

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	25-10-2022 16:00:00
<b>Bid Opening Date/Time</b>	25-10-2022 16:30:00
<b>Bid Offer Validity (From End Date)</b>	120 (Days)
<b>Ministry/State Name</b>	Ministry Of Heavy Industries And Public Enterprises
<b>Department Name</b>	Department Of Heavy Industry
<b>Organisation Name</b>	Heavy Engineering Corporation Limited (hec)
<b>Office Name</b>	Raanchi
<b>Total Quantity</b>	2
<b>Item Category</b>	DISCHARGE BOX FOR SUSPENDED MAGNETIC SEPARATOR FOR MADUBAND NLW COAL WASHERY PROJECT OF BCCL (Q3)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	5 Days
<b>Evaluation Method</b>	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

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.

### **DISCHARGE BOX FOR SUSPENDED MAGNETIC SEPARATOR FOR MADUBAND NLW COAL WASHERY PROJECT OF BCCL ( 2 set )**

Brand Type

Unbranded

#### **Technical Specifications**

Buyer Specification Document

[Download](#)

#### **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	2	30

### **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 15 (fifteen) days from the date of approved drawing and QAP whichever is later. Drawings and QAP will be submitted for approval within two weeks from the date of receipt of P.O & all data from our side. Delivery at site shall be completed within 15 days from the date of issue of despatch clearance/inspection certificate whichever is applicable.**

- b. Inspection - Shall be done by HEC/Authorized representative of HEC.**
- c. Guarantee- The equipment/materials must carry a guarantee against faulty materials, faulty design, defective and bad workmanship for a period of 12 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 declaration 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 declaration 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. 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 incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

[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---**