बिड संख्या/Bid Number: GEM/2026/B/8113397

दिनांक /Dated: 15-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	06-11-2026 14:00:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (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	Kakrapar Gujarat Site
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :alhod4707@npcil.co.in Buyer Email id: babuy4068@npcil.co.in
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	Manufacturing and supply of LP cylinder seal Bellow unit as per Drawing No. KAPP12/41110/7535/GA
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	SS Bellow seal unit for LP cylinder for Turbine
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Tamper Evident Seals for LPG cylinders, SS clip used in Safety Cap for self closing valves of LPG cylinders, NBR O - Ring for Self Closing Valves of LPG Cylinders, Safety Cap for Self Closing Valves of LPG Cylinders (V2), Nylon String Used In Safety Cap For Self Closing Valves Of LPG Cylinders as per Oil PSUs
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Neoprene Rubber Bellow (BHEL)
वर्षों के अनुभव के लिए एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience	Yes | Complete
वर्षों के अनुभव के लिए स्टार्टअप को छूट प्राप्त है / Startup Relaxation for Years Of Experience	Yes | Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

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
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
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	34065

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).	6

(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 :
SITE DIRECTOR KAKRAPAR GUJARAT SITE
Kakrapar Gujarat Site, Department of Atomic Energy, NUCLEAR POWER CORPORATION OF INDIA LIMITED, PMO (Site Director Kakrapar Gujarat Site)

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes

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. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
3. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
4. **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.

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

Detailed price schedule shall be uploaded with Part-2 price bid only strictly as per format attached - 1791019793.xlsx

Manufacturing And Supply Of LP Cylinder Seal Bellow Unit As Per Drawing No. KAPP12/41110/7535/GA (4 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

DrawingDocument1	View

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	Anurag Pushp	394651,KAPS PLANT SITE, PO ANUMALA, DISTRICT TAPI, GUJARAT	4	120

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. **Scope of Supply**

   Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   Bidders shall note the following specifications and requirements at the time of submission of t heir bids:

   Specification –

   - LP cylinder seal bellows unit assembly as per Drg KAPP 1&2/41110 /7535/GA (BHEL Drg: G2613532) enclosed.
   - size of bellow: 1400NB
   - overall length:150mm
   - Material of construction:
   - Bellow element: (SS) SA240 Gr 321
   - Flanges: SA 516 Gr 70
   - Vacuum test at (-) 0.97kg/sqcm(g) for 30min.
   - 100% radiography for bellow element long seam joint only

   Other requirements

   - Pre-dispatch Inspection (PDI) shall be carried out by NPCIL-QA

- Bellow material certificate, Pressure test report and DPT / radiography report for bellow long seal joint report is required along with supply.
- Supplier to submit QAP and manufacturing drawing for the Approval
- Adequate packing shall be done for safe transit.

ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT

1. **Qualification Requirement:**

a. Prior Experience: Bidder shall have experience in manufacturing and supply of SS bellow for LP Turbine within the last 10 years of bid due date. PO/WO and Shipping Release / Completion Certificate for successful supply shall be submitted as documentary evidence against the prior experience qualification requirement.

Note: MSEs and Start-ups shall be exempted from meeting the prior experience requirement as mentioned above on submission of valid document to qualify as MSE/Start-up

b. Technical requirement: Bidder shall have sufficient shop facility for fabrication of metallic Bellows and qualified Manpower for the fabrication. Bidder shall submit following documents to meet the technical qualification requirement.

1. Details of shop facility for fabrication of metallic Bellows

2. Details of Qualified welders and fabricator

3. Details of Qualified welding inspectors.

Bids received without supporting documents to meet the qualification requirement shall be summarily rejected.

2. Bid Price:

Prices quoted shall be inclusive of all as per GeM GTC. **However, Unloading of Consignment is in the scope of Buyer. Hence, bidder shall ensure to exclude all type of Unloading expenses and associated charges** 3. **Price Mismatch:**

Price bid evaluation and Mismatch between “Total price quoted by bidder in GeM financial bid and total of price of all items uploaded “price bid breakup/ SOQR” shall be governed as per Annexure-I (under Buyer added specific ATC)

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

B. Wherever asked for, the bidder shall be required to submit complete break-up of "Total Price" as per prescribed "Price Bid Break-up/SOQR" format in GeM Portal. In such case, the non-submission of the "Price Bid Break-up/SOQR" or submission of irrelevant document or submission of No/Nil value against all items of the "Price Bid Break-up/SOQR" shall lead to rejection of such bids. However, in case No/Nil rate is quoted against some of the item(s), the price of such item(s) shall be deemed to be zero.

C. Addition/deletion/modification of any item in the prescribed "Price Bid 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.

