

Bid Document

Bid Details	
Bid End Date/Time	08-01-2022 12:00:00
Bid Opening Date/Time	08-01-2022 12:30:00
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	Kakrapar Gujarat Site
Total Quantity	1
Item Category	BOQ (Q3) (SFSB Surface Cleaning Filter Element for In to out flow)
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	No
Time allowed for Technical Clarifications during technical evaluation	3 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
Kakrapar Gujarat Site, Department of Atomic Energy, NUCLEAR POWER CORPORATION OF INDIA LIMITED, PMO
(Site Director)

Splitting

Bid splitting not applied.

1. 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.

BOQ (1 pieces)

Brand Type	Unbranded
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Technical Specifications

Specification Document	View File
BOQ 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	Kamleshkumar Gemalsinh Khengar	394651,KAPS PLANT SITE, PO ANUMALA, DISTRICT TAPI, GUJARAT	1	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**

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 %.

3. **Generic**

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. **Generic**

Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.

5. **Generic**

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

6. **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.

7. **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.

8. **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.

9. **Purchase Preference (Centre)**

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% 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 percentage of 25% of total value.

10. **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.

11. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Purchase preference for Make in India products

Purchase preference shall be given for procurement under this bid to Class I 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 Class-I local supplier shall be as per relevant notification/order issued by nodal ministry as available on the website of Dept. of Promotion of Industries and Internal Trade and as specified in the GeM Bid.

In order to obtain "Purchase Preference" under the MII policy, Bidders shall submit Undertaking / self-certification from the OEM for following information in compliance to above mentioned Make-In-India policy, failing which the bid shall be liable to be rejected.

1. Details of OEM (i.e. Name, Address, Contact details etc)
2. Bidder shall confirm whether the OEM of product offered is (a) class-I local supplier (b) Class-II Local supplier (c) Non-Local Supplier
3. Bidder shall indicate (%) percentage of local content available in the "Quoted product"
4. Bidder shall provide the details of "Location(s) at which, the local value addition is made".

Further only Class I and Class II local supplier as defined in Public Procurement (Preference to Make in India) Order 2017 are eligible to participate in the Gem bid. Bids received from Non-local supplier shall not be considered for evaluation under this bid.

2.0 QUALITY ASSURANCE, INSPECTION, ACCEPTANCE AND REJECTIONS

2.1 Quality Assurance Program

2.1.1 The Stores under the scope of this Contract whether manufactured or performed within the Contractor's Facilities or at his Sub-contractor's premises or at the Purchaser's site or at any other place of work shall be subjected to quality surveillance commensurate with Purchaser's QA programme to

control such activities at all stages necessary, and inspection by the Purchaser's authorised Quality Surveillance Engineer.

2.1.2 Quality Management System of Contractor: In order to provide assurance to the purchaser, the contractor shall, based on the Purchaser's QA Programme, prepare a QA manual, which shall be finally accepted by the Purchaser after discussions before commencement of work. The Quality Management System of the contractor shall generally cover, but not limited to the following:

- a) His organization structure for the management and implementation of the proposed quality management system including interfaces.
- b) Design capabilities & control.
- c) Documentation control system.
- d) Qualification data for Contractor's key personnel.
- e) The procedure for purchase of materials, parts, components and selection of Sub-contractor's services including vendor analysis, source inspection, incoming raw material inspection, verification of materials purchased etc.
- f) Traceability of material used in production.
- g) System for shop manufacturing and construction/fabrication controls through QA plans.
- h) Control of non-conforming items and system for corrective and preventive actions, including disposal of non-conforming items.
- i) Inspection and test procedures for manufacturing activities.
- j) Control of calibration and testing of inspection, measuring and testing equipment
- k) System of indication and appraisal of inspection status.
- l) System of quality audits.
- m) Training, certification and authorization of personnel.
- n) System for authorizing release of manufactured product to the Purchaser. System of intimation by the contractor, and approval by the Purchaser of stages of completion of Stores.
- o) System for maintenance of records.
- p) System for handling, storage, preservation and delivery of items.

2.1.3 In addition, the contractor shall establish a quality plan detailing out the specific quality control procedure to be adopted for controlling the quality characteristics relevant to each item of Stores which are to be supplied as per the contract, in consultation with the Project Manager and have it approved by him before start of the work. The contractor shall also submit a list of all key persons to be engaged in the contract, along with their qualification, experience, organizational position etc.

