplied with calibration certificates.

| Viscosity Range (cst) | Nominal Constant | Qty (No.) each for Transparent & Opaque Samples |
|-----------------------|------------------|---|
| 1.6 - 8.0 | 0.008 | 2 |
| 6 - 30 | 0.03 | 4 |
| 20 - 100 | 0.1 | 4 |
| 60 - 300 | 0.3 | 2 |
| 200 - 1000 | 1.0 | 2 |
| 600 - 3000 | 3.0 | 2 |

Suspension Mounting - 5 Nos.

There should be suitable suspension mounting for above viscometers to suspend them in thermostatic bath. The mounting should be such that, it protects the viscometer against breakage and are interchangeable.

Viscosity Bath - 2 Nos.

The bath tank should be made of stainless steel with double glass windows fitted at the front and rear. The heat resistant armoured glass inner windows should be sealed with silicone rubber gaskets and the outer plate glass windows secured by clips to allow easy removal for cleaning.

The bath should be equipped with a thermistor bridge temperature control unit, a temperature selection dial calibrated 10°C to 120°C, coarse and fine controls for precise temperature adjustment with reference to a thermometer in the bath, controls for selecting manual or automatic operation of the boost heater and setting the required degree of permanent heating and for setting the temperature at which the safety cut-out operates.

All electrical components including the heaters and stirrer should be removable without emptying the bath.

Specifications & Accessories

| | |
|-------------------------------------|--|
| External Dimensions, mm (approx.) | - 650x325x600 high |
| Height to top of tank, mm (approx.) | - 475 |
| Working space, mm (approx.) | - 400x250x400 deep |
| Window opening, mm (approx.) | - 375x340 |
| Volume of tank (Approx) | - 40-45 Litre |
| Temperature range. | - Max 120 °C ; Minimum (without coolant) 10 °C above ambient, 10 °C below ambient (With Coolent). |
| Temperature Control | - Better than + 0.01 °C throughout the range |
| Refrigeration Unit | - A low powered, small size, unit suitable for maintaining a bath of 35 to 45 litres at 5 to 10 °C below ambient. Complete with a flat, vertical evaporator coil of (approx.) 175x75x25 mm. For operation on 220V, 50Hz AC supply.. |
| Metal lid. | - With 8 holes & levelling rings for visco-meter holder. |
| Sindanye Discs. | - With bakalite handle. ; Set of 8. |
| Circular spirit level | - Accurate to 5 min of area. |
| Per bunan rubber cap | - To seal gap between viscometer limbs and holder. |
| Stand, with oil draining tray | - To accommodate 6 inverted viscometers and six viscometers in holders. |
| Fluorescent lighting attachment. | |

The bath should be useable at 220V, 50Hz single phase AC supply and accompanied by operation and maintenance manual.

16.0 WET & DRY BULB HYGROMETER

Wet & dry bulb hygrometers should be on polished Zinc scale in polypropylene frame with reservoir and spare wicks.

Thermometer range 0 – 50 °C

Thermometer graduation 0.5 °C

It should have provision for mounting on the wall.

Two copies of **psychrometric charts** should be provided.

Other Terms & Conditions:

Document: Hard copy of O&M Manual in English language giving complete technical information for operation and maintenance of the equipment.

Installation and Commissioning: 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. Cost of installation & Commissioning, if any, should be indicated separately. Training to chemists at site during installation should be provided for routine maintenance, operation and safety purpose.

Failing to comply to the Installation and Commissioning clause, the offer will be rejected straightaway.

Warranty: The equipment shall be warranted for satisfactory performance for a period of 12 months from the date of installation or 18 months from date of dispatch, whichever is later.

Failing to comply to the warranty clause, the offer will be rejected straightaway.

Packing & Dispatch: The equipment / accessories 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 HWR" should be written in bold letters on all four sides of the packing box.

Buyer Specific ATC document for “General Lab Items” of 3X800 MW Patratu 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, test 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 / BHEL’s Customer / Nominated third party 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>. BHEL will provide approval of quality plan within 15 days from the date of submission. Any delay in submission / approval will be in respective account.</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 as Annexure-A. 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 Specifications enclosed as Annexure-B2. Bidders are requested to upload point-wise compliance of BHEL Specifications along with the offer as a 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 in line to point no. 2.ii mentioned above.</p> |
| 7. | <p>Validity:</p> <p>Offer will be valid for 120 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 120 days.</p> |
| 8. | <p>Evaluation criteria:</p> <p>Evaluation will be done on the basis of Total Landed cost up to Patratu project site (Total package wise evaluation).</p> <p>Bidders are requested to quote for all 16 (Sixteen) items as per BHEL specification. Offer of bidders not quoting for all items covered in tender specification will be rejected straightaway.</p> <p>In case, a bidder has quoted for all 16 items, however, their offer is technically not accepted even for one (01) item, in such scenario, complete offer of the bidder will be rejected by BHEL.</p> |
| 9. | <p>Document:</p> <p>One (01) Hard Copy of O&M manual in English language giving complete technical information for operation and maintenance of the equipment including circuit diagram is required to be supplied along with the instrument(s).</p> |
| 10. | <p>Price Basis:</p> <p>Please confirm that prices have been quoted on F.O.R. Patratu site basis.</p> |
| 11. | <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. Training to</p> |

chemists at site during installation should be provided for routine maintenance, operation and safety purpose.

Cost of Installation and Commissioning should be inclusive in the quoted prices.

Installation and Commissioning will be done at following address:

GENERAL MANAGER (PROJ.),
PATRATU STPP (3X800 MW),
PATRATU VIDYUT UTPADAN NIGAM LTD.
P.O.-PTPS, DIST- RAMGARH, JHARKHAND - 829119

Failing to comply to the Installation and Commissioning clause, the offer will be rejected straightaway.

12. **Warranty:**

The equipment shall be warranted for satisfactory performance for a period of 12 months from the date of installation or 18 months from date of dispatch, whichever is **later**. Failing to comply to the warrantee clause, the offer will be rejected straightaway.

Failing to comply to the Guarantee / Warranty clause, the offer will be rejected straightaway.

13. **Packing & Dispatch:**

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.

14. **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 for bidders quoting for both items | INR 40,000/- (INR Forty Thousand Only) | Equivalent Foreign currency | Refundable |
| EMD for bidders quoting for only one (01) item | NIL | | |

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 v_1.9_31Mar23.

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 quoted 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 v_1.9_31Mar23.

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. **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.

15. **General Clause:**

All other commercial terms and conditions will be governed by General Terms and Conditions (GTC) GeM_GTC_4.0 v1.10_02May23

16. **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>”.

17. 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.

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. 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:

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- 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;

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| | <p>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;</p> <p>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;</p> <p>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;</p> <p>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.</p> <p>V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <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> |
| 20. | <p>Make in India: Make in India is applicable for this tender. Bidder to submit signed and stamped copy of duly filled Make in India format.</p> |

Details of contact person(s)-

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