D. Calculations for Price Bid Evaluation for Single Packet/ Part Bids, Part-II (price bid) evaluation for Two Packet/ Part Bids and Contract Order Placement:

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

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

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

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

4. In case of mismatch between "Total Price" quoted by Bidder in GeM Portal and total of price of all items of the "Price Bid Break-up/SOQR", 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.

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

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

4. **Pre - Dispatch Inspection:**

"All works covered by this GeM Contract shall be subject to Quality Surveillance by Executive Director (QA) or His Authorised Representative, NPCIL, Nabhikiya Urja Bhavan, Anushakti Nagar, Mumbai-400 0094. Fax No.022-25565354/25563350, email: edqa@npcil.co.in.

The Seller shall provide all required assistance for this purpose. Pre-dispatch inspection shall be carried out by representative of Directorate of Quality Assurance, Nuclear Power Corporation of India Ltd., Nabhakiya Urja Bhawan, Anushakti Nagar-MUMBAI, PIN-400094 FAX NO. 022-25565354. e-mail: edqa@npcil.co.in at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. For inhouse testing, the Sellers will provide necessary facilities free of cost. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. When there is requ

irement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency. Test Certificates and Guarantee Certificates if required by the Inspector shall be obtained and furnished to him free of cost by the Contractor and/or from the specified agency.

Buyer reserves the right to carryout auditing of the activities of the contractor/subcontractors at their works/premises".

5. **Priority of Documents:**

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

i. Contract Agreement

ii. Response to Pre-bid queries / Bid Corrigendum

iii. Buyer added Bid Specific Additional Terms & Conditions

iv. General Terms and Conditions on GeM

v. Technical Specifications

vi. Drawings and technical documents finalized / approved during the execution of contract.

6. **Delivery Schedule:**
Contractual Date of Delivery (Delivery Schedule) mentioned in Bid Document, shall be the essence of the Contract.

7. **Liquidated Damages:**

Liquidated Damages as stipulated under clause no. 15 (iii) of GeM GTC shall be applicable for the contract awarded against this Bid.

8. **Unloading of the consignments reported at Consignee’s location:**

i. Unloading of the consignments reported at Consignee’s location is in the scope of the Buyer at Seller’s risk.

ii. Seller shall ensure that the consignment(s) shall be properly packed as per the Industry standards of respective categories of products to avoid damage during transportation and unloading of the consignment at Consignee’s location. Seller is solely responsible for associated risk and damages, if any, that occur during the unloading of consignment at consignee’s location due to improper/inadequate packing by the Seller.

iii. Seller is responsible to provide details of Consignment shipped to Consignee in advance along with relevant documents (like GeM Contract Details) and information of Transporter / Courier / Seller Representative (if applicable) / Driver (Ex. Aadhar Details, Driving License, etc.) and vehicle (Ex. RC, PUC, Vehicle Fitness, etc) carrying the consignment.

iv. Sellers Representatives / Vehicle entry permit at Consignee location is subject to security clearance from Central Industrial Security Force (CISF) after verification of valid Identity Proof (Ex. Aadhar Details, Driving License, etc.) and all other relevant valid documents of the vehicle (Ex. RC, PUC, Vehicle Fitness, etc) carrying the consignment.

v. Buyer will put best efforts to unload the consignment with advance intimation and report preferably on or before 14:00 Hrs at NPCIL, KAPS Main Gate on any working days excluding Sundays, second Saturdays and Public holidays.

vi. Only consignment(s) pertaining to NPCIL, Kakrapar shall be permitted inside the plant premises.

vii. Seller shall be responsible for Compliance to e-Way Bill in line with e-way bill provision under GST Act

viii. Seller has to ensure Delivery of Consignment within CDD / Re-fixed CDD /Extended CDD of the Contract. Acceptance of Consignment delivered beyond Contractual Delivery Schedule and Liquidated Damages Period shall be on sole discretion of Buyer based on requirement at Buyer's end.

9. **Submission of Documents to consignee and Paying authority**

a. Seller shall ensure submission of following documents to the **Consignee** along with the supply for the timely processing of Provisional Receipt Certificate (PRC) on GeM portal.

i. Delivery challan / Copy of Original invoice clearly marked for 'Bill to' and 'Shipped to'

ii. Packing list clearly correlating items with specific details (like Equipment no., Batch no., Part no., Heat no. etc.) in documents

iii. Shipping release duly signed and stamped by inspecting authority

iv. Test Certificates

v. Authorization certificate from domestic manufacturer as per DMI&SP policy as per declaration submitted in form-1 along with the bid.

