Buyers Specific Additional Terms & Conditions in addition to GTC

<u>Item Name: Vapour Exhauster with IE3 Motor</u>
<u>Projects: DVC MEJIA, 250 MW Project</u>

A. SCOPE OF ENQUIRY

E-bids on GeM are invited from bidders for the supply of <u>Vapour Exhauster with IE3 Motor</u> for <u>DVC MEJIA Project</u>, as per requirement mentioned below:

SI. No.	Project	Material Code & Item Description	Total Quantity		Date for Supply Completion
NO.			Quantity		Completion
1	DVC MEJIA Project	Material Code W96415003127	02 Nos.	02 Nos. (Lot-1)	01.09.2023
		Vapour Exhauster with IE3 Motor			
		SPEC: TG 60432 REV: 04			

B. Project Detail

Project Name & Address	ADDL. CONTROLLER OF STORES DVC, MEJIA TPS P.O.MTPS, DIST.BANKURA W.B., PIN-722183
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C. EARNEST MONEY DEPOSIT (EMD): EMD shall be NIL,

Annexure-A

Sl. No.	No. Terms Description		Your
			confirmation
1.	Confirmation to compliance of GTC on GeM 4.0 (Ver- 1.7)	General terms and conditions on GeM 4.0 (Version 1.7) or subsequent rules/policies issued by GeM shall be applicable.	
2.	Documents Checklist:	Kindly confirm that the following documents have been submitted along with your offer: 1. Pre-Qualification Requirements (as defined in Annexure-1). 2. Any other document as specified in "Buyers Specific ATC".	
3.	Pre- Qualification Requirements (PQR)	The Pre-Qualification Requirements have been compiled and placed at ANNEXURE-1. All the bidders should ensure submission of complete details and documents as called for in these requirements. 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.	Special Instruction of Technical requirement	Please confirm that material specification as per Spec TG60432 rev 04 only is followed for concerned items of the enquiry. Test and Guarantee certificates are required to be submitted. Please confirm.	
		Kindly confirm that quoted offer by you have been complied all technical requirements as given in tender documents and submit all documents to BHEL as per tender specifications and drawings without any deviations.	

5.	Price basis	Prices should be quoted on F.O.R. Destination basis i.e. up to DVC Mejia including freight, packing & forwarding charges, GST etc. Please mention here the applicable GST rate included in the price quoted by you.				
		The evaluation currency for this tender				
6.7.	Evaluation criteria Transit	Evaluation will be done on the basis of total landed cost to BHEL, with cost involved for delivery up to Mauda Project site (considering ITC). Bidders to insure applicability of ITC on Gem portal. Transit insurance shall be arranged by BHEL and not to be included in the				
	Insurance	prices.				
8.	Payment Terms	The payment term shall be done after issue of consignee receipt-cum acceptance certificate (CRAC) as per the below details:				
		Type of Bidder Payment Terms (Number of Days)				
		Micro & Small Enterprises (MSEs)	45 days			
		Medium Enterprises	60 days			
		Non MSME	90 days			
9.	MDCC clause	Material shall be dispatched only after issue of material dispatch clearance certificate (MDCC) by BHEL. All test certificates and relevant documents are to be sent to BHEL before dispatch of material for issue of MDCC, which will be issued after review of test certificates etc. MDCC will be issued within 07 days of receipt of these documents once found complete in all respects. In case of any delay on account of BHEL in issuing MDCC, delivery shall be extended by no. of days in excess of 7 days taken by BHEL in issuing MDCC and delays shall be dealt on merit basis. Material is to dispatched within 07 days of receipt of MDCC from BHEL without waiting for PO amendment.				
10.	Quality Requirements	Inspection will be done by BHEL nominated Inspection agency 'M/s INTERTEK' as per BHEL approved QP (Quality Plan). Vendor to submit endorsed SQP "QA/BE/QP/306, rev-04"				
11.	Document submission for approval from BHEL	Drawings/Data sheets/Documents/Type Test/ Quality Plan etc. as called for in the specifications shall be submitted for approval to BHEL within 20 days of purchase order. Approved documents/QP are to be followed by the supplier without any price implication. Any delay in delivery on account of late submission of drawings/data sheets/QAP/documents shall be to vendors account. BHEL will arrange the approval of the drawings/data sheets/ documents within 20 days of their receipt provided those are complete in all respect. Delays in approval shall be dealt on merit basis.				
12.	Guarantee	Kindly confirm that all equipment shall be guaranteed for a minimum period of 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier. Buyer to submit guarantee certificate mentioning above guarantee period. Please note that offers with guarantee period lesser than above mentioned guarantee period may result in rejection of the offer.				
13.	Manufacturing Period	Kindly quote your minimum delivery period in no. of weeks/months 1. From the date of PO placement				
		BHEL reserve right to reject offer of the bidders not meeting BHEL's delivery requirement.				