2.1.4 It is to be understood that the role of NPCIL QA is mainly to ensure that proper QA System, as agreed upon mutually between Purchaser and Contractor, is being implemented by contractor and his sub-contractor, and not inspection. NPCIL QA will carry out random quality check, for which certain tests/inspections may be required to be repeated, as stipulated in approved QAP. For compliance with above requirements, "Quality Assurance in Supply contracts" attached in the tender document shall be followed.

2.1.5 The Contractor shall be required to submit the relevant Quality Assurance document within three weeks of completion, which shall include relevant test reports connected with all engineering controls adopted by him during manufacture/construction. The Project Manager/ Purchaser or his duly

authorized representative reserves the right to carry out Quality Audit and Quality Surveillance of the systems and procedures of the Quality Management and Control Activities of the Contractor/ his vendor.

2.2 Inspection, Testing and Rejection

2.2.1 The Project Manager, his duly authorised representative and/or an outside inspection agency acting on behalf of the Purchaser shall have at all reasonable times access to the Contractor's premises or facilities and shall have the power at all reasonable times to inspect and examine the materials and workmanship during manufacture and if part of the Stores is being manufactured or assembled at other premises or works, the Contractor shall obtain for the Project Manager and for his duly authorised representative permission to inspect as if the Stores were manufactured or assembled on the Contractor's own premises.

2.2.2 The Contractor shall give the Purchaser's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment. No such activity shall relieve the Contractor from any obligation or responsibility.

2.2.3 The Stores (in part or full) shall be offered by the Contractor for inspection at place of manufacture and/or on the site or at such places as may be specified by the Inspector at the Contractor's risk, expense and cost. The Contractor 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. In default of such notice, the Project Manager/ Purchaser shall be entitled to appraise the quality and extent thereof.

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

2.2.5 The Contractor shall promptly forward to the Purchaser duly certified reports of the tests. When the specified tests have been passed, the Purchaser shall endorse the Contractor's test certificate, or issue a certificate to him, to that effect.

2.2.6 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.

2.2.7 The Contractor agrees that neither the execution of a test and/or inspection of Stores or any part of the Stores, nor the attendance by the Purchaser, nor the issue of any test certificate, shall release the Contractor from any other responsibilities under the Contract.

2.2.8 If any dispute or difference of opinion shall arise between the parties in connection with or arising out of the test and/or inspection of the Stores that cannot be settled between the parties within a reasonable period of time, it may be referred to Arbitration.

2.2.9 Except as otherwise specified in the Contract, the Contractor shall provide all apparatus, assistance, documents and other information, electricity, equipment, fuel, consumables, instruments, labour, materials, and suitably qualified and experienced staff, as are necessary to carry out the specified tests efficiently. The Contractor shall agree, with the Purchaser the time and place for the specified testing of any Stores.

2.2.10 The Purchaser may require the Contractor to carry out any test and/or inspection not covered by the Contract, provided that the Contractor's reasonable costs and expenses along with taxes & duties as applicable, incurred in the carrying out of such test and/or inspection shall be payable extra by the Purchaser. Further, if such test and/or inspection impedes the progress of work on the Stores and/or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Time for Completion and the other obligations so affected.

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

a) Allow the Contractor to resubmit without prejudice to the Purchaser's right to claim and recover Liquidated Damages as provided in GTC, Stores in replacement of those rejected within a time specified by Purchaser, the contractor bearing the cost of freight for such replacement without being entitled to any extra payment thereof.

2.2.12 Any Stores submitted for inspection and rejected by the Inspector must be removed by the Contractor 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 Contractor to remove such Stores within 48 hours of receipt of intimation of rejection and it shall be the duty of the Contractor to remove such rejected Stores and the same shall lie at the Contractor'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 Contractor at the Contractor's risk by such mode of transport as Purchaser may select, dispose off or segregate such Stores as he thinks fit at the Contractor'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 Contractor.

3. Compliance/Certificates:

1. Material test and guarantee certificate to be submitted along with the material.
2. Material should be packed in original manufacturer packing only.
3. Specification of the filter must be submitted along with the offer and specification must match with the technical specification attached with indent other wise offer will be rejected.
4. Material should be from latest batch of manufacturing.
5. Bidder must comply to the specification of the bid

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12. 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): Email ID: ed.qa@npcil.co.in

Post Receipt Inspection at consignee site before acceptance of stores: KAKRAPAR GUJRAT SITE

13. Warranty

Warranty period of the supplied products shall be 1 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.

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---