# ANNEXURE-1 PRE QUALIFICATION REQUIREMENTS (PQR)

- 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/Any other acceptable document certified by CA"
- 2. The Bidder/OEM should have supplied the offered "UV-Visible Spectrophotometer" in last 05 years and the same has completed one-year operation 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. For Bidders offering upgraded / latest models of item proven in point 2 above, PQR of equivalent previous models is acceptable. For offered item, OEM shall certify that offered model is upgraded version of earlier model meeting PQR in point 2 above.
- 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.

Detailed printed Catalogue must be provided with the offer.

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bidder.

	THE	<u>जड्ल</u> उत्पाद क्रय विनिर्देश				Annexure-2						
SIGN & DATE	!				-	पृष्ठ	2	का	2			
IS		,,	PRODUCT	PURCHASE SPECIFI	CATION	Page	2	of	2			
SY NO.	7.0	General '	Terms & Condit	ions								
INVENTORY NO.	7.1		tion for operation a	of O&M Manual in English la and maintenance of the equi	0 0 0	-						
अधिक्रमित करता है	7.2											
D CONFIDENTIAL the property of Bharat Heavy Electrical rindirectly in any way detrimental to the title company	Failing to comply to the Installation and Commissioning clause, the offer will be rejected straightaway.											
<b>→</b> .2° 0 7	7.3	<b>Guarantee/ Warranty</b> : 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 earlier.										
COPYKIGHTAN The information on this documents Limited It must not be used directly interest	Fai	Failing to comply to the Guarantee clause, the offer will be rejected straightaway.										
	7.4	<b>7.4 Packing &amp; Dispatch</b> : The equipment / accessories shall be packed in a suitable water proof vibration packing box capable of bearing air and road transit hazards.										
स्वत्तापिकार एव गोपनीय स्थान भरत हैंगी इसकिट्रकल से सम्पतित है इसका प्रत्येश एवं अस्ताक रूप से किसी झी तरह प्रयोग, यो कि कम्पनी के हिन्दी में होनिकारका हो न किया जाये।	7.5	_		rly identified and marked wi ' should be written in bold le	•	-						
स्वतापिकार एवं गोपनीय इस प्रतेष में दी गयी स्थान भारत हैयी इसकित्यक्त की स्थमतिन है। इसका प्रत्यका पर्व तह प्रयोग, यो कि कम्प्री के हिर्म में मिकारका हो में किया												
SIGN & DATE												



## उत्पाद क्रय विनिर्देश

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#### PRODUCT PURCHASE SPECIFICATION

सामग्री सूची सखंया के अधिक्रमित करता है

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Limited. It must not be used directly or indirectly in any way detrimental to the
interest of the company

। एवं अप्रत्यक्ष रूप २ ग जाये ।

सूचना भारत हैवी इलेक्ट्रिकल्स की समपत्ति है इसका प्रत्यक्ष । तरह प्रयोग, जो कि कम्पनी के हित में हानिकारका हो न किया 1.0 Name of Equipment: <u>UV-Visible Spectrophotometer (Double Beam)</u>

**2.0 General:** Double beam UV-visible spectrophotometer should be microprocessor controlled with dual source assembly for UV & visible region, monochromatic, digital readout of absorbance /transmittance and concentration.

3.0 Specification:

i) Operating Wavelength Range : 190-1100 nm

ii) Wavelength Presentation : Digital counter in 0.2 nm increments or better

iii) Wavelength Accuracy : ± 0.5 nm or betteriv) Wavelength Repeatability : Better than 0.20 nm

v) Stray Light : Less than 0.3% T at 220 nm

vi) Photometric Readout : Digital display for linear transmittance (T)

vii) Spectral Band Width : 1.5 nm or less

viii) **Photometric Accuracy** :  $\pm 0.005$  at 1A or  $\pm 0.002$  at 0.5A or better

ix) Wavelength selection : Automatic

x) **Resolution** : Better than 0.2 nm throughout the entire range.

**4.0** The instrument should have the facility for storage of spectra with facilities for multi wavelength mode, baseline correction, peak area and other statistical calculations along with in - built printer and Interface for latest version of branded computer..

#### 5.0 ACCESSORIES

5.1 Matched pair of rectangular cells of following path length for use in 190-1100 nm range made Of pyrex / silica glass.