Seller shall ensure to upload "Proof of Delivery" duly Signed and Stamped / Sealed by Consignee on GeM portal within valid delivery period of the contract for timely processing of PRC. Seller shall be solely responsible for the delay in processing of PRC and CRAC for the non-compliance with this requirement.

b. The Seller has to submit following documents to the **Paying Authority** immediately after despatching material to the Consignee:

i. Original invoice clearly marked for 'Bill to' and 'Shipped to',

ii. E-invoice if applicable to Seller based on his turnover

iii. Annexure-F (format enclosed),

iv. Seller's Bank details,

Seller shall be solely responsible for the delay in release of payment due to delayed submission of mandatory documents to Paying Authority of Buyer.

10. In the event of "Dis-qualification" of Bid on account of non-compliance to bid conditions and non-submission of necessary documents against the Bid requirement and/or during the clarification on GeM Portal; The Clarifications/Documents submitted during the representation time shall not be considered for evaluation.

11. **Representation/clarification in bid document:**

Representation window is available on GeM portal for all bidders during the Bidding period. Bidder(s) shall use available window for any "Bid representation" or "Bid clarification" for appropriate response from buyer on GeM portal only. Bid clarification or representation raised through any other media shall be treated unsolicited. Buyer shall not be responsible for addressing the clarification/representation asked by the bidder/s through any other mode outside GeM.

12. **EMD can be submitted through SBI collect portal: following is the SBI collect navigation for payment.**

Sr. No	Particular	Details
01	Step–1	Go to SBI Collect portal and Click on PSU tab
02	Step–2	After clicking on PSU tab, Select Category: PSU-Public Sector Undertaking

03	Step–3	Type (Enter) “NUCLEAR” in search option. PSU name as Nuclea r Power Corporation of India Limited and State as Gujarat will a ppear
04	Step–4	Fill up the requisite details and follow the procedure of bank pa yment.

13. Seller bank details for refund of EMD amount.

In the event, seller submitting EMD through NEFT/RTGS/DD/BANKER’S cheque mode, following information must be provided along with bid document, failing which, buyer shall not be responsible for any delay cau sed in returning EMD amount.

Sr. No	Particular	Details
01	Name of Account Holder	
02	Account Number	
03	Bank Name	
04	IFSC Code	
05	Bank Address	

Bank details (cancelled cheque, bank statement etc.). In support of above may please be uploaded along with bid.

Note: - Bidder shall ensure to provide details of (i) GeM Bid for EMD and (ii) GeM Contract for e-PBG transa ctions made online through NEFT/RTGS/SBI collect. Transactions without these details will be considered a s unsolicited and NPCIL shall not be responsible for refund of credit against such transactions.

14. Submission/Exemption of EMD shall be as per GeM GTC. However, Vendor Assessment is not applicabl e for Custom/BOQ bids. Hence, "Vendor Assessment Report" shall not be considered for EMD exemption in the instant bid. Accordingly, EMD exemption shall be allowed as per GeM GTC, except against "Vendor Ass essment Report".

15. **MSE Purchase Preference & benefits:**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Ent erprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises a nd its subsequent Orders/Notifications issued by concerned Ministry. Only Manufacturers quoting for goods /products 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 in case stipulated in the bid docum ent. Seller declaration stating that the offered product is manufactured by them shall be submitted along with the bid.

As mentioned in Section 7(4) of Ministry of MSME's Notification No. S. O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udy am Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to av ail the benefits under the Policy.

All the MSEs interested in availing benefits must upload the following, failing which, such MSEs shall not b e entitled to claim the benefits under the MSME policy

a**. Udyam Registration Certification (URC)**

b. Seller declaration that the offered product is manufactured by them.

16. **Purchase preference for Make in India products:**

Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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. In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

Bidders shall submit Undertaking / self-certification from the OEM for following information in compliance to above mentioned Make-In-India policy, failing which the bid shall be liable for rejection.

a. Details of OEM (i.e. Name, Address, Contact details etc.)
b. Whether the OEM of product offered is class-I local supplier
c. (%) Percentage of local content available in the "Quoted product"
d. Details of "Location(s) at which, the local value addition is made".

17. **Compliance to Domestically Manufactured Iron & Steel Products (DMI&SP) Policy: (If Applicable)**

The Seller/bidder shall comply with the provisions of the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy, as amended from time to time by the Ministry of Steel, Government of India. The policy is applicable for this tender/bid and the iron and steel products (Appendix-A of the policy) supplied/used for the execution of the contract shall conform to the requirements specified under the DMI&SP policy. The Seller/bidder shall submit **Form-1** specified as part of their bid, irrespective of whether they are manufacturers or otherwise. Non-manufacturers as stipulated in the policy shall submit self-certification on behalf of the domestic manufacturer, subject to Seller/bidder submitting an authorization certificate issued by the domestic manufacturer at the time of delivery. Wrong declaration and/or failure to provide the stipulated documents shall result in action as per terms of contract i.e. forfeiture of EMD, contract security and/or blacklisting/incident etc.

