बिड संख्या/Bid Number: GEM/2026/B/7725458
दिनांक /Dated: 30-07-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	04-09-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	04-09-2026 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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :albuyer6222@npcil.co.in Buyer Email id: akbuyer5196@npcil.co.in
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Development Manufacturing & Supply of Steam Generator Tube Cleaning and Inspection System (SG-TCIS)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Search String: Development Manufacturing and Supply of Steam Generator Tube Cleaning and Inspection System (SG-TCIS)
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	• Advanced Robotics
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	Experience Criteria,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 दस्तावेज़ों 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**	3
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**	Two Packet Bid
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 **10** 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
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

एडवाईजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	2330145

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).	33

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। 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.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

ED C&MM
NUCLEAR POWER CORPORATION OF INDIA LIMITED, Department of Atomic Energy, Directorate of Contracts and Materials Management, OPS Section, Nabhikiya Urja Bhavan, E-'0' Block, Ground Floor, Anushaktinagar, Mumbai-400 094 Note: Bidders may kindly note that while making all the future communications including submission of Bank Guarantee w.r.t. to this bid shall add prefix “CMM/OPS/3689” to GEM Bid number in the format indicated below: Bid Number: CMM/OPS/3689/GEM/2026/B/7725458
(Executive Director, Cmm)

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

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers availabele 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	100
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)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

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.

S.No.	Name
1	M1XCHANGE

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 and its subsequent Orders/Notifications issued by concerned Ministry .Benefits of MSE will be allowed only if seller/service provider is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
13-08-2026 14:00:00	NUCLEAR POWER CORPORATION OF INDIA LIMITED, NABHIKIYA URJA BHAVAN, A-0 BLOCK, GROUND FLOOR, ANUSHAKTI NAGAR, MUMBAI-400 094 A pre-bid meeting for providing clarifications to the bidders will be held OFFLINE, on 13.08.2026 at 14:00 Hrs. The bidders are required to furnish in writing their queries (both technical and commercial) on or before 13.08.2026 . A soft copy of the queries should also be sent by e-mail to edcmm_tender@npcil.co.in. Queries / clarification / information sought in any other manner shall not be responded to. The responses to tenderers queries / clarifications /information will be uploaded in GeM portal. Any modification of the bidding document, which may become necessary as a result of the pre-bid meeting, shall be uploaded in GeM portal. Bidders are requested to update themselves by visiting our GeM frequently. During them pre-bid meeting, the bidders along with the associates shall take part in the discussions to ensure that all tender requirements are clearly understood by all the stakeholders. All prospective bidder are requested to share the following details of person(s) who will be attending the Meeting at edcmm_tender@npcil.co.in: 1) Full name 2) Age 3) Designation 4) Contact details 6) Copy of Aadhar Certificate Note: Bidders may kindly note that while making all the future communications including submission of Bank Guarantee w.r.t. to this bid shall add prefix “CMM/OPS/3689” to GEM Bid number in the format indicated below: Bid Number: CMM/OPS/3689/GEM/2026/B/7725458

Development Manufacturing & Supply Of Steam Generator Tube Cleaning And Inspection System (SG-TCIS) (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

परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Santosh Kulkarni	581400,PLANT SITE,GENRATING STATION,PO:KAIGA,UTTARA KANNADA, KARNATAKA-581400	1	546

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	Format of Bid Security Declaration View	Format of Bid Security Declaration	Development Manufacturing & Supply Of Steam Generator Tube Cleaning And Inspection System (SG-TCIS)(1)
2	Annexure II View	Annexure II	Development Manufacturing & Supply Of Steam Generator Tube Cleaning And Inspection System (SG-TCIS)(1)
3	Annexure F View	Annexure F	Development Manufacturing & Supply Of Steam Generator Tube Cleaning And Inspection System (SG-TCIS)(1)
4	Technical Specifications View	Technical Specifications	Development Manufacturing & Supply Of Steam Generator Tube Cleaning And Inspection System (SG-TCIS)(1)
5	Format for Integrity Pact View	Format for Integrity Pact	Development Manufacturing & Supply Of Steam Generator Tube Cleaning And Inspection System (SG-TCIS)(1)
6	Annexure Y View	Annexure Y	Development Manufacturing & Supply Of Steam Generator Tube Cleaning And Inspection System (SG-TCIS)(1)
7	Appendix Y View	Appendix Y	Development Manufacturing & Supply Of Steam Generator Tube Cleaning And Inspection System (SG-TCIS)(1)
8	Retension BG Format View	Retension BG Format	Development Manufacturing & Supply Of Steam Generator Tube Cleaning And Inspection System (SG-TCIS)(1)

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 (Increased quantity ÷ Original quantity) × 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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

Note: Bidders may kindly note that while making all the future communications including submission of Bank Guarantee w.r.t. to this bid shall add prefix “CMM/OPS/3689” to GEM Bid number in the format indicated below:

Bid Number: CMM/OPS/3689/GEM/2026/B/7725458

Appendix-X

QUALIFYING REQUIREMENTS (QR)

The Bidders, who meet both Technical and Financial Requirements as specified below, are qualified to submit their bids. The offer received from Bidder(s), not meeting the QR will not be considered for this bid.

The Bidder who wishes to participate in tender shall be required to submit duly certified (i.e. digitally signed) and verified documents from its Independent Statutory Auditor or any of the specified TPIA (Third Party Inspection Agencies) in support of meeting QR (Qualifying Requirements) criteria (Viz. Technical, Financial & Commercial) along with a certificate/ undertaking regarding verification of authenticity of documents as per the QR Criteria Document Verification Process attached as Annexure-1 to the QR (Appendix-X).

A. Technical Qualification Requirements:

A1. The Bidder may be a Private entity, Limited company, Government-owned entity, PSU, Government Autonomous Bodies, Joint venture (JV), Proprietorship firm, Partnership firm or any other legal entity, having manufacturing facility in India.

Note: Joint Venture (unincorporated) or Consortium bids are not permitted.