a) 10 mm : 4 pairs
b) 20 mm : 2 pairs
c) 50 mm : 4 pairs
d) 100 mm : 1 pair

5.2 Cell holder for use with 20 mm & 50 mm & 100 mm path length cells.

5.3 Voltage stabilizer suitable for use with the main instrument.

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ad ,oa g GN & DA	Æ			पृष्ठ	2	का	2							
fnuk Si		//	PRODUCT PURCHASE SPECIFICATION	Page	2	of	2							
PERSEDES NTORY NO.	6.0	<b>6.0</b> The instrument should be use at 220 V AC 50 Hz, single phase power supply.												
INVENTO	7.0	The instruments must be accompanied by O&M Manuals which should be complete with circuit diagram, performance testing, and fault finding procedures.												
गमग्रा सूचा संख्या का अधिक्रमित करता है	8.0	The equipment's should be supplied along with two years' requirement of spare-parts for smooth use particularly source lamp and fuses.												
		Any accessories, standards, Reagents, chemicals and consumables required during demonstration, installation and commissioning of equipment at site would be provided by												
CONFIDENTIAL property of Bharat He avy Electrifucctly in any way detrimental to company	the bidder.  Detailed printed Catalogue must be provided with the offer.													
AND CO nents is the prope rectly or indirectly rest of the comp	9.0	General Terms & Conditions												
COPYRIGHT AND CONFIDENTIAL The information on this decureurs is the property of Bhanet Heavy Becarical LimitedIt must not be used directly or indirectly in any way derimental to the interest of the company	9.1	<b>Document:</b> One hard copy of O&M Manual in English language giving complete technical information for operation and maintenance of the equipment including circuit diagram shall be supplied.												
प्रत्यक्ष रूप से किसी भी	9.2	<b>Installation and Commissioning:</b> 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.												
<b>दं गोपनीय</b> पत्ति हैं इसका प्रत्यक्ष ए हालिकारका हो न किया उ		Failing to comply to the Installation and Commissioning clause, the offer will be rejected straightaway.												
स्वत्वायिकार एवं गोपनीय इस प्रतेख में दी गयी सूक्ष्म क्षारत हैयी इस्कीट्रक्तम की सम्परित है इसका प्रयक्षा एवं अ तह प्रयोग, जो कि कम्पने के क्षित में क्षानिकारक हो न क्षिया जावे	9.3	<b>Guarantee/Warranty:</b> 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 earlier.												
ी गयी सूचना भ तरह प्रयो	Fai	Failing to comply to the Guarantee clause, the offer will be rejected straightaway.												
5-3	9.4	_	<b>Dispatch:</b> The equipment / accessories shall be packed in a suitation packing box capable of bearing air and road transit hazards.	able wate	r									
हम्साक्षर एव दिना SIGN & DATE	9.5	_	s shall be properly identified and marked with BHEL's (India) Pur PCRI HWR" should be written in bold letters on all four sides of Pa											

## Buyer Specific ATC document for UV VIS Spectrophotometer (Single Beam & Double Beam) of 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. For issue of MDCC, you are required to submit the set of documents (i.e. Packing list, Guarantee certificate, Complete test reports & Calibration certificate (if applicable).

BHEL will release MDCC within 07 days from the date of receipt of complete documents as detailed above.

The delivery period of 120 days is inclusive of 07 days taken by BHEL to issue MDCC.

#### 2. Quality Requirement:

- (i) BHEL / BHEL's Customer / Nominated third part inspection agency may do inspection at works of bidder before dispatch of material.
- (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 within 15 days of Purchase Order. 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.

The delivery period of 120 days is inclusive of time for quality plan submission and approval.

## 3. **Pre-Qualification Requirement (PQR):**

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.

Techno-Commercial offer of only those bidders shall be evaluated who meet the Pre-Qualification Requirements.

#### 4. Technical Specification Requirement:

1. Please quote your valuable offer as per BHEL Specifications enclosed as follows with bid documents:

**Annexure-2:** UV VIS Spectrophotometer (Single Beam)

**Annexure-3:** UV VIS Spectrophotometer (Double Beam)

2. Bidders are requested to upload point-wise compliance of BHEL Specifications along with the offer as a token of acceptance.

### 5. **Payment Terms:**

- 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:
  - 45 days for Micro and Small enterprises
  - 60 days for Medium enterprises
  - 90 days for Non MSME enterprises

#### 6. **Delivery Period:**

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.

#### 7. Evaluation criteria:

Evaluation will be done on the basis of Total Landed cost up to Patratu project site (Item wise evaluation).

Bidders can quote for single item also.

#### 8. **Document:**

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).

#### 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 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 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.

### 11. Warranty:

The equipment shall be 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 earlier.

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. **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	Туре
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 ba	ank	Contact Details of Banker			
STATE BANK OF INDIA	SWIFT NO:	SBININBB225	Chief Manager (IBD)			
RANIPUR BRANCH,	CC ACCOUNT NO :	10667995458	Contact No. +91 1334 224201			
OPP: BHEL MAIN GATE,	IFSC CODE :	SBIN0000586	+91 1334 226125			
SECTOR-5, RANIPUR, HARIDWAR,			Fax: +91 1334 226512			
UTTRAKHAND, INDIA						
PIN CODE : 249403						

- 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 v 1.9 31Mar23.

#### 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 "<a href="https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors">https://www.bhel.com/guidelines-suspension-business-dealings-supplierscontractors</a>".

#### 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.

## 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. "

## **Certificate**

m	line wit	n Gover	nment	Public Pi	ocurem	ient Order No	. P-43	0021/2/20	)1 /-BE-I	II at. I	5.06.	2017
&	P-4502	21/2/201	17-PP	(BE-II)	dated	28.05.2018,	we	hereby	certify	that	we	M/s
						(suppl	ier na	me) are l	ocal supp	olier m	eetin	g the
rec	quireme	nt of mir	nimum	local con	tent (50	%) as defined	in ab	ove orde	rs for the	mater	ial ag	ainst
En	quiry N	o										
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De	tails of	location	at wh	ich local	value ac	ddition will be	mad	e is as fo	llows:			

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