

**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 Flashpoint Apparatus 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.
3. Offered item should have completed one-year operation in "Thermal Power Plant/Any Industry". Commissioning Report, Operation Certificate and End user contact details should be submitted for the same.
4. In case of Agent/Reseller/Traders, offering equipment from OEM, Tender specific authorization letter required from the manufacturer, clearly indicating contact details like Name, E-mail & address of manufacturer.

हस्ताक्षर एवं दिनांक SIGN & DATE			उत्पाद क्रय विनिर्देश		Annexure-II			
सामग्री सूची संख्या को अधिकृतित करता है			PRODUCT PURCHASE SPECIFICATION		पृष्ठ	2	का	1
सामग्री सूची संख्या को अधिकृतित करता है				Page	1	of	2	
COPYRIGHT AND CONFIDENTIAL The information on this documents is the property of Bharat Heavy Electrical Limited. It must not be used directly or indirectly in any way detrimental to the interest of the company		<u>AUTOMATIC FLASHPOINT APPARATUS</u> 1.0 General The equipment shall be used to determine flash points by the Pensky Martens Closed Cup Method (conforming to ASTM D-93). 2.0 Technical Specifications for Automatic Flashpoint Apparatus 2.1 Entire equipment shall be housed as a single unit, separating electronic systems inside by suitable partition. 2.2 The equipment should be able to determine flash points up to 400°C, controlling the heating rate within prescribed limits. 2.3. In case of unknown and contaminated samples, the search facility should be available. 2.4. Should have constant stirring arrangement for sample. 2.5. Operation should be initiated by push-button, which shall proceed till the end of test. 2.6. Display of sample temperature should be digital. 2.7. Audible Signal at the end of test should stop the further continuation of test. 2.8. Flame introduction in the sample should be after every 1°C up to 104°C and very 3°C for set values above 104°C. 2.9. It should be suitable for operation at 220 volts 50 Hz single phase AC supply. 2.10. Equipment should be complete with all essential accessories and should be accompanied by operation and service manual including electrical circuit diagrams spare parts list and remedial measures for trouble shooting.						
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				पृष्ठ Page	2 2
SUPERSEDES INVENTORY NO.	3.0 General Terms & Conditions: 3.1 Document: 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. 3.2 Installation and Commissioning: The supplier shall Install & Commission the equipment at required 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. 3.3 Guarantee / Warranty: The equipment shall be guaranteed / warranted for satisfactory performance for a period of 18 months from the date of dispatch or 12 months from the date of commissioning, whichever is later. 3.4 Packing & Dispatch: The equipment / accessories shall be packed in a suitable water proof / vibration proof packing boxes capable of bearing air and road transit hazards. 3.5 "PCRI HWR" / Name of the Item should be written in bold letters on all four sides of the box. Packing box shall be properly identified and marked with BHEL's (India) Purchase Order Number.				
I सामग्री सूची संख्या को अधिकृतित करता है					
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स्वत्वाधिकार एवं गोपनीय इस प्रलेख में दी गयी सूचना भारत भारती इलेक्ट्रिकल्स की सम्पत्ति है। इसका प्रयोग एवं अप्रत्यक्ष रूप से किसी भी तरह प्रयोग, जो कि कंपनी के हित में हानिकारक हो न किया जाये।					
हस्ताक्षर एवं दिना SIGN & DATE					
सामग्री सूची संख्या INVENTORY NO.					

Buyer Specific ATC document of “Automatic Flash Point Apparatus” for 3X800 MW Patratu Project

1.	MDCC (Material dispatch clearance certificate) Clause: Please note that material shall be dispatched only after issue of Material dispatch clearance certificate (MDCC) by BHEL. You are required to submit packing list, guarantee certificate, complete test reports and calibration certificate etc. for issuance of dispatch clearance. BHEL will release MDCC within 07 days from the date of receipt of complete documents as detailed above. The delivery period of 90 days is inclusive of 07 days taken by BHEL to issue MDCC.
2.	Pre-Qualification Requirement (PQR): The Pre-Qualification Requirements have been made part of bid as Annexure-I. 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. Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.
3.	Technical Specification Requirement: 1. Please quote your valuable offer as per BHEL Specifications enclosed as Annexure-II. 2. Bidders are requested to upload point-wise compliance of BHEL Specifications along with the offer as a token of acceptance.
4.	Payment Terms: • 85% payment after receipt of material at site. • Balance 15% payment after successful installation and commissioning of the material at site. • Payment will be released by BHEL within: - 45 days for Micro and Small enterprises - 60 days for Medium enterprises - 90 days for Non MSME enterprises
5.	Delivery Period: The material should be supplied within 90 days of purchase order. This period includes following: • 07 days for issuing dispatch clearance from the date of receipt of documents mentioned in Clause No. 1 of this document. • 07 days for arranging dispatch of material from the date of providing MDCC by BHEL. Any delay in document submission / approval will be in respective account.

6.	Validity: Offer will be valid for 90 days from bid end date and extensions thereof. BHEL will reserve the right to reject any or all quotations, quoting validity less than 90 days.
7.	Evaluation criteria: Evaluation will be done on the basis of Total Landed cost up to Patratu project site (Total package wise evaluation).
8.	Document: 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.
9.	Price Basis: Please confirm that prices have been quoted on F.O.R. Patratu site basis.
10.	Installation and Commissioning: The supplier shall Install & Commission the equipment at required 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. <i>Cost of Installation and Commissioning should be inclusive in the quoted prices.</i> 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 <i>Failing to comply to the Installation and Commissioning clause, the offer will be rejected straightaway.</i>
11.	Guarantee / Warranty: The equipment shall be guaranteed / warranted for satisfactory performance for a period of 18 months from the date of dispatch or 12 months from the date of commissioning, whichever is later. Failing to comply to the Guarantee / Warranty clause, the offer will be rejected straightaway.
12.	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.

13.	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.
14.	General Clause: All other commercial terms and conditions will be governed by General Terms and Conditions (GTC) GeM GTC 4.0 v1.11_21Jun23.
15.	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”.

16.	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.
17.	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.
18.	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."
19.	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.

Details of contact person(s)-

Mr. Vinay Kumar Gupta Designation: Addnl Engr (PCRI-BOI) Pollution Control Research Institute HEEP, BHEL, Haridwar- 249403 Uttarakhand, India Email ID: vinaykumar.gupta@bhel.in Tel: +91 1334 28 1187	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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Certificate

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017 & P-45021/2/2017-PP (BE-II) dated 28.05.2018, we hereby certify that we M/s _____(supplier name) are local supplier meeting the requirement of minimum local content (50%) as defined in above orders for the material against Enquiry No. _____

Details of location at which local value addition will be made is as follows:

We also understand, false declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Seal and Signature of Supplier