

Bid Document

Bid Details	
Bid End Date/Time	23-01-2023 17:00:00
Bid Opening Date/Time	23-01-2023 17:30:00
Bid Offer Validity (From End Date)	120 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Heavy Engineering Corporation Limited (hec)
Office Name	Raanchi
Total Quantity	4
Item Category	Moisture Testing Furnace , Volatile Matter Furnace , Weighing machine , Electronic Balance
BOQ Title	Laboratory Equipment
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Bid to RA enabled	No
Type of Bid	Two Packet Bid
Primary product category	Moisture Testing Furnace
Time allowed for Technical Clarifications during technical evaluation	5 Days
Estimated Bid Value	243198
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Required	No
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Splitting

Bid splitting not applied.

MII Purchase Preference

MII Purchase Preference	No
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Moisture Testing Furnace

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
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S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	T .Siva Kumar	828307,DGM I/C Madhuband coal washery site, Nudkhurkee post, Near Bagmara, Dist.Dhanbad, Jharkhand - 828307	1	37

Volatile Matter Furnace

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	T .Siva Kumar	828307,DGM I/C Madhuband coal washery site, Nudkhurkee post, Near Bagmara, Dist.Dhanbad, Jharkhand - 828307	1	37

Weighing Machine

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	T .Siva Kumar	828307,DGM I/C Madhuband coal washery site, Nudkhurkee post, Near Bagmara, Dist.Dhanbad, Jharkhand - 828307	1	37

Electronic Balance

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	T .Siva Kumar	828307,DGM I/C Madhuband coal washery site, Nudkhurkee post, Near Bagmara, Dist.Dhanbad, Jharkhand - 828307	1	37

Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- a. **Delivery- Inspection call with all relevant documents as per approved QAP shall be submitted within 20 (Twenty) days from the date of approval of drawing or QAP whichever is later. Drawings and QAP will be submitted for approval within for**

approval within 7(Seven) days from the date of receipt of P.O & all data from our side. Delivery at site shall be completed within 10 (ten) days from the date of issue of dispatch clearance/inspection certificate whichever is applicable.

b. Inspection - Shall be done by HEC/Authorized representative of HEC as per Clause no. 4 of Technical Specification.

c. Guarantee- The equipment/materials must carry a guarantee against faulty materials, faulty design, defective and bad workmanship for a period of 18 months from the date of Performance and Guarantee Test or 24 months from the date of receipt of last consignment at site store whichever is earlier. Any defects noticed during the guarantee period will have to be replaced by the supplier free of cost and replacement of parts/materials will also have a similar guarantee. A Guarantee Certificate must be provided at the time of delivery.

d. Drawing & document shall be submitted for approval as per instruction mentioned in Technical Specification.

e. LEGALITY AND DISPUTE SETTLEMENT :

i. This order/purchase order shall be governed by and interpreted according to the relevant laws of India with jurisdiction of courts at Ranchi.

ii. Any dispute that may arise between the parties out of or in-connection with this order/purchase order or for the breach thereof, shall be settled amicably and in good faith by negotiations between the designated executives of the parties, at the first instance.

iii. In the event, the parties fail to resolve the disputes or differences arising out of or in connection with the order/purchase order or execution thereof through amicable settlement, the same shall be referred to settlement through "adjudication" of the same by the Sole Arbitrator appointed by PURCHASER. Such arbitration shall proceed as per the provisions of Arbitration and Conciliation Act, 1996 and /or amended from time to time.

iv. The arbitration shall be governed by and in accordance with the Arbitration and Conciliation Act, 1996 for adjudication of the disputes and differences including claims and counter-claims of the parties. The award rendered shall be final and binding upon both the parties.

v. The venue of arbitration shall be normally at Ranchi only, unless and until agreed otherwise by the parties.

vi. The courts at Ranchi in the State of Jharkhand shall have the exclusive jurisdiction in respect of all the disputes arising out of this contract.

- f. All the clauses of Order No. F. No. 6/ 18/ 2019 - PPD dated 23.07.2020 issued by Ministry of finance (dept of Expenditure) shall be applicable against the tender. The same is available at website <https://doe.gov.in/procurement-policy-divisions>). All bidders are required to furnish confirmation in compliance to this order.
- g. As per Make in India procurement policy of Govt. of India and Department for Promotion of Industry and Internal Trade (DPIIT) order No. P-45021/2/2017-PP (BE-II) dated 04th June, 2020, All bidders are required to furnish confirmation in compliance to this order.
- h. One manufacturer can submit only one offer (either directly or through authorized dealer).

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

[This Bid is also governed by the General Terms and Conditions](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---Thank You---