14.	Manufacturing clearance	In case of ordering, vendor has to take manufacturing clearance from BHEL before starting manufacturing of material. No manufacturing is to be started	
		without getting clearance from BHEL. Kindly confirm.	
15.	Liquidated Damages	If the Seller/Service Provider fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.	
		The date of LR (Lorry Receipt) would be treated as the date of delivery for penalty purposes.	
16.	Arbitration:	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.	
17.	Risk Purchase:	In case of abnormal delays (beyond the maximum late delivery period as per Penalty 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.	
18.	Firm prices	Price will remain firm and fixed during entire execution of tender/supply.	
19.	Gem Charges:	GeM user charges (i.e. for buyers & sellers) for the various transaction on GeM portal as decided and notified on the GeM portal would be either side. Kindly confirm.	
20.	Action against Bidders	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"	
21.	Consignee Declaration	Material will be dispatch by successful vendor to DVC Mejia consignee address (page-1) only and HEEP Haridwar will be responsible for CRAC generation after confirmation received from customer. (Just for information and acceptance)	
22.	Bidder Contact details	Contact details of your representative: Mobile no. & Email id (minimum 2 person) 1. 2.	

Mandatory Pre-Qualification requirements for Vapour Exhauster (SPEC. TG60432)

Description

The Vapour Exhauster is required to handle mixture of turbine oil vapours, air & H2 and for creating partial vacuum in generator bearing chamber & oil tanks of Tubogenrators. Vapour exhauster shall comprise of Centrifugal fan, Squirrel cage induction motor, base frame for mounting and motor terminal box.

Mandatory requirement for Pre-Qualification

1.0 Experience Requirement -

The Vendor should be a regular manufacturer of such Vapour exhasuter & should source motor set from regular manufacturer. Vendor should have supplied at least Three (3) nos. of vapour exhauster with motor in last Seven (7) years (from the date of issuance of enquiry) with following technical details—

Si No.	Parameter	Value
(i)	Exhauster & Motor Type	Centrifugal fan with squirrel cage 3 phase induction motor
(ii)	Flow medium	Mixture of Oil, Gases and Air.
(iii)	Material	Carbon Steel or Stainless steel
(iv)	Discharge Pressure	96 mmWC & above
(v)	Discharge Capacity	100 M3/Hr & above
(vi)	Motor Rating	0.75 KW & above
(vii)	Rated Speed	2820 RPM (approx)
(viii)	415V AC	

In support of above, vendor to furnish information, as per the following format for previous supplied Vapour exhasuter meeting the above technical requirement for the past Seven (7) years from the date of issuance of enquiry.

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	Si. No.	Purchase reference r		Purchase issue date	order	QTY.	Motor KW rating	Discharge Pressure (mmWC)	Discharge Capacity (M3/Hr)
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Vendor to submit the following documents as an evidence of acceptance of supplied Vapour exhauter, for the above mentioned successfully executed order -

- a) Vendor to furnish copy of Un-Priced Purchase Orders executed for supply of at least Three (3) nos. of vapour exhauster with motor in last Seven (7) years (from the date of issuance of enquiry).
- b) Vendor to furnish the test certificate for Exhasuter fan & motor set as per relevant standard for any one of the PO submitted. The submitted test certificates should have co-relation with PO.
- c) Vendor to furnish supporting document for the evidence of final acceptance from End customer/Third Party of supplied vapour exhauster with motor for any one of the submitted PO's. Acceptance certificate should contain information like item details, Quantity accepted and should also have correlation with PO reference no.
- 2.0 Vendor shall submit the proof of manufacturer i.e. Factory license, NSIC certificate

Note - BHEL reserves the right to verify information submitted by vendor. In case the information is found to be false / incorrect, the offer shall be rejected.

\$0110 28-10-22

निर्माणकर्ता

कुणाल मिश्रा प्रबंधक/ ई. एम. ई. जांचकर्ता

मंजू आजाद उप महाप्रबंधक/ ई. एम. ई. नित्या नन्द रमण

अपर महाप्रबंधक/ ई. एम. ई.