

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-05-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-05-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	180 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Nuclear Power Corporation Of India Limited
कार्यालय का नाम/Office Name	Head Quarter Mumbai
कुल मात्रा/Total Quantity	2
वस्तु श्रेणी /Item Category	Design & Supply of BHEL Make Electro Hydraulic Governing System & its C&I items for upgradation , Erection, Commissioning, Test Run of BHEL Make Electro Hydraulic Governing System & its C&I items
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Turbine Governing System, BHEL Service charge for Erection Commissioning
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	- Servo Motor Operated Automatic Line Voltage Correctors Conforming to IS 9815 (Part 1) - Single Phase Applications - Rotor for 19.5 MW Steam Turbine Generator (BHEL)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	Design & Supply of BHEL Make Electro Hydraulic Governing System & its C&I items for upgradation
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within 30 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)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	2152657

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	39

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

ED CMM

Executive Director, C&MM, Nuclear Power Corporation of India Limited, Nabhikiya Urja Bhavan, "A-0" Block, Ground Floor, Anushaktinagar, Mumbai - 400 094
(Ed Cmm)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	No
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एमएसई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MSE

सक्षम प्राधिकारी का नाम/Name of Competent Authority	SD
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	SD
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	NPCIL
सीए अनुमोदन संख्या/CA Approval Number	32515
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	11-06-2025
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण//Brief Description of the Approval Granted by Competent Authority	Being a single tender on Bharat Heavy Electricals Limited, MSE Purchase Preference is not applicable.

Competent Authority Approval for not opting Micro and Small Enterprises Preference : [View Document](#)

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
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मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

Single Tender

Single Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	BHARAT HEAVY ELECTRICALS LIMITED

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. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1_4_2021_PPD_dated_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Price format - [1776837709.xlsx](#)

Design & Supply Of BHEL Make Electro Hydraulic Governing System & Its C&I Items For Upgradation (1 set)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परिषेती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषेती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ishan	202389,NARORA ATOMIC POWER STATION PO NAPP TOWNSHIP NARORA BULANDSHAHR UP, Bulandshahr, UTTAR PRADESH-202389	1	730

Erection, Commissioning, Test Run Of BHEL Make Electro Hydraulic Governing System & Its C&I Items (1 Lot)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परिषेती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परिषेती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Ishan	202389,NARORA ATOMIC POWER STATION PO NAPP TOWNSHIP NARORA BULANDSHAHR UP, Bulandshahr, UTTAR PRADESH-202389	1	730

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Technical Specifications View	Technical Specifications	

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions**1. 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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added Bid Specific ATC

1.0 Bidders may kindly note that while making all the future communications including submission of Bank Guarantee w.r.t to this bid, bidders shall add prefix "CMM/MEQ/1211" to Gem Bid number as indicated below:

Bid Number: **CMM/MEQ/1211/ GEM/2026/B/7461455**

All the communications w.r.t. this Tender shall be done on email ID: **edcmm_tender@npcil.co.in** indicating above Bid number in the subject of email.

2.0 Qualifying Requirement:

2.1 Only OEM i.e. M/s BHEL can participate in this tender. If any bidder other than M/s BHEL submit their quotation in this bid, then the other bidder shall be rejected.

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3.0 Submission of documents during Evaluation:

3.1 Bidders shall note that clarifications/documents submitted during Representation Time shall not be considered for Evaluation.

4.0 QUALITY ASSURANCE: (This clause shall be read in conjunction with specific clauses, if any, provided in Technical Specifications/Bid documents/Contract)

4.1 All works covered by this purchase order shall be subject to Quality Surveillance by Executive

Director (Quality Assurance), NPCIL or his authorized representative. The Contractor shall provide all required assistance for this purpose.

4.2 Contractor shall carry out all inspection and tests as specified in the Technical Specification(s)

attached with the Tender in a manner satisfactory to the Executive Director, Quality Assurance or his authorized representative and Test Certificates reports etc. shall be furnished.

4.3 The tendered item(s) shall be dispatched/delivered only after the inspection is carried out by the

Executive Director, Quality Assurance or his authorized representative and Shipping Release duly signed in ink with NPCIL logo, shall be obtained in writing.

4.4 Where the consignments are dispatched / delivered after inspection by the Executive Director,

Quality Assurance or his authorized representative a copy of Shipping Release issued by him shall invariably, be enclosed with the delivery challan and other shipping documents (LR/RR etc.) accompanying the consignment.

