

Bid Document

Bid Details	
Bid End Date/Time	12-01-2023 14:00:00
Bid Opening Date/Time	12-01-2023 14:30:00
Bid Offer Validity (From End Date)	90 (Days)
Ministry/State Name	Ministry Of Heavy Industries And Public Enterprises
Department Name	Department Of Heavy Industry
Organisation Name	Bharat Heavy Electricals Limited (bhel)
Office Name	10410005-pc Chennai
Total Quantity	132
Item Category	921044500000 - BW LR 90 DEG ELBOW OD219.1X7.04 , 921044520000 - BW LR 30 DEG EL OD219.1X7.04 - EXT ARM , 925043280000 - BW 30 DEG LR ELBOW OD406.4X12.7 , 925043290000 - BW 15 DEG LR ELBOW OD406.4X12.7 , 925043300000 - BW 90 DEG LR ELBOW OD406.4X12.7
BOQ Title	Manufacture and Supply of BW Fittings for NPCIL Kudankulam project
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Certificate (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Type of Bid	Two Packet Bid
Primary product category	925043300000 - BW 90 DEG LR ELBOW OD406.4X12.7
Time allowed for Technical Clarifications during technical evaluation	2 Days
Payment Timelines	Payments shall be made to the Seller within 90 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
Evaluation Method	Item 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	Yes
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MSE Purchase Preference

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. 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.

3. 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.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1

will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	921044500000 - Bw Lr 90 Deg Elbow Od219.1x7.04	44
Schedule 2	921044520000 - Bw Lr 30 Deg El Od219.1x7.04 - Ext Arm	4
Schedule 3	925043280000 - Bw 30 Deg Lr Elbow Od406.4x12.7	16
Schedule 4	925043290000 - Bw 15 Deg Lr Elbow Od406.4x12.7	16
Schedule 5	925043300000 - Bw 90 Deg Lr Elbow Od406.4x12.7	52

921044500000 - BW LR 90 DEG ELBOW OD219.1X7.04

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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	Poongkodi Vijayakumar	600017,80, G.N. ROAD, T.NAGAR, CHENNAI-17.	44	120

921044520000 - BW LR 30 DEG EL OD219.1X7.04 - EXT ARM

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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	Poongkodi Vijayakumar	600017,80, G.N. ROAD, T.NAGAR, CHENNAI-17.	4	120

925043280000 - BW 30 DEG LR ELBOW OD406.4X12.7

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ Detail Document	View File

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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Poongkodi Vijayakumar	600017,80, G.N. ROAD, T.NAGAR, CHENNAI-17.	16	120

925043290000 - BW 15 DEG LR ELBOW OD406.4X12.7

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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	Poongkodi Vijayakumar	600017,80, G.N. ROAD, T.NAGAR, CHENNAI-17.	16	120

925043300000 - BW 90 DEG LR ELBOW OD406.4X12.7

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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	Poongkodi Vijayakumar	600017,80, G.N. ROAD, T.NAGAR, CHENNAI-17.	52	120

Buyer Added Bid Specific Terms and Conditions

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

3. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

4. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

6. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

7. Inspection

Nominated Inspection Agency: On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance:

Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC): By NPCIL and BHEL / BHEL authorized TPI

Post Receipt Inspection at consignee site before acceptance of stores: By BHEL

8. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address NPCIL-Kudankulam Sea Water PPG, Nuclear Power Corporation of India Ltd, Kudankulam Nuclear Power Project, Radhapuram Taluka, Tirunelveli, Kudankulam, Tamil Nadu 627 106.

9. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

10. Generic

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

11. Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

12. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

13. Warranty

Warranty period of the supplied products shall be 2 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

14. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

1. Price Basis: Rate quoted in GeM portal shall be on FOR destination NPCIL Kudankulam project site basis inclusive of all raw material procurement, manufacturing, Packing & Forwarding, freight, transit insurance, taxes and duties. The quoted / finalised rates shall be "Firm" till execution of the supplies. Offer with PVC clause will not be considered.

2. In case bidder is not approved by NPCIL for supply of Carbon Steel BW Fittings, post evaluation of Pre-Qualification Requirement (PQR) and Techno-Commercial acceptance, un-approved bidders will be taken up for NPCIL approval. For this purpose, post PQR and Techno-Commercial evaluation, un-approved qualified bidders will be required to submit filled in NPCIL Sub Contractor Evaluation Report and supporting documents for taking up NPCIL approval. Only PQR qualified, Techno-Commercially accepted and NPCIL approved suppliers for Carbon Steel BW Fittings will be considered for price evaluation of the Enquiry.

3. Inspection will be done by NPCIL and BHEL / BHEL authorized TPI as per NPCIL approved Quality Plan. Manufacturing Quality Plan inline with TDC 7430 002 Rev 01 shall be submitted for NPCIL approval within 5 days from Purchase Order. Any other procedural qualification necessitated as per TDC 7430 002 Rev 01 / NPCIL approved Quality Plan shall also be complied with by the supplier. Inspection charges of BHEL / BHEL authorized TPI will be to BHEL's account. Any other testing charges should be included in the quoted prices. All facilities, equipment and instruments required for inspection shall be provided by the contractor free of cost. BHEL's Representatives will have free access to contractor's works during the currency of the contract. For NPCIL and BHEL / BHEL authorized TPI inspector to visit supplier works, a minimum of 5 working days' notice period is required. Suppliers shall ensure timely inspection calls are raised for arranging inspection.

4. Dispatch of materials: All finished materials are to be dispatched only after receipt of dispatch clearance from NPCIL. Upon receipt of dispatch clearance from NPCIL, materials shall be properly packed and dispatched to the following location on FOR destination basis:

**NPCIL-Kudankulam Sea Water PPG,
Nuclear Power Corporation of India Ltd,
Kudankulam Nuclear Power Project,
Radhapuram Taluka, Tirunelveli,
Kudankulam, Tamil Nadu 627 106.**

5. Payment Term & Payment Documents: 100% Payment within 90 days from CRAC. For Micro and Small Enterprises Payment within 45 days from CRAC. For Medium Enterprises Payment within 60 days from CRAC.

Following documents shall be submitted for payment:

1. Original GST Invoice in triplicate
2. Delivery Challan / Packing list in triplicate
3. Site acknowledged Lorry Way Bill & E-Way bill (Original + Two copies)
4. GEM Invoice and GEM CRAC (Consignee Receipt & Acceptance Certificate)
5. Original Inspection Report (IR) and original quality documents (as per approved Quality Plan)

Post dispatch of materials, soft copy of Invoice and LR shall be sent to BHEL. Payment shall be processed only after receipt of CRAC in GEM. GEM invoice shall be raised as per the quantity mentioned against each dispatch lot. For the purpose of LD calculation, Invoice date / LR date / E-Way Bill date, whichever is later will be considered.

6. The offers of the bidders who are under suspension and also the offers of the bidders, who engage the services of the banned firms / principal / agents, shall be rejected. The list of banned firms is available on BHEL web site www.bhel.com.

7. Risk Purchase Clause:

a) In the event of any successful Tenderer's failure to fulfil any of the tender / Contract obligations including supply of whole or any part of the ordered items as per Contract / Agreement, BHEL has the right to terminate the contract and purchase from elsewhere, at the risk and cost of the defaulted supplier, either the whole of the goods or any part which the supplier has failed to deliver or dispatch within the time stipulated in the contract or if the same were not available, the best and nearest available substitute thereof. The supplier shall be liable for the additional expenditure / difference in Cost, if any, including consequential losses which BHEL may sustain by reason of risk purchase in addition to the applicable LD as per the Purchase Order / contract.

b) The decision of BHEL with regard to the additional expenditure / difference in cost and consequential losses incurred by BHEL shall be final and binding on the supplier.

c) The amount recoverable under risk purchase shall be recovered from the defaulted supplier in all or any of the following manners:

(i) From dues available in the form of Bills payable to defaulted supplier, SD, BGs against the same contract.

(ii) From the dues payable to defaulted supplier against other contracts in the same Region / Unit / any other region / unit.

(iii) In case recoveries are not possible with any of the above available options, Legal action shall be initiated for recovery against defaulted supplier.

15. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file](#).

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---