Documents to be submitted by the Bidder in support of the above claim:

i) Copy of Company(ies) Registration Certificate

OR

Partnership deed in case of Partnership firm

OR

Undertaking of authorized signatory in case of proprietorship firm

OR

In case of joint venture, JV Agreement (Incorporated) and copy of Company Registration certificate

ii) Certified copy duly signed by the authorized signatory of the Bidder, confirming the ad dress of bidder’s manufacturing facility in India

A2. The bidder shall have following in-house machining facilities as on last date of month, previous to the commencement date of sale/ download of tender:

Sr. **No.**	**Facilities**	**Specifications** **(Minimum requireme nt)**	**Accuracy**	**Quantity (Mi nimum Requ ired)**
2.1	CNC Lathe/ Tur ning Centre	1. Bed length 2 Meter minimum 2. Swing over bed 200 mm minimum	Positional accuracy: +/- 0.01mm Repeatability: 0.02mm	1
2.2	CNC Horizontal boring machine / Vertical Machi ning Center OR Plano Miller	X 3 meter minimum Y 2 meter minimum Z 1 meter minimum	Positional accuracy: +/- 0.01mm Repeatability: 0.01mm	1 1
2.3	Portable Machini ng center (for in -situ machining)	X 1 meter Y 1 meter Z 100 mm	Positional accuracy: 0.2mm Repeatability: 0.1mm	1

Documents to be submitted by the Bidder in support of the above claim:

i) Valid Calibration certificate of the above Machinery for verifying their accuracy and to ens ure their availability at suppliers place on last date of month, previous to the commence ment date of sale/ download of tender.

A3. Bidder should have in-house pneumatic supply system with a compressor of minimum cap acity 750 CFM at pressure rating of minimum 7 bar, for carrying out qualification in mock up of cleaning & inspection system as per technical specification requirement.

Documents to be submitted by the Bidder in support of the above claim:

i) Certified copy by the authorized signatory of the Bidder for details of compressor along with photographs of compressor containing its readable nameplate for ensuring availability of in-house compressor & receiver as on last date of month, previ ous to the commencement date of sale/ download of tender.

ii) Suppler shall submit the documentary proof such as compressor specification or valid cali bration certificate to establishing air flow & pressure capacity of pneumatic supply syste m (if it is not specified on compressor nameplate).

A4. Bidders shall have workshop with a clear area of minimum 5 m x 5 m having minimum hea d room of 14 meters in this area for carrying out full length SG tube mock up for qualification of cleaning & inspection system.

Documents to be submitted by the bidder in support of the above claim:

i) Certified copy by the authorized signatory of the Bidder of Plant layout to meet the ab ove requirements.

A5. The bidder shall have experienced QA team on the role of the bidder. The QA team shall co nsists of the following manpower,

· Personnel Certified to a minimum ISNT Level II in Eddy current Testing (ECT) – 2 Nos. (Minimum).

· Personnel Certified to a minimum ISNT Level II in Ultrasonic Testing (UT) – 2 Nos. (Mini mum)

Documents to be submitted by the Bidder in support of the above claim:

i) Bidder shall submit the above information as per format given in Annexure-2 along w ith all requisite documents.

ii) Qualification certificates for NDT Personnel (wherever applicable) valid as on date of bid submission.

A6. The bidder should have well established ISO 9001- 2015 certified Quality Assurance depar tment/ setup within the organization.

Documents to be submitted by the bidder in support of the above claim:

i) A copy of ISO 9001-2015 certification valid as on last date of month, previous to the com mencement date of sale/ download of tender duly certified by the authorized signatory of the bidder.

B. Single order value requirement

B1. The bidder shall have satisfactorily completed a single order, whose value shall not be less than ₹ 8.4 Crore during last Ten (10) years as on last date of month, previous to the commen cement date of sale/download of tender.

Documents to be submitted by the bidder in support of the above claim:

i) Copy of Purchase orders/ Contract agreement/Work orders - or any other documents to establish the award of work.

ii) Copy of Job Completion Certificate/ Performance Certificate/ Acceptance report issued by purchaser or his representative- or any other document issued by the Purchaser certifyin g the completion of the above work.

OR

Final (completed) Shipping Release/ Material Release Note along with receipted Delivery Challan/ Receipted Lorry Receipt- or any other documents establishing delivery and acce ptance of items to Purchaser.

Note: The bidder shall fill all details of work completed by them as per format enclosed a s Annexure-3 of the QR.

Notes:

1. The completed single order means the scope completed in all respect against a contra ct awarded to bidder for which completion certificate or similar documentary evidence ha s been issued by client.

2. The cost of completed order shall mean gross value of the completed scope including a ll the taxes and levies, escalation (if any, along with calculation sheet), cost of material s

upplied by the client on chargeable basis but excluding those supplied free of cost. The cost of chargeable material shall be the fixed value at which the client had supplied the material. (Please see general note 1)

3. If the bidder has completed a contract on EPC/Turnkey basis and the scope described in the PQR/tender constitute a portion of that EPC/Turnkey order, the total cost of the portion of similar work in EPC/Turnkey taken from Bill of Quantity (BOQ) will be considered for the evaluation

4. Completed order means scope completed in all respect against a Contract awarded to the Bidder for which a completion certificate or similar documentary evidence certifying completeness of order is issued by the client. The order which is completed on or before the last date of month, previous to the commencement date of sale/download of tender shall only be considered for evaluation.

5. In case the order is started prior to the eligibility period (counted backwards starting from the last day of month, previous to the commencement date of sale/download of tender) and completed within the said eligibility period, then the full value of order shall be considered against eligibility.

6. Bidder shall furnish the above information along with the bid as per Annexure -3.

7. In case the experience has been earned by the bidder;

   a. As an individual or proprietorship firm or a partnership firm/ or a Company or any other legal entity, then 100% value of experience will be considered against eligibility.

   b. As a partner of a partnership firm, then value of experience in partnership firm will not be considered against eligibility of Individual partner.

   c. As a partner in a Joint Venture (Unincorporated) /Consortium, then the proportionate value of experience in proportion to the actual share of bidder in that joint venture (Unincorporated) / consortium will be considered against eligibility. The bidder shall furnish information regarding the actual percentage of share and value of experience accordingly.

C. Financial Qualification Requirements:

C1. Average Annual Financial Turnover:

Average Annual Financial Turnover (in INR) of the Bidder during the last THREE financial years (2023-2024, 2024-2025, 2025-2026) ending 31st March of the financial year previous to the one in which tender sale has been commenced as published on e-tendering portal should not be less than ₹ 15.75 Crore.

In case the Bidder has been in existence for less than three financial years, still the average annual turnover shall be calculated assuming that the Company has existed for 3 years.

C2. Solvency/ Net Worth/ Credit Rating/ Line of Credit:

Solvency:

Solvency certificate as per the attached format as per **Annexure-5 of QR** issued by a Nationalized or any Scheduled bank (other than Co-operative bank) in favor of the bidder should be for a value (in INR) not less than ₹ 10.5 Crore.