Form-1

Affidavit of Self-Certification for Compliance with Melt & Pour Requirement (Appendix-A) and/or Domestic Value Addition Requirements

(Appendix-A &~~Appendix-B~~*)

* ~~For Appendix-B capital goods, this affidavit must accompany the statutory auditor's/ cost auditor's/ CA certificate, as mandated under the ____ policy~~.

I, _____, Resident of _____, being the authorized signatory of M/s.____ _____, do hereby

solemnly affirm and declare as under:

1. I have read and understood the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy, 2025, issued vide Notification No._____ dated 17-12-2025. I agree to abide by all terms and condition of the said policy and the tender in which this affidavit is submitted.

2. This affidavit pertains to the following iron & steel product(s)/ ~~capital good(s):~~

Name of product(s): _____

HS Code(s): _____

Appendix classification: Appendix-A/ ~~Appendix-B~~) select as applicable)

Procuring agency: _____

3. Melt & Pour- Applicable only for Appendix-A items with Melt & Pour conditi on

I hereby declare that the above product(s) satisfy the Melt & pour in India requirement as notified in Appendix-A. Specifically:

The steel was melted and poured in India.

The first solid shape (slab/billet/ingot/other) was produced at the following location(s):

Steelmaking facility: _____

Location: _____

Heat numbers; Batch details: _____

I undertake to produce mill test certificates, heat records, and any other documentary proof to substantiate this declaration whenever required by the procuring agency.

(If not applicable, write “Not Applicable”.)

4. Domestic Value Addition (DVA) -Applicable for Appendix-A DVA items~~ and Appendix-B c apital goods~~:

I hereby declare that the Domestic Value Addition (DVA) for the product(s) is: _____ ___%.

The DVA has been computed as per DPIIT guidelines and the formula specified in the D MI&SP Policy, 2025.

4A. For~~ Appendix-B Capital Goods (Mandatory): A certificate issued by the statutory au ditor/cost auditor /chartered accountant is enclosed herewith confirming the DVA of the capital good package in accordance with the Policy.~~ (If Appendix-A item only, strike thi s clause out.)

5. I confirm that: all information furnished is true and correct. All input steel costs, import ed content, and domestic content calculation have been verified. All manufacturing, pu rchase, and pricing records are available for examination.

If any information is found incorrect or misleading: the procuring agency may disqualify me/my firm from Government tenders as per the procuring agency norms. I agree to p ay all assessment costs and penalties, including forfeiture of EMD, as per policy and te nder conditions.

6. I undertake to maintain the relevant records and make them available to any statutory authority.

7. Declaration: I do hereby declare that the statements made above are true to the best o f my knowledge and belief. I understand that any misrepresentation shall attract penal ties under the DMI& SP Policy, applicable laws, and tender conditions.

For and on Behalf of

M/s_____

(Authorised Signatory)

(Place &Date)

18. **Civil Liability for Nuclear Damages (CLND) Act 2010 & Rule 2011 thereof:**

Subsequent to the enactment of CLND Act 2010 and Rule 2011, the Purchaser shall have Right to Recourse against the contractor in accordance with provisions under Section 17(a) of Civil Liability for Nuclear Dama ge Act, 2010.

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

a. The Purchaser shall have Right to Recourse against the supplier in accordance with provisions under Se

ction 17(a) of Civil Liability for Nuclear Damage Act, 2010, with following limitations, as stipulated in Rule 2 4 of the Civil Liability for Nuclear Damage Rules, 2011:

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

AND

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

b. The term "supplier" and the duration and extent of supplier's liability are explained in Rule 24 of the Civi l Liability for Nuclear Damage (CLND) Rules, 2011. For any questions relating to supplier's liability under se ction 17 of the Civil Liability for Nuclear Damage (CLND) Act, 2010, Government of India's clarifications dat ed February 08, 2015 may be referred to. These have been posted at the websites of Ministry of External Affairs and the Department of Atomic Energy under the title "Frequently Asked Questions and Answers on Civil Liability for Nuclear Damage Act 2010 and Related Issues".

c. In regard to contracts with manufacturers of or vendors for supply of systems, equipment, components, or building of structures, or provision of services to nuclear installations which are operating or are under construction or those to be installed in future for which NPCIL is the system designer and technol ogy owner, being responsible for safety design of such installations, NPCIL shall assume the role of supplie r in accordance with the explanation of the term "supplier" given in Rