

Bid Document

Bid Details	
Bid End Date/Time	02-08-2021 11:00:00
Bid Opening Date/Time	02-08-2021 11:30:00
Bid Life Cycle (From Publish Date)	90 (Days)
Bid Offer Validity (From End Date)	65 (Days)
Ministry/State Name	Pmo
Department Name	Department Of Atomic Energy
Organisation Name	Nuclear Power Corporation Of India Limited
Office Name	Tamilnadu
Total Quantity	248
Item Category	Bush with ID 91 mm and OD 138 mm for RCP , Washer with ID 94 mm and OD 148 mm for RCP
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) *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
Primary product category	Washer with ID 94 mm and OD 148 mm for RCP
Time allowed for Technical Clarifications during technical evaluation	5 Days
Evaluation Method	Total value wise evaluation

EMD Detail

Required	No
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ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	14

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

Beneficiary:

Site Director

Site Director, Kudankulam Nuclear Power Project Kudankulam PO., Radhapuram Taluk, Tirunelveli District-627 106

(Kudankulam Nuclear Power Project)

Splitting

Bid splitting not applied.

MII Purchase Preference

MIIPurchase Preference	Yes
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Reserved for MSE

Reserved for MSE	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. Procurement under this bid is reserved for purchase from Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar for that product category. If the bidder wants to avail the reservation benefit, 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.

Bush With ID 91 Mm And OD 138 Mm For RCP (124 the number pi)

(Minimum 50% Local content required for MII compliance)

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Charles Durai	627106,KKNPP, NPCIL, KUDANKULAM, RADHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU	124	180

Washer With ID 94 Mm And OD 148 Mm For RCP (124 the number pi)**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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Technical Specifications

Buyer Specification Document	Download
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Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Charles Durai	627106,KKNPP, NPCIL, KUDANKULAM, RADHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU	124	180

Buyer Added Bid Specific Additional Terms and Conditions

1. 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 %.
2. **Clause towards Civil Liability for Nuclear Damages:** (CLND Act 2010 and Rule 2011)
In line with the CLND act section 17(a) and Rule 24 under Civil Liability for Nuclear Damage Rules, 2011: The liability of the seller shall be to the extent of the value of the goods supplied or equivalent to the buyer's liability whichever is lesser

And

The duration of Seller's liability shall be limited to duration of initial license issued by AERB or the product liability period, whichever is longer.

3. **Quality surveillance:**
 1. Stores covered by the Contract shall be subjected to quality surveillance and inspection by the Purchaser's authorised Inspector.
 2. The Seller shall establish a quality surveillance and inspection plan in consultation with the Inspector or inspection agency and have it approved by the Purchaser before start of manufacture. The Seller shall give notice of readiness of Stores for inspection to the Inspector and shall perform all tests and inspection in presence of the Inspector as per the terms of the Purchase specifications and approved inspection plan.
 3. Any Stores submitted for inspection and rejected by the Inspector must be removed by the Seller within fourteen days from the date of receipt of intimation of rejection provided that in case of dangerous,

infected or perishable Stores, the Inspector (whose decision shall be final) shall notify the Seller to remove such Stores within 48 hours of receipt of intimation of rejection and it shall be the duty of the Seller to remove such rejected Stores and the same shall lie at the Seller's risk from the time of such rejection and if not removed within the aforementioned time, the Purchaser shall have the right either to return the rejected Stores to the Seller at the Seller's risk by such mode of transport as Purchaser may select or dispose off or segregate such Stores as he thinks fit at the Seller's risk and on his account and appropriate such portion of the proceeds as may be necessary and recover any damages or expenses incurred by the Purchaser in connection with said sale and storage if any. Freight paid by the Purchaser on Stores received and rejected after examination at destination shall be recoverable from the Seller.

4. The Stores shall be offered by the Seller for inspection at such places as may be specified by the Inspector at the Seller's risk, expense and cost.

5. The stores received by the Purchaser will also be subject to inspection and test as may be considered necessary by the Inspector and his decision as regards rejection of Stores shall be final and binding on the Seller. If any stores are rejected as aforesaid without prejudice to the foregoing provision, the Purchaser shall be at liberty to: -

I. Allow the Seller to resubmit Stores in replacement of those rejected within a time specified by the Purchaser (which time shall become essence of the Contract), the contractor bearing the cost of freight for such replacement without being entitled to any extra payment thereof.

II. Buy the quantity of Stores rejected or other items of similar nature elsewhere without affecting the Seller's liability as regards the supply of any further consignment(s) due under the Contract, if the said Contract has not been cancelled or Terminate the total contract or portion thereof and recover damages from the Seller on that account.

6. Where consignments are required to be delivered / despatched after inspection by the Inspector as per the Contract, a Shipping Release"" issued by the Inspector shall be enclosed along with the delivery challan or other shipping documents viz. (Lorry Receipt, Railway Receipt) accompanying the consignments.

7. Test Certificates and Guarantee Certificates if required by the Inspector shall be obtained and furnished to him free of cost by the Seller and/or from the specified agency.

4.
 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.
5. 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.
6. 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.
7. Scope of supply (Bid price to include all cost components) : Only supply of Goods
8. **Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER):** Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its

Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

9. Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name Nuclear Power Corporation of India Limited-Kudankulam Nuclear Power Project Account No. 30695261672 IFSC Code SBIN0004387 Bank Name State Bank of India Branch address Anuvijay Township. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.
10. Buyer Added text based ATC clauses

The technical specification given in bid is common for bush and washer.

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 specification 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.

[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---