

**RA Document**

<b>RA Details</b>	
RA Technical End Date/Time	20-10-2020 21:00:00
RA Opening Date/Time	20-10-2020 21:30:00
RA Life Cycle (From Publish Date)	90 (Days)
RA Offer Validity (From End Date)	60 (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	10360010-pe&sd Hyderabad
Total Quantity	79200
Item Category	Cadmium Copper Conductor for Overhead Railway Traction
Average Turnover (Last 3 Years)	95 Lakh (s)
OEM Average Turnover (Last 3 Years)	95 Lakh (s)
Experience Criteria	3 Year (s)
MSE Exemption for Years of Experience and Turnover	No
Startup Exemption for Years of Experience and Turnover	No
Document required from seller	Experience Criteria,Past Performance,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,OEM Annual Turnover *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
Past Performance	20 %
Inspection Required	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Pre Dispatch
Name of the Empanelled Inspection Agency/ Authority	RDSO
Estimated RA Value	31680000

**EMD Detail**

Required	No
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**ePBG Detail**

Required	No
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**Splitting**

RA splitting not applied.

1. Experience Criteria: In respect of the filter applied for experience criteria, the Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for number of Financial years as indicated above in the bid document before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the Financial year. In case of bunch bids, the category of primary product having highest value should meet this criterion.

2. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

3. Past Performance: The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 20% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts (proving supply of cumulative order quantity in any one financial year) to be submitted along with bid in support of quantity supplied in the relevant Financial year. In case of bunch bids, the category related to primary product having highest bid value should meet this criterion.

**Cadmium Copper Conductor For Overhead Railway Traction ( 79200 meter )****Technical Specifications**

[\\* As per GeM Category Specification](#)

Specification	Specification Name	Values	Bid Requirement (Allowed Values)
GENERIC	<b>Technical specification and requirements for Cadmium Copper Conductors for Over Head Railway Traction</b>	as per RDSO Spen., No. ETI/OHE/50 (6/97)	as per RDSO Spen., No. ETI/OHE/50 (6/97)

Specification has been seen and understood	Yes	*
Conductor shall be suitable for	Outdoor use	*
Copper used for fabrication of Cadmium copper conductor shall be	Electrolytic copper conforming to IS:191:1980 latest	*
<b>Nominal equivalent area of hard drawn copper (in Sq.mm)</b>	53	53
<b>No. of wires (in Nos.)</b>	19	19
Shape of conductor	Stranded	*
Tolerance on the standard weight of conductor	+/-2%	*
Chemical composition as per Table 2 of RDSO Specn., No. ETI/OHE/50 (6/97)	Yes	*

\* Specifications highlighted in bold are the Golden Parameters.

\* Bidders may note that In respect of non-golden Parameters, the specifications 'Values' chosen by Buyer will generally be preferred over 'Bid requirement ( allowed Values) by the Buyer.

#### Consignee/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	B Narender Reddy	283104,C/o Gr 240, UP state SSE/RE/LKO Railway Electrification 440TKM project Gr.239, 240& 241/258 Bah, Uttar Pradesh	49100	45
2	Saroj Kumar	477001,C/o Gr 239, MP state SSE/RE/LKO Railway Electrification 440TKM project Gr.239, 240& 241/258 Bhind, Madhya Pradesh	30100	30

#### Bid Specific Additional Terms and Conditions

1. After award of contract - Successful Bidder shall have to get Detailed Design Drawings approved from buyer before starting fabrication. Successful Bidder shall submit Detailed Design Drawings for Buyer's approval, within 7 days of award of contract. Buyer shall, either approve the drawings or will provide complete list of modification required in the drawings

within 7 days. Seller shall be required to ensure supply as per approved Drawings with modifications as communicated by Buyer. If there is delay from buyer side in approval of drawing- the delivery period shall be refixed without LD for the period of delay in approval of Drawing.

2. **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. 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 %.
4. 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. Experience Criteria: The Bidder or its OEM {themselves or through reseller(s)} should have regularly, manufactured and supplied same or similar Category Products to any Central / State Govt Organization / PSU / Public Listed Company for 3 years before the bid opening date. Copies of relevant contracts to be submitted along with bid in support of having supplied some quantity during each of the year. In case of bunch bids, the primary product having highest value should meet this criterion.
6. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent 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.
7. 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. 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. 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.
10. Scope of supply (Bid price to include all cost components) : Only supply of Goods
11. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

12. OEM Turn Over Criteria: The minimum average annual financial turnover of the OEM of the offered product during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the OEM is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria. In case of bunch bids, the OEM of CATEGORY RELATED TO primary product having highest bid value should meet this criterion.
13. Preference to Make In India products (For bids less than 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 50%. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
14. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
15. **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): RDSO  
Post Receipt Inspection at consignee site before acceptance of stores: SITE REPRESENTATIVE
16. **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.
17. 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.
18. Material Test Certificate Should Be Sent Along with The Supply. The Material Will Be Checked

- by Buyer's Lab & the Results of the Lab will be the Sole Criteria for Acceptance of the Item.
19. The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
  20. To be eligible for award of contract, Bidder / OEM must possess following Certificates / Test Reports on the date of bid opening (to be uploaded with bid): RDSO approval and PQR documents.
  21. 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
  22. For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:
    - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
    - b. Execution certificate by client with order value.
    - c. Any other document in support of order execution like Third Party Inspection release note, etc.

[This RA 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---**