The solvency certificate should have been issued within 6 months from date of the submission of the bid. The bidder has to upload a self-certified scanned copy along with the bid.

OR

Net Worth:

Net Worth of the Bidder as per the latest audited financial year previous to the one in which tender sale/ download has been commenced as published on e-tendering portal shall not be less than ₹ 10.5 Crore.

Also, the net worth of the company has not been eroded by more than 30% (thirty percent) in the last three audited financial years previous to the last day of month previous to the commencement date of sale of tender.

Net worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation

The Net worth Certificate issued by practicing Chartered Accountant with his seal, signature, membership number/ FRN and UDIN shall be submitted by the bidder to substantiate their claim in the format as per **Annexure-6 of QR**.

OR

Credit Rating:

Credit rating of the bidder for long term debts (valid as on commencement date of sale/ download of tender, if rated) by any of the RBI approved rating agency shall be at least "Investment Grade".

Copy of rating certificate or certified copy of relevant pages(s) of Annual report reflecting Credit Rating duly certified by practising Chartered Accountant on its letterhead with his seal, signature, membership number/FRN and UDIN shall be submitted by bidder to substantiate their claim.

OR

Line of Credit:

Bidder shall submit documentary evidence from a Nationalized or any Scheduled Bank (other than Co-operative Bank), stating that in the event of the contract being awarded to the bidder, they will provide, if need arises, line of credit to the bidder for an amount of not less than ₹ 10.5 Crore.

The line of credit certificate should have been issued within 6 months from last date of the submission of the bid. The bidder has to upload a self-certified scanned copy along with the bid.

Additional Notes for Financial requirements:

a) Financial data comprising of Annual Financial Turnover shall be submitted in **ANNEXURE-4 of QR,** duly certified by a practicing Chartered Accountant (CA) on his letter head with his signature, stamp, firm no., membership number/FRN and UDIN. The scanned copy of this certificate shall be uploaded by the Bidder along with Bid. The original of the CA certified financial data as per ANNEXURE-4 shall be kept with Bidder and shall be produced for verification whenever sought for.

b) In case Bidder's balance sheet of the last financial year is not audited, the Bidder has to upload a certificate from a practicing CA certifying that "*the balance sheet has actually not been audited so far*". In such case the financial data of previous three/five (as applicable) audited financial years shall be taken into consideration for evaluation.

General Notes:

1. **The value of work done/ completed order meeting qualification requirement shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, for work done in India and 2% in case work is done outside India as follows:**

   a) **<u>For the contract (s) with price adjustment:</u>** on the base order value of the contract from the month and year of base date specified in the executed contract(s) to the last day of the month previous to the one in which NIT is published on e-tendering portal.

   b) **<u>For the fixed price contract (s):</u>** on the order value from the month and year of original Contractual Completion date specified in the executed contract(s) to the last day of the month previous to the one in which NIT is published on e tendering portal. In case multiple original Contractual Completion dates are specified in the contract(s), last original contractual completion date will be considered.

2. **It is expected that bidder has submitted the bid documents after getting himself satisfied that they meet the qualification criteria set in the tender. In addition to qualification criteria, the bid shall meet all other techno commercial requirements given in the tender, wherever no deviation has been accepted. If required, the factory evaluation shall also be carried out, to ascertain the manufacturing competency of the bidder for indented items.**

3. **Unless or otherwise stated, all facilities/ resources/ requirements mentioned in QR shall be available with bidder as on last date of month previous to the commencement date of sale/download of tender. No futuristic commitment(s) from bidder(s) against QR shall be considered for evaluation.**

4. **IBC (Insolvency and Bankruptcy Code) details/declaration shall be submitted and shall meet criteria as per Annexure-7**

5. **QR (Qualifying Requirements) Documents authentication: Unless otherwise specified, documents submitted by bidder (s) in support of meeting Qualification Requirements (Technical & Financial), shall be duly certified (i.e. digitally signed) and verified from its independent Auditor or any of the specified TPIA (Third Party Inspection Agencies).**

Annexure-I

Format Undertaking from Independent Statutory Auditor

(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory Auditor)

Ref. No: **Date:**

To,`

NPCIL

………………

Subject: Authentication of veracity of documents submitted by M/s ………. (Bidder’s Name & PAN Number) in support of meeting the QR (Qualifying Requirements) reg.

Ref :

Bid no./Tender no……………………………………………………………………………………………

Name of the Work/ Tender…………………………………………………………………

Dear Sir,

M/s……………………………(hereinafter called Bidder) having Registered office at…………………………… ………. intend to participate in above referred tender of NPCIL having registered office at 16th Floor, Centre I World Trade Centre, Cuffe Parade, Colaba, Mumbai 400005- India.

We, M/s …………………………. has been appointed as Independent Statutory Auditor for the Bidder i.e. M/s…………………………. (Relevant documents on our appointment attached).

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to QR duly verified and certified by Independent Statutory Auditor of Bidder.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic:

S. No.	Document reference no. & date	Name of Document
1.		
2.		
3.		
………..	……………………………………………………. ……….	……………………………(so on)

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s……………….

(bidder's name) and hereby certify following:

…………………………………………………………………………………………………

This certificate is issued at the request of M/s ……………… (bidder's name) for the purpose of participating in tender/s.

Thanking you,

………………………

* Strike off, whichever is not applicable.

Annexure-II

Format for Undertaking from TPIA (Third Party Inspection Agency)

(on letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)

(Mandatory in case of bidders where the appointment of statutory Auditors is not mandatory as per statue under which bidder has been incorporated (viz. Proprietorship, Partnership firms etc.))

Ref. No.: **Date:**

To,

NPCIL

……………….

Subject: Authentication of veracity of documents submitted by M/s ……. .(Bidder's Name & PAN Number) in support of meeting the Qualifying Requirements (QR) reg.

Ref:

Bid no./ Tender no. …………………………………………………………………………

Name of the Work/Tender: ……………………………………………………………………

Dear Sir,

M/s. ………………. (hereinafter called Bidder) having Registered office at ……………….

intend to participate in above referred tender of NPCIL having registered office at 16th Floor, Centre I World Trade Centre, Cuffe Parade, Colaba, Mumbai 400005- India.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to QR duly verified and certified by a specified independent TPIA as per the list mentioned in the tender/bid document.