4.5 Details of Quality Assurance Office: edqa@npcil.co.in Phone No. 022-25995030.

5. Prices shall be submitted on FIRM Price basis.

6.0 IP (INTEGRITY PACT)

The use of word "Bidder" also refers to "Seller/Service Provider/Contractor".

1) IP (Integrity Pact)

a) IP (Integrity Pact) essentially envisages an agreement between the prospective Bidder and NPCIL committing the persons/officials of both the parties, not to exercise

any corrupt influence on any aspect of the contract.

- b) Only that Bidder who enters into such an IP with NPCIL would be competent to participate in the bidding.
- c) The submission of bid by Bidder shall be considered as an unconditional and absolute acceptance of Integrity Pact (IP) enclosed with the bid document as per Annexure-IP. The submission of bid shall constitute a binding integrity pact as per the enclosed format as per Annexure-IP between the Bidder and the Authority calling the tender on behalf of NPCIL. The Bidder will stand disqualified from the bidding process and the bid of the Bidder would be summarily rejected in case of non-acceptance of Integrity Pact.
- d) The IP would be effective from the stage of invitation of bids till the complete execution of the contract. This pact begins with the submission of bid by Bidder. The validity of this Integrity Pact shall be from the date of the submission of Bid and it shall remain valid during the entire currency of the contract, including the period of extension if any and the defect liability period/warranty period after the work is completed to the satisfaction of both the Principal/ Buyer/Purchaser/Corporation/NPCIL and the Bidder/Contractor or 12 months from the date of the last payment/final bill payment, whichever is later.

In case the Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract with successful Bidder.

- e) NPCIL has appointed Independent External Monitors (IEMs), the role of IEMs is advisory and it is restricted to resolving issues raised by an intending Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder. The details with respect to the IEM are available on NPCIL Corporate website, i.e., www.npcil.nic.in and are as follows:

1. Shri T Jacob, Email ID - jacobthariyan@gmail.com
2. Shri Prakash Chandra, Email ID - prakashchandra59@yahoo.co.in

(Only matters related to Integrity Pact be addressed to IEMs and not routine tender related matters)

2) Integrity Pact Security:

- i) The EMD/Bid Security submitted for the tender shall also be considered as IP Security. No separate submission of Integrity Pact Security is required at the time of submission of bid. The EMD/Bid Security shall be forfeited for any violation of IP.
- ii) In case of successful Bidder to whom the Contract is awarded, after return of EMD/Bid Security, the Performance Security will serve the purpose of Integrity Pact Security seamlessly during execution of Contract and till the completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final

bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the Performance Security shall be forfeited. Contractor/Seller/Service Provider shall initially submit Performance Security as per relevant clauses of Contract to start with. However, Contractor/Seller/Service Provider will also be required to extend the validity of Performance Security till validity of the IP if required.

- iii) The EMD/Bid Security submitted by the bidders who does not qualify for the tender and qualified unsuccessful bidders shall be returned to the respective bidders as per conditions stipulated under the GeM GTC or the Bid Document.
- iv) If contract security is waived/not available for seamless commitment towards IP, action as per Contract/Bid conditions & IP shall be taken against any violation of IP.
- v) Further, in case of MSE/Startup, if any contract security is waived/not available for seamless commitment towards IP, the relevant authority of MSE/Startup with whom Contractor is registered shall be informed for any violation of IP.

7. Total price quoted by the bidder is deemed to include price for supply of all the items/equipment Inclusive of all tests as specified in Tender Documents.

8. Paying Authority:

All Tax Invoices/bills shall be raised on **“bill to ship to”** basis. The billing address and shipping address shall be of **“Consignee”** with Consignee’s GST No. Paying authority shall be as per GeM Contract.

9. Right of Recourse under Civil Liability for Nuclear Damages Act 2010 & Rule 2011 thereof

9.1 a) The Purchaser shall have Right to Recourse against the supplier in accordance with provisions under Section 17(a) of Civil Liability for Nuclear Damage Act, 2010, with following limitations, as stipulated in Rule 24 of the Civil Liability for Nuclear Damage Rules, 2011:

The Supplier’s liability shall be to the extent of the Operator’s liability under sub-section (2) of Section 6 of the Act or the value of the contract, whichever is less,

AND

The duration of Supplier’s liability shall be limited to duration of initial license issued by AERB or the Product liability period, whichever is longer.

- (b) The term “supplier” and the duration and extent of supplier’s liability are explained in Rule 24 of the Civil Liability for Nuclear Damage (CLND) Rules, 2011. For any questions relating to supplier’s liability under section 17 of the Civil Liability for Nuclear D

amage (CLND) Act, 2010, Government of India's clarifications dated February 08, 2015 may be referred to. These have been posted at the websites of Ministry of External Affairs and the Department of Atomic Energy under the title "Frequently Asked Questions and Answers on Civil Liability for Nuclear Damage Act 2010 and Related Issues".

- (c) In regard to contracts with manufacturers of or vendors for supply of systems, equipment, components, or building of structures, or provision of services to nuclear installations which are operating or are under construction or those to be installed in future for which NPCIL is the system designer and technology owner, being responsible for safety design of such installations, NPCIL shall assume the role of supplier in accordance with the explanation of the term "supplier" given in Rule 24 of the CLND Rules, 2011 and in the context of section 17(a) and (b) of the CLND Act, 2010.
- (d) Other suppliers can avail the Nuclear Suppliers' Special Contingency (Against Right of Recourse) Insurance Policy provided by the India Nuclear Insurance Pool to cover any liability exposure under section 17(a) and (b) of the CLND Act, 2010. NPCIL maintains the operator's statutory insurance under the CLND Act, 2010 by subscribing to the Nuclear Operator's Liability Policy offered by the India Nuclear Insurance pool, thereby subrogating to the India Nuclear Insurance pool the operator's "right of recourse" against suppliers under section 17(a) & (b) of the CLND Act, 2010.

9.2 Since, Requirement is for PHWR, NPCIL is the system designer and technology owner, being responsible for safety design of such installations in this tender, NPCIL shall assume the role of supplier in accordance with the explanation of the term "supplier" given in Rule 24 of the CLND Rules, 2011 and in the context of section 17(a) and (b) of the CLND Act, 2010.

10. Scope of work: As per tender specification. Details are as below:

Sr. No.	Item Description	Total Quantity	UOM	Delivery Schedule from the date of Contract
1.	Design & supply of BHEL make electro hydraulic governing system & its C&I items along with the mandatory recommended spares for upgradation of existing BHEL make Mechanical Hydraulic Governing System at NAPS & compliance special terms & conditions attached	01	Set	730 Days

2.	Erection , Commissioning, Test Run of a bove NAPS & complying Special terms & conditions attached. This includes traini ng of NAPS Staff.	01	Lot	730 days
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11. Details of Place of Delivery:

Address- Narora Atomic Power Station 1&2, Narora, District Bulandshahr- 203389 (U.P.)

12. Consignee GSTIN Details:

GSTIN for NAPS is 09AAACN3154F1ZO

13. De minimus level: It may kindly be noted that NPCIL has no reservation about import of raw material component, if necessary, for manufacture of the subject item. However, bidder shall ensure that such items do not have US origin components above the de minimus level.

End use verification shall not be agreed by NPCIL in case of imports under any circumstances. Further

the bidder / contractor shall make attempts to import raw materials / components, if necessary, without

insisting for "End Use Certificate".

14. 1. 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 %.

2. Generic

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

3. 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.

4. 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.

15. Payment Terms:

- a) 90% amount for item Sr. No. 1 will be paid on pro-rata basis, on receipt of the Stores at Site and against submission of following:
 - 1. *Invoice of Contractor in triplicate with pre-stamped receipt.*
 - 2. *Shipping release in original issued by the Inspection Authority duly signed in ink with NPCIL seal.*
 - 3. *Proof of receipt by the consignee in the form of copy of receipted LR/delivery Challan in original duly signed by consignee.*
 - 4. *Declaration form for GST & TDS as per Annexure-F.*
- b) *Balance 10% for item Sr. No. 1 will be released on acceptance of store at site alongwith 100% payment for item Sr. No. 2 after its completion along with the issue of Work Completion Certificate from (EIC) Engineer In charge.*
 - 1. *CRAC Document.*
 - 2. *Declaration form for GST & TDS as per Annexure-F.*

16. In case of mismatch between “Total Price” quoted by Bidder in GeM Portal and total of price of all items of the “Price Bid Break-up/SOQR”:

- A. In case of two part tenders, the Bidder shall take special care not to mix up any price details required to be submitted against Part-II (Price bid) with Part-I (Technical & Commercial bid except price) and vice versa. Any violation of the above shall lead to summary rejection of bid as being non-responsive.
- B. Wherever asked for, the bidder shall be required to submit complete break-up of “Total Price” as per prescribed “Price Bid Break-up/SOQR” format in GeM Portal. In such case, the non-submission of the “Price Bid Break-up/SOQR” or submission of irrelevant document or submission of No/Nil value against all items of the “Price Bid Break-up/SOQR” shall lead to rejection of such bids. However, in case No/Nil rate is quoted against some of the item(s), the price of such item(s) shall be deemed to be zero.
- C. Addition/deletion/modification of any item in the prescribed “Price Bid Breakup/SOQR” format is not acceptable unless authorized by Buyer and accordingly, bids with any unauthorized addition/deletion/modification in the prescribed “Price Bid Break-up/SOQR” format shall be summarily rejected.
- D. **Calculations for Price Bid Evaluation for Single Packet/ Part Bids, Part-II (price bid) evaluation for Two Packet/ Part Bids and Contract Order Placement:**

1. For Price Bid Evaluation as per price evaluation criteria as well as for award of contract, “Total Price” quoted by Bidder in GeM Portal shall only be considered. The same “Total Price” shall only be considered for other purposes (i.e., negotiation, price matching in case of MSE/MII purchase preference/Bid splitting, financial score in case of QCBS tenders, Reverse Auction (RA) etc.).

However, the “Price Bid Break-up/SOQR” submitted in GeM Portal or “Price Bid Break-up/SOQR” arrived at as per calculations mentioned in below clauses, as the case may be, will only be used as price breakup for the purpose of interim/running bill payments.

2. The “Total Price” quoted should match with the total of price of all items of the “Price Bid Break-up/SOQR”.

3. For arriving at the item-wise amount as well as at the total of all items of the “Price Bid Break-up/SOQR”, the quantity multiplied by the quoted rates shall govern and if required, other figures will stand corrected accordingly.

4. In case “Total Price” quoted by Bidder in GeM Portal is lower than the total of price of all items of the “Price Bid Break-up/SOQR”, the “Total Price” quoted by Bidder in GeM Portal only shall be considered. The prices of all the items of the “Price Bid Break-up/SOQR” mentioned by the Bidder in the submitted document in GeM Portal, will stand adjusted accordingly in proportion to the weighted average of item-wise amount. In cases where, “Total Price” quoted by Bidder in GeM Portal is higher than the total of price of all items of the “Price Bid Break-up/SOQR”, negotiation shall be conducted with the Seller to bring the Total Price quoted on GeM portal at par with the total of prices of all items on the “Price Bid Breakup/SOQR”. If Seller does not cooperate, the requirement will be re-tendered.

5. Bidder get option to submit Revised “Price Bid Break-up/SOQR” during Negotiation or Reverse Auction (RA). While submitting the Revised “Price Bid Break-up/SOQR”, the Bidder should not increase price of any item(s) from the originally submitted (i.e., uploaded at time of Bid submission) “Price Bid Break-up/SOQR”. In case, during negotiation price is increased for any item(s) by the bidder, the same shall not be accepted and will be dealt as stipulated in point 4 above.

6. In case of price matching scenario during MSE/MII Purchase Preference/ Bid splitting, the originally submitted price of each of the items of the “Price Bid Break-up/SOQR” will stand corrected by a uniform percentage. This uniform percentage shall be equal to the percentage difference between the originally quoted “Total Price” and the “Total Matched Price” expressed with reference to the originally quoted “Total Price”.

17. Banning of business dealings by NPCIL/Buyer.

1.0 Banning of business dealings by NPCIL/Buyer

NPCIL reserves the right to initiate Banning as per NPCIL’s Banning of business dealings as mentioned below and are independent of actions under GeM’s IM (Incident Management) Policy.

The words banning, blacklisting, de-registered, debarred, holiday, suspension of business etc., means the same.

The words NPCIL, Corporation, Buyer etc., means the same.

The words Contractor, Bidder, Seller, Service Provider etc., means the same.

1.1 Grounds for Banning

The business dealing with the Contractor/Bidder/Seller/Service Provider shall be liable for banning, on account of the reasons attributable to them, which shall include, but not limited to the following:

- 1.1.1.** Involvement in cartel formation during bidding.
- 1.1.2.** Baseless allegations by the bidder on NPCIL/Corporation/Buyer evaluation processes or officials.
- 1.1.3.** If any of the owner, proprietor or partner of the Contractor, is convicted by a court of law, during bidding process or currency of the contract, for offences involving corrupt and fraudulent practices including misrepresentation of the facts, moral turpitude in relation to its business dealings with NPCIL.
- 1.1.4.** Malafide / unlawful acts / malpractices or improper conduct on part of Contractor based on the approved findings of the Investigation Agency.
- 1.1.5.** If the Contractor misuses the premises or facilities of the NPCIL forcefully occupies, tampers or damages the Company's properties etc. or fails to vacate the properties/land/complex within reasonable time limit as specified or even after receiving the notices from the department.
- 1.1.6.** Security concerns for the assets of the Corporation and State.
- 1.1.7.** Submission of bids that contain false information or falsified documents or the concealment of such information in the bids in order to influence the outcome of eligibility screening or / at any other stage of the public bidding and execution.
- 1.1.8.** Withdrawal of a bid or refusal to accept an award of contract with the NPCIL without justifiable cause, after being adjudged as the successful bidder.
- 1.1.9.** Supply of Counterfeit items Breach of Code of Integrity.
- 1.1.10.** Bidder shall not act in contravention of the codes which includes

1.1.10.1 Prohibition of

- a.** Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b.** Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c.** Any conclusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d.** Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e.** Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f.** Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g.** Obstruction of any investigation or auditing of a procurement process.
- h.** Making false declaration or providing false information for participation in tender

r process or to secure a contract;

1.1.10.2 Disclosure of conflict of interest

1.1.10.3 Disclosure by the bidder of any previous transgression made in respect of the provisions of above **1.1.10.1** with any entity in any country during the last three years or of being debarred/ banned by any other procuring entity.

1.2 Show Cause Notice

NPCIL will issue Show Cause Notice to the Contractor on noticing/receipt of a complaint of any irregularities and /or misconduct and /or unethical practice as mentioned in clause no. 1.1.

1.2.1 Upon receipt of Show cause notice, the Contractor is required to submit the reply to Show Cause Notice within 30 days of its receipt and no extension shall be given without justifiable reasons.

1.2.2 The Contractor shall also be given an opportunity for oral hearing to present the case in person to NPCIL and the date of Oral Hearing will be indicated in the Show Cause Notice. Only the regular employees of Contractor will be permitted to represent the Contractor during the Oral hearing, and no outsider shall be allowed to represent the Contractor on their behalf.

1.3 Period of Banning

The period of banning shall be for a period of not exceeding 2 (two) years and not less than 6 (six) months as considered appropriate by NPCIL.

1.4 Effect of Banning of Business Dealings by NPCIL

In case NPCIL has banned the business dealing with the bidder/contractor, the following shall be the consequences on issuance of the order of banning of business dealings with the bidder/contractor:

1.4.1 No Contract of any kind whatsoever shall be placed to such banned firms including its allied firms after the issue of Banning Order by NPCIL. The Contractor including their allied firms shall not be allowed to participate in any tender enquiry till completion of Banning period. If the Contractor has already participated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be kept unopened. In cases, where the price bids of Contractor have been opened prior to the order of banning, such bids shall be rejected. However, in case such banned Contractor is Lowest (L1), next lowest firm shall be considered as L1. Bid Security, if any, submitted by such banned Contractors shall be returned to the bidder.

1.4.2 Contractors shall not be permitted to participate in any business process in any form or entity i.e., as an Associate/Collaborator/Joint Venture Partner/Consortium Partner of the Main Contractor even if the banning order is passed subsequent to opening of Part-I bids.

1.4.3 Contractor shall not be allowed to participate as Sub-Vendor/sub-contractor in the tenders for contracts for works, service, supplies.

1.4.4 Even if, the banned Contractor is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted

d to place Work order/Purchase order/Service Contract on the banned Contractor as a sub-vendor after the date of banning even though the name of the party has been approved as a sub-vendor prior to the order of banning.

1.4.5 The completion certificate issued to the contractor shall make a mention regarding banning during execution of the contract.

1.4.6 Banned bidders shall not be permitted to submit their bid. The bid submitted by the banned bidder shall be summarily rejected.

1.4.7 Contracts concluded before the issue of the banning order shall, not be affected by the Banning order.

1.4.8 Banning shall automatically be extended to all Allied firms of the Contractor. In case of Joint venture/ Consortium is banned all partners will also stand debarred for the period specified in the Banning Order. The names of all partners should be clearly specified in the "Banning order".

1.4.9 Banning in any manner does not impact any other contractual or other legal rights of NPCIL.

1.4.10 Banning under the provisions of Banning of Business Dealings of NPCIL is applicable only for NPCIL.

1.5 Definition of Allied Firm:

Allied Firm means all concerns which come within the sphere of effective influence of the banned firm. In determining this, the following factors shall be taken into consideration:

- a.** Whether the management is common;
- b.** Majority interest in the management is held by the partners or directors of banned/
- c.** suspended firm;
- d.** Substantial or majority shares are owned by the banned/ suspended firm and by virtue
- e.** of this it has a controlling voice;
- f.** Directly or indirectly controls, or is controlled by or is under common control with another bidder;
- g.** All successor firms will also be considered allied firms.

18. Qualified Bids shall be evaluated based on the Total Price quoted for the full scope of work.

19. MODE OF PAYMENT OF EMD

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Man

ager (F&A), C&MM, Nuclear Power Corporation of India Limited payable at Mumbai. Scanned copy of the same shall be uploaded by Bidder in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the bidder.

OR

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of Manager (F&A), C&MM, Nuclear Power Corporation of India Limited. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid. Scanned copy of the same shall be uploaded by Bidder in the online bid and hard copy of the same will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the bidder.

OR

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name:

Manager (F&A), C&MM,

Nuclear Power Corporation of India Limited

Account No. 10937613157

IFSC Code: SBIN0004791

Bank Name: STATE BANK OF INDIA, OVERSEAS BRANCH,

Branch address: WORLD TRADE, 2ND FLOOR, ARCADE BUILDING, CUFFE PARADE, MUMBAI, 400005

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

OR

Bidder can submit Bank Guarantee as per Bid conditions in GeM GTC/ATC.

20. Bid security /EMD shall be valid upto 45 Days beyond the Bid validity (Bid validity + 45 Days).
21. EMD exemption against Vendor Assessment Report is not permitted.
22. **Declaration Form for GST and TDS** as per Annexure F.

PO. No.

Invoice No. & Date.....
.....

-
Declaration Form for GST
-

The Supplier/Contractor while submitting their bill to the Paying Authority shall furnish the following certificates:

Certified that:

- (a) Additional Input Tax Credit under GST availed against invoices submitted here under is Rs. _____.
- (b) Certified that the goods and services on which GST has been charged are not exempted under the GST Act or the rules made there under and the amount charged on account of GST on these goods and services are not more than what is payable under the relevant act or the rules there under.
- (c) Certified that we have taken into account all input tax credits available under GST and have not loaded the same in the basic price while furnishing their bids.
- (d) Certified that in respect of amount of taxes claimed in the bill no claim is pending for refund/or is admissible for refund from any other agency and /or no other tax credit is available in respect of the same. In the event of getting refund in whole or in part of the element of GST claimed from Government, the same shall be passed on the benefit to the Purchaser by remitting the amount equivalent to the amount of refund obtained.
- (e) Certified that the GST charged herein the invoices has been/ shall be deposited within the due date and the Invoice details have been / shall be populated in GSTR1/ANX-1 of the GSTN portal facilitating Input Tax Credit to the Purchaser.
- (f) Certified that we have complied with the Anti-profiteering measure provisions under CGST/ SGST/UTGST Acts and passed on commensurate reduction of price to the purchaser.
- (g) Certified that a quarterly statement shall be submitted to NPCIL confirming the payment of GST invoiced on NPCIL along with copy of GST paid Challan.

- (h) Certified that in case of any change in the Invoice which has been accepted by the Purchaser in the IMS Portal, the corresponding amendment in the Original Invoice shall be made by the Supplier/Contractor, by raising Debit Note/Credit Note or any other document, as applicable, within the timelines stipulated under the GST Act.

Declaration Form for TDS

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The Supplier/Contractor while submitting their bill to the Paying Authority shall furnish the following certificates:

Certified that:

- (a) Whether Provisions of Section 194Q are applicable **(For Supply of Goods worth 50 Lakhs p.a)**: YES/NO
- (b) We have filed the return of income for the previous year (AY _____) preceding the year in which tax is liable to be deducted, within the prescribed time limit and hence, confirm that applicable rate of TDS is at Normal Rate .
- (c) We have linked the PAN to Aadhar and the PAN is not inoperative (applicable in case of Individuals)

Incomplete information against point (a), (b) & (c) above under Declaration form for TDS, shall be subject to deduction of tax at higher rate as applicable (5% as on date)

Signature of Contractor or their Authorized Representative with company seal.

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.

3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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. 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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it

will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions.](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---