In this regard, it is hereby confirmed that we have examined the following documents, which

are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic:

S. No.	Document reference no. & date	Name of Document
1.		
2.		
3.		
………..	…………………………………………………………… …..	…………………………..(so on)

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

We further confirm that we are registered under NABCB accredited Inspection bodies who have been accredited as per the requirement of ISO/IEC 17020 as Type ‘A’ in QCI’s NABCB website (https://nabcb.qci. org.in/ inspection-body/) and our accreditation is valid as on the date of issue of this undertaking.

This certificate is issued at the request of M/s ………………. (bidder’s name) for the purpose of participating in the subject tender/s.

Thanking you,

……………………

Annexure-IV

List of QR related documents required to be certified & verified for authenticity from Independent Statutory Auditor or TPIA

QR Clause No.	Brief Description	Documents required to be Certified & Verified for authenticity
A1.	Bidder Registration Details	i) Copy of Company(ies) Registration OR Partnership deed in case of Partnership firm OR Undertaking of authorized signatory in case of proprietorship firm OR In case of joint venture, JV Agreement (Incorporated) and copy of Company Registration certificate ii) Certified copy duly signed by the authorized signatory of the Bidder, confirming the address of bidder’s facility in India
A2.	Details of in-house Machining facilities	Valid Calibration certificate of the required Machinery for verifying their accuracy and to ensure their availability at suppliers place on last date of month, previous to the commencement date of sale/ download of tender

A3.	In-house pneumatic supply system with a compressor capable of delivering air flow of minimum 750 CFM & pressure capacity of minimum 7 bar	i) Certified copy by the authorized signatory of the Bidder for details of compressor along with photographs of compressor containing its readable nameplate for ensuring availability of in-house compressor & receiver as on last date of month, previous to the commencement date of sale/ download of tender. ii) Suppler shall submit the documentary proof such as compressor specification or valid calibration certificate to establishing air flow & pressure capacity of pneumatic supply system (if it is not specified on compressor nameplate).
A4.	Workshop with a clear area of minimum 5 m x 5 m having minimum head room of 14 meters	Certified copy by the authorized signatory of the Bidder of Plant layout to meet the above requirements
A5.	The bidder shall have experienced QA team on the role of the bidder	i) Certified copy by the authorized signatory of the Bidder for Organization chart. ii) NDE Level 2 qualification certificate along with certified copy by the authorized signatory of the Bidder for experience of above QA Personnel.
A6.	Quality Assurance department / setup Certification	A copy of ISO 9001-2015 certification valid as on last date of month, previous to the commencement date of sale/ download of tender duly certified by the authorized signatory of the bidder.
B1	Details of Single order value	i) Copy of Purchase orders/ Contract agreement/Work orders - or any other documents to establish the award of work. ii) Copy of Job Completion Certificate/ Performance Certificate/ Acceptance report issued by purchaser or his representative- or any other document issued by the Purchaser certifying the completion of the above work. OR O Final (completed) Shipping Release/ Material Release Note along with receipted Delivery Challan/ Receipted Lorry Receipt- or any other documents establishing delivery and acceptance of items to Purchaser.
C1	Average Annual Financial Turnover	Financial data submitted in line with Annexure-3 of QR, duly certified by a practicing Chartered Accountant (CA) on his letter head with his signature, stamp, firm no., membership number/FRN and UDIN.
C2	Solvency / Net Worth / Credit Rating / Line of Credit	Solvency certificate in the format as per Annexure-4 of QR, issued by a Nationalized or any Scheduled bank (other than Co-operative bank) in favour of the bidder OR The Net Worth Certificate issued by practicing Chartered Accountant with his seal, signature, membership number / FRN and UDIN in the format as per Annexure-5 of QR OR Copy of credit rating certificate or certified pdf copy of relevant pages(s) of Annual report reflecting Credit Rating duly certified by practising Chartered Accountant on its letter head with his seal, signature, membership number/FRN and UDIN OR For Line of Credit-Documentary evidence from a Nationalized or any Scheduled Bank (other than Co operative Bank).

ANNEXURE-2

FORMAT FOR MANPOWER REQUIREMENT (Clause A5 of QR)

This is certified that as on date of commencement date of sale of tender , we have adequate strength for execution of Job in terms of organizational structure, manpower and expertise in area of Quality Assurance.

The details of Manpower are as follows:

A5.1 ISNT/ASNT Level-II Qualified Personnel in Eddy Current Testing.

Sr. No	**Name of the Person**	**NDE Qualification**	**Certificate No & Validity**
1		ISNT/ASNT Level-II in Eddy Current Testing	
2		ISNT/ASNT Level-II in Eddy Current Testing	

A5.2 ISNT/ASNT Level-II Qualified Personnel in Ultrasonic Examination

Sr. No	**Name of the Person**	**NDE Qualification**	**Certificate No & Validity**
1		ISNT/ASNT Level-III Ultrasonic Examination	
2		ISNT/ASNT Level-III Ultrasonic Examination	

Document(s) Enclosed:

1. Signed Overall Organization Chart.
2. Copy of Valid qualification certificates for NDE personnel as mentioned above.

Bidder’s signature with date and stamp

We have verified all the above information, which is necessary for the purpose of certification/validation. It is certified that the information provided is correct to the best of our knowledge and belief. It is also certified that during certification, all the supporting documents were examined/verified by us.

Authentication by ISA/ TPIA

ANNEXURE-3

FORMAT FOR SINGLE ORDER VALUE

1. Name of the work			
2. PO no./ Contract no./ Work order No/ Agreement no (Attach BOQ and rate details)	No:		
	Date		
3. Details of Purchase/Customer/ Client a. Name b. Address c. Phone d. E-mail			
4. Actual Date of Completion:			
5. Value of work done on completion: a. Value of work on completion b. Value of Work on completion after escalation as per QR clause.			
6. Reference number and date of Purchase/Customer/ Client's completion certificate or similar documentary evidence certifying completeness of work issued by Purchase/Customer/ Client. (Attach the copy)			

Notes:

a. The bidder shall fill the relevant details in format. If the bidder fills that the details are "as per enclosed/attached annexure", then such submission will not be considered for evaluation.
b. Documentary evidence for bill selling exchange rates of SBI, if applicable.

Self-certification by the Bidder

Verified by TPIA/ Statutory Auditor

ANNEXURE-4

FINANCIAL DATA

(on the letter head of the Chartered Accountant)

This is to certify that the financial data of M/s -- having PAN no. -------------------------------------, Regd. Office address: -- are as follows.

Amount (₹ in Lakhs)

Sr. no.	Description	Audited Financial Data for Last Five Financial Years				
		Year _____	Year _____	Year _____	Year ______	Year ______
1.	Annual Financial Turnover				______________	
2.	Average annual Financial Turnover for preceding 3 financial years				______________	
3.	Profit Before Tax (PBT) for preceding five/ seven (as applicable) financial years					

We have obtained all the information from the Bidder which is necessary for the purpose of certification. It is certified that the all information are correct to the best of our knowledge and belief. It is also certified that during certification, all supporting documents were examined by us.

(Signature, seal having membership no. / FRN of CA with UDIN)

Date:

Notes:

1. The information is to be certified by a practicing Chartered Accountant on his letterhead, under his signature and seal having membership no. /F RN and UDIN. Bidder shall fill the data in excel sheet as mentioned in the certificate and then upload the certificate with bid.
2. For the purpose of this certificate Annual Turnover shall mean “Sale Value or Operating Income.
3. In case audited financial data of the immediately preceding financial year is not made available by the bidder, he has to upload a certificate issued by a practicing Chartered Accountant on his letter under his signature and seal having membership no. / FRN and UDIN stating that “the balance sheet for FY .... has actually not been audited so far”. In such case bidder shall provide the financial data of last three / five audited financial years as the case may be, same shall be taken into consideration for evaluation.

ANNEXURE-5

SOLVENCY CERTIFICATE ON LETTER HEAD OF BANK

This is to state that to the best of our knowledge and information that M/s.......................... having/registered office address............................ ....is customer maintaining his accounts with our branch since............... As per records available with the bank, M/s...... .... can be treated as solvent up to a limit of Rs.......................... (Rupees in words...).

It is clarified that the above information is at the specific request of the customer. This certificate is issued without any guarantee or responsibility on bank or any of the offices.

Name, designation, Signature with seal of bank

Notes:

1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority.

2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

Verified by TPIA/ Statutory Auditor.

ANNEXURE-6

Form for Certificate of Net Worth from Chartered Accountant

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year ...., the Net Worth of M/s .... (Name and Registered Address of individual / firm

/ company), as on ………………… (relevant date) is Rs. ………………………after considering all liabilities.

Also, the net worth of the company has not been eroded by more than 30% (thirty percent) in the last three audited financial years previous to the last day of month previous to the commencement date of sale of tender”.

Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated loses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amal gamation.

Signature of Chartered Accountant………………………

Name of Chartered Accountant………………………….

Membership No. / FRN of ICAI…………………………………

Date and Seal with UDIN ………………………………………….

ANNEXURE-7

Conditions of Insolvency and Bankruptcy Code, 2016 (IBC)

Offer from the following Bidders will not be considered:

- Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy pro ceeding under Insolvency and Bankruptcy Code. 2016 (Code).

- Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is init iated under the Code at any stage of evaluation of the Bid.

- The Bidder who is insolvent or bankrupt, assigns all or a substantial part of its business or as sets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of cred itors rights or otherwise ceases to conduct business in the normal course shall be ineligible to p articipate in the tender.

- It will be the responsibility of the Bidder to inform within 15 days from the date of order of in solvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) und er the Code.

- If Bidder refuses or fails to share the information regarding their status of insolvency resoluti on process or liquidation or bankruptcy proceeding in their Bid or at any later stage, their offer i s liable to be rejected.

- NPCIL reserves the right to cancel/terminate the contract without any liability on the part of NPCIL immediately on the commencement of insolvency resolution process or liquidation or ban kruptcy proceeding of any party under the contract.

- NPCIL reserves its right to evaluate and finalize the tender without considering the Bid of an y party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.
- A declaration I undertaking shall be submitted by the Bidder in the Format as per Annexure-7A along with techno commercial Bid.

ANNEXURE-7A

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016

Tender No.:.. Name of Work:..

Bidder ’s Name:...

1/ We. M/s. ____declare that: -

(i) I /We am / are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.

(ii) I /We am / are undergoing insolvency resolution process or liquidation or bankruptcy proc eeding as on date as per Details mentioned below.

Note: Strike out one of above which is not applicable.

It is understood that if this declaration is found to be false. Nuclear Power Corporation of India Ltd. s hall have the right to reject my / our bid. and forfeit the EMD. if the bid has resulted in a contract, th e contract will be liable for termination without prejudice to any other right or remedy (including ho liday listing) available to NPCIL

Place:

Date:

Signature of Bidder with Name and stamp of Signatory

2.0 Clause regarding IP (Integrity Pact) and IP Security

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

2.1) IP (Integrity Pact)

a) IP (Integrity Pact) essentially envisages an agreement between the prospective Bidder and NPCIL com mitting 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 biddin g.

c) The submission of bid by Bidder shall be considered as an unconditional and absolute acceptance of In tegrity 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 Authorit y 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 signi ng of the contract with successful Bidder.

e) NPCIL has appointed Independent External Monitors (IEMs), the role of IEMs is advisory and it is restric ted to resolving issues raised by an intending Bidder regarding any aspect of the tender which allegedly re stricts 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: jacobthariyan@gmail.com

2. Shri Prakash Chandra, email: prakashchandra59@yahoo.co.in

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

2.2) Integrity Pact Security:

i) The EMD/Bid Security submitted for the tender shall also be considered as IP Security. No separate s ubmission 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 Pe rformance Security will serve the purpose of Integrity Pact Security seamlessly during execution of Contra ct 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 b y the Contractor, the Performance Security shall be forfeited. Contractor/Seller/Service Provider shall initial ly submit Performance Security as per relevant clauses of Contract to start with. However, Contractor/Selle r/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 unsu ccessful bidders shall be returned to the respective bidders as per conditions stipulated under the GeM GT C or the Bid Document.

iv) If contract security is waived/not available for seamless commitment towards IP, action as per Contrac t/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 commitm ent towards IP, the relevant authority of MSE/Startup with whom Contractor is registered shall be informed for any violation of IP.

vi) The bidders who are exempted for submission of EMD as per GEM GTC, they shall submit Bid Security Declaration (Annexure-I) as per format attached in Buyer uploaded ATC document.

3. Price Correction/Adjustment Methodology for Price Mismatch

3.1. In case of two-part tenders, the Bidder shall take special care not to mix up any price details requi red to be submitted against Part-II (Price bid) with Part-I (Technical & Commercial bid except price) an d vice versa. Any violation of the above shall lead to summarily rejection of bid as being non-responsive.

3.2. 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 t he “Price Bid Break-up/SOQR” or submission of irrelevant document or submission of No/Nil value agai nst 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.

3.3. Addition/deletion/modification of any item in the prescribed “Price Bid Break-up/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.

3.4. 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.

3.4.1. 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.

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

3.4.3. 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.

3.4.4. 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.

3.4.5. 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.

3.4.6. 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”.

4.0. Submission of Payment Documents: The Seller shall submit Original invoice clearly marked for "Bill to' and 'Shipped to', Annexure-F, Sellers's Bank Details, E-invoice if applicable to seller based on his turnover, Test certificate (if applicable) etc to the Paying Authority directly, immediately after despatching material to the Consignee. As payments is to be released in a time bound manner, non-receipt of these documents in time may lead to rejection of supplies.

5.0. Documents during representation: The clarification / documents submitted during the representation time shall not be considered for evaluation.

6.0. Engineer In-Charge Designation: Kaiga Generating Station (KGS-1&2): SME(M), KGS-1&2.

7.0. 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 %.

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

9.0. Generic

9.1 The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of b uyer.

9.2 The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

9.3 The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severall y liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due p erformance of the Contract and the Sellers obligations there under.

10.0 Priority of Documents

The documents forming the contract are to be taken as mutually explanatory of one another. For the purp oses of interpretation, the priority of documents shall be in accordance with the following sequence:

a) Contract Agreement / Purchase Order issued through GeM

b) Response to Pre-bid queries

c) Buyer added Bid specific Additional Terms & Conditions

d) General Terms and Conditions on GeM

e) Technical Specifications

f) Drawings and technical documents finalized / approved during the execution of contract

11.0. Contractor Obligation

a) The Contractor shall design (to the extent specified in the Contract), procure / manufacture (includin g associated Purchases and/or sub-contracting), inspect, test, pack and supply the Stores with due care an d diligence in accordance with the Contract and with the Purchaser's instructions, and shall remedy any de fects in the Stores occurring in defect liability period, and remedy latent defects within a further period of f ive (05) years from end of defect liability period.

b) The Contractor shall be deemed to have carefully examined all Contract documents and obtained cla rifications from the Purchaser where needed to his entire satisfaction before submitting the bid. In particul ar, and without prejudice to the foregoing conditions and in addition thereto, when tenders are called for f urnishing Particulars, the Contractor's tender to supply in accordance with such Particulars shall be deeme d to be an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part which may arise on account of non-examination or misunderstanding of the Particulars will, in a ny circumstances, be considered/payable by the Purchaser.

12.0 Sub-contracting

The Contractor shall not sub contract any or all of the work without written consent of the Purchaser /Buye r. The Contractor shall be solely responsible to the Purchaser/ Buyer for all work including that of the sub-c ontractor, if allowed by the Purchaser/ Buyer.

13.0 Subletting or Assignment of Contract

The Contractor shall not sublet, transfer or assign the Contract or any part thereof or bills or any other ben efits, accruing there from or under the contract without the prior written consent of the Purchaser/Buyer. S uch assignment or sub-letting if approved by the Purchaser/ Buyer shall not relieve the Contractor from an y contractual obligation or responsibility under the Contract.

Any breach of this condition shall entitle the Purchaser to cancel the Contract or any part thereof and to pu rchase from other sources as per relevant clause of Tender (Cancellation/Termination of Contract in Full or Part) hereof and/or recover from the Contractor damages arising from such cancellation

14.0 Contractor's Quality Assurance

Procurement, Manufacture & Supply of Stores by the Contractor or Subcontractor(s) shall be subjected to P urchaser's/ Buyer's Quality Assurance (QA) requirement as per relevant clause of the Tender (Quality Assu rance, Inspection, Acceptance and Rejection).

15.0. Price Basis: On DAP (Delivered At Place) basis at Purchaser's sites inclusive of packing & forwardi ng, freight & transit insurance including GST.

16.0. Price quoted by bidders shall be exclusive of unloading at respective site. Unloading at NPCIL site will be in NPCIL scope.

17.0. Bidder shall submit an Undertaking as per attached Annexure-II on their Company's Letter Head along with offer for compliance of GeM GTC Clause No. 29 (one bid per bidder).

18.0. De-minimis Level: It may kindly be noted that NPCIL has no reservation about import procurement, if it is necessary, for subject of package. However, bidder shall ensure that items to be imported to India do not have US origin components above the de-minimis level.

19.0. Forms of EMD:

Bidders can also submit the EMD with Account Payee Demand Draft in favor of Manage r (F&A), C&MM, Nuclear Power Corporation of India Limited payable at Mumbai. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 working days of Bid End date / Bid Opening date.

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 FD R along with bid and has to ensure delivery of hardcopy to the Buyer within 5 working days of Bid End date/ Bid Opening date.

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 (including e-Bank Guarantee) from any of the Commercial Banks in an acceptable form. Bidder has to upload scanned copy / proof of the BG along with bid and has to ensure delivery of hardcopy to the Buyer within 5 working days of Bid End date / Bid Opening date.

20.0. Only manufacturers quoting for goods/ product manufactured by them shall be eligible for availing benefits under the Public Procurement Policy for MSEs Order 2012. Dealers/ Distributors/ Sole Agents/ Resellers/ Traders/ Stockists will not be considered for benefits under the subject policy and are required to pay requisite EMD as stipulated in the bid document. Seller declaration stating that the offered product is manufactured by them shall be submitted along with bid.

21.0 Terms of Payment:

(21.1) 90% of Basic Price (inclusive of P & F Charges) for supply of "Steam Generator Tube Cleaning & Inspection System (SG-TCIS)" along with 100% of Taxes & duties will be released on successful completion of supply, demonstration, training & mock-up qualification of Steam Generator Tube Cleaning & Inspection System at NPCIL and on submission of following documents to paying authority:

21.1.1 Tax Invoice.

21.1.2 Proof of receipt i.e. Receipted delivery challan/ Receipted LR in original issued by the consignee duly signed.

21.1.3 Shipping Release in original issued by the Inspection Authority duly signed.

21.1.4 Certificate issued by Engineer-In-Charge for completion of Mock-up Qualification of SG TCIS at NPCIL site.

21.1.5 Certificate issued by Engineer-in-Charge for completion of training of NPCIL manpower.

21.1.6 Certificate issued by Engineer-in-Charge for receipt of History Docket.

21.1.7 Certificate as per Annexure-F regarding GST.

21.1.8 Copy of Transit Insurance Policy

21.1.9 Acceptance of Performance Bank Guarantee

21.1.10 Consignee receipt cum Acceptance certificate (CRAC).

(21.2) Balance 10% of Basic Price (inclusive of P & F Charges) for supply of "Steam Generator Tube Cleaning & Inspection System (SG-TCIS)" will be released after supervision by supplier's engineers during deployment of Steam Generator Tube Cleaning & Inspection System (SG-TCIS) for cleaning of Steam Generator tubes of one Steam Generator at NPCIL site and on submission of following documents to paying authority:

21.2.1 Certificate issued by Engineering-in-Charge for completion of "Supervision of steam generator tube cleaning & Inspection of system by supplier's engineers at NPCIL site have been completed and payment can be released"

Note: If NPCIL is not able to provide Steam Generator for deployment of SG-TCIS (i.e. non availability of site) after successful mock up qualification at NPCIL site for a period of one year, then the balance 10% amount can be released against submission of Retention Bank Guarantee by the supplier. The Retention Bank Guarantee will be released after supervision by supplier's engineers during deployment of Steam Generator Tube Cleaning & Inspection System (SG-TCIS) for cleaning of Steam Generator tubes of one Steam Generator at NPCIL site.

22.0. Defect Liability Period shall be 12 months from date of successfully Deployment of system at NPCIL site.

23.0. Delivery Period: 546 days from date of Purchase Order.

24.0 Contractual Delivery Period Extension

If extension of Contractual Delivery Period is required by the Seller, kindly communicate on the Buyer/Consignee e-mail id clearly mentioning the reason for Delivery Period Extension and number of days of Delivery Period extension required. Buyer and Consignee e-mail id's are available in the GeM contract as published through GeM portal for communication purpose.

25.0. Quality surveillance:

25.1 Stores covered by the Contract shall be subjected to quality surveillance and inspection by the Purchaser's authorised Inspector.

25.2 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.

25.3 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 co nnection with said sale and storage if any. Freight paid by the Purchaser on Stores received and rejected af ter examination at destination shall be recoverable from the Seller.

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

25.5 The stores received by the Purchaser will also be subject to inspection and test as may be considere d necessary by the Inspector and his decision as regards rejection of Stores shall be final and binding on th e 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 Pu rchaser (which time shall become essence of the Contract), the contractor bearing the cost of freight for s uch 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 Sel ler's liability as regards the supply of any further consignment(s) due under the Contract, if the said Contra ct has not been cancelled or Terminate the total contract or portion thereof and recover damages from the Seller on that account.

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

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

25.8 Items will be inspected prior to dispatch. Please intimate readiness of item to Executive Director, QA (C-1), Nuclear Power Corporation of India Limited, Nabhikiya Urja Bhavan, Anushaktinagar, Mumabi – 400 0 94, E-mail ID: ed.qa@npcil.co.in Phone No.: 022-25995036 or is authorized Representative for arranging in spection and issue of shipping release, under intimation to the undersigned. The items shall be dispatched only after pre-despatch inspection has been carried out by our inspection authority and Shipping Release i s obtained in writing. The supplier shall render all required assistance to the inspecting authority to carry out the inspection.

26.0. Right of Recourse under Civil Liability for Nuclear Damages Act 2010 & Rule2011 thereof :

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 wit h the explanation of the term “supplier” given in Rule 24 of the CLND Rules, 2011 and in the context of sec tion 17(a) and (b) of the CLND Act, 2010.

27.0 Recording of Hindrances and apportionment of delays:

The Contractor is required to maintain two Hindrance Registers in an approved format for reporting hindra nce arisen during the course of work execution - 1st register to be maintained for recording hindrances per taining to design, engineering, procurement and supply related issues, and 2nd register for recording hindr ances pertaining to field works at Site. The Contractor shall get hindrances recorded in the Hindrance Regi ster(s) duly approved / endorsed by the Procurement Engineer or Engineer-in-charge, as the case may be.

As only start & end dates of the hindrances are recorded in the hindrance register(s) whenever they crop u p during the course of work execution, the impact of hindrances on overall schedule shall be determined b y way of analyzing the delays viz.-a-viz. original plan. Revised activity network incorporating all event occu rrences /hindrances recorded over project timeline shall form the basis for delay analysis. The apportionm ent of delays over the Purchaser, force majeure, and the Contractor shall be done based on delay analysis taking activity network as the basis.
Hindrances due to Purchaser and/or Force Majeure only shall be recorded in the Hindrance registers. All ot her delays shall be to the Contractor's account. During delay analysis, hindrances recorded in the hindranc e register(s) duly endorsed by the Purchaser’s authority shall only be considered and the net effect on the project schedule shall be mutually agreed.

28.0. Contractor’s Documents

1) As between the Parties, the Contractor shall retain the rights for which the Contractor has copyrights an d other intellectual property rights (IPR), and for all other documents prepared / created in the course of e xecution of the Contract, the IPR will remain with the Purchaser.

2) The Contractor shall be deemed to give to the Purchaser a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the contractor's documents, including making and using modifications of them. This license shall:

a) Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Facilities,

b) Entitle any person in proper possession of the relevant part of the Facilities to copy, use and communicate the contractor's documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and decommissioning the Facilities, and

c) In the case of contractor's documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

29.0. Purchaser's Documents

As between the Parties, the Purchaser shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Purchaser. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Purchaser's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract and with prior consent of the Purchaser.

30.0. Confidentiality

30.1 The Contractor shall take necessary steps to ensure that all persons employed on any work in connection with this Contract have noticed that the Indian Official Secrets Act, 1923 (XIX of 1923) applies to them and shall continue to apply even after the execution of the Contract.

30.2 All information, drawings, designs and specifications imparted to the Contractor shall, at all times, remain the absolute property of the Purchaser. The Contractor shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.

30.3 The Contractor shall use his best endeavours to ensure that such information are not divulged to third parties except where needed for the performance of the Contract by the Contractor with the prior consent of the Purchaser. In such cases, the Contractor shall ensure and obtain similar obligation of confidence, from third parties in question.

30.4 The Contractor shall at his own cost procure from his own employees, agents or sub-contractors (and agents and sub-contractors of such agents and sub-contractors) the execution of a Confidentiality Agreement in the form and manner acceptable to the Purchaser and shall do or assist in doing all such acts, deeds and things to cause such employees, agents and sub-contractors to whom the confidential information is given, to be bound by all the confidentiality obligations as the Contractor is bound under this Agreement.

31.0. ARBITRATION

a) Any dispute in respect of which notice of intention to commence Arbitration has been given, shall be finally settled by Arbitration. The Arbitration may be concluded prior to or after completion of the facilities. Arbitration proceedings shall be conducted in the manner as herein below provided.

b) Consequent to issue of notice of intention to commence Arbitration by either party, both the Purchaser and the Contractor shall appoint one Arbitrator each. These two Arbitrators shall agree between themselves and shall appoint a third Arbitrator. The issue in dispute shall then be referred to these Arbitrators. In any Arbitration invoked at the instance of either party to the Contract, the Arbitrator(s) would be free to consider the counter claim of the other party even though they are not mentioned in the reference to Arbitration. The decision either by consensus or by majority of these three Arbitrators shall be final and binding on both the parties and shall be implemented by the parties forthwith.

c) For Contract issued to an Indian Contractor or to a Consortium in which the Indian Contractor is the lead partner, the provisions of the Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such Arbitration proceedings. The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.

d) For Contracts between CPSEs, inter-se and CPSEs and Government Departments/ Organisations: In th e event of any dispute or difference relating to the interpretation and application of the provisions of comm ercial contracts(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts interse and also between CPSEs and Government Departments/ Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken by either party for resolution thr ough Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM no. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

32.0. Banning of business dealings by NPCIL/Buyer

NPCIL reserves the right to initiate Banning as per NPCIL's Banning of business dealings as mentioned belo w 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 s ame.

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

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

32.1 Grounds for Banning

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

32.1.1. Involvement in cartel formation during bidding.

32.1.2. Baseless allegations by the bidder on NPCIL/Corporation/Buyer evaluation processes or official s.

32.1.3. If any of the owner, proprietor or partner of the Contractor, is convicted by a court of law, duri ng bidding process or currency of the contract, for offences involving corrupt and fraudulent practices i ncluding misrepresentation of the facts, moral turpitude in relation to its business dealings with NPCIL.

32.1.4. Malafide / unlawful acts / malpractices or improper conduct on part of Contractor based on th e approved findings of the Investigation Agency.

32.1.5. If the Contractor misuses the premises or facilities of the NPCIL forcefully occupies, tampers o r damages the Company's properties etc. or fails to vacate the properties/land/complex within reasonab le time limit as specified or even after receiving the notices from the department.

32.1.6. Security concerns for the assets of the Corporation and State.

32.1.7. Submission of bids that contain false information or falsified documents or the concealment of s uch information in the bids in order to influence the outcome of eligibility screeningor / at any other sta ge of the public bidding and execution.

32.1.8. 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.

32.1.9. Supply of Counterfeit items Breach of Code of Integrity.

32.1.10. Bidder shall not act in contravention of the codes which includes

32.1.10.1 Prohibition of:

a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either dir ectly 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 o ther benefit may be obtained or an obligation avoided.

c. Any conclusion, bid rigging or anticompetitive behavior that may impair the transparency, fairne ss and the progress of the procurement process.

d. Improper use of information provided by the procuring entity to the bidder with a 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 entit y 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 in fluence 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 process or to s ecure a contract;

32.1.10.3 Disclosure by the bidder of any previous transgression made in respect of the Provisions o f above 32.1.10.1 with any entity in any country during the last three years or of being debarred/ banned b y any other procuring entity.

32.1.10.2 Disclosure of conflict of interest

32.2 Show Cause Notice

32.2.1 NPCIL will issue Show Cause Notice to the Contractor on noticing/receipt of a complaint of any irreg ularities and /or misconduct and /or unethical practice as mentioned in clause no. 32.1.

32.2.2 Upon receipt of Show cause notice, the Contractor is required to submit the reply to Show Cause N otice within 30 days of its receipt and no extension shall be given without justifiable reasons. The Contract or shall also be given an opportunity for oral hearing to present the case in person to NPCIL and the date o f 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 represe nt the Contractor on their behalf.

32.3 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.

32.4 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 conse quences on issuance of the order of banning of business dealings with the bidder/contractor:

32.4.1 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 t o participate in any tender enquiry till completion of Banning period. If the Contractor has already particip ated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and p rice 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, incase 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.

32.4.2 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.

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

32.4.4 Even if, the banned Contractor is an approved Sub-vendor under any Contract for such equipmen t/component/service, the Main Contractor shall not be permitted to place Work order/Purchase order/Servi ce Contract on the banned Contractor as a sub-vendor after the date of banning even though the name of t he party has been approved as a sub-vendor prior to the order of banning.

32.4.5 The completion certificate issued to the contractor shall make a mention regarding banning durin g execution of the contract.

32.4.6 Banned bidders shall not be permitted to submit their bid. The bid submitted by the banned bidd er shall be summarily rejected.

32.4.7 Contracts concluded before the issue of the banning order shall, not be affected by the banning o rder.

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

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

32.4.10 Banning under the provisions of Banning of Business Dealings of NPCIL is applicable only for NPCI L.

32.5 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/ suspended firm;

c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice;

d. Directly or indirectly controls, or is controlled by or is under common control with another bidder;

e. All successor firms will also be considered allied firms.

33.0. 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.

34.0 Additional terms:

1) Qualified Manpower:

The Bidder shall have in-house design & engineering team on rolls of the bidder. The team shall consists of following engineers in below field:

- Graduate Mechanical Engineer- 2Nos. (Minimum)
- Graduate Electrical/ Electronics/ Automation Engineer - 2 Nos. (Minimum)

The team shall have minimum 3 years of operational experience in their respective field.

Documents to be submitted regarding above:

a) Certified copy duly signed by the authorized signatory of the Bidder for in-house design & engineering team on rolls of the bidder.

b) Degree credentials (such as degree certificate) of in-house design & engineering team (which is on rolls of the bidder) and experience certification in their respective field from bidder.

2) The bidder shall have in-house covered shed area of 100m2 minimum with Overhead crane of capacity 5MT minimum.

Documents to be submitted regarding above:

a) Self-Certified copy of Plant layout mentioning size of the covered area.

b) Self-Certified copy of Plant layout mentioning Crane facility in the covered area.

c) Load Testing report valid as on date of bid submission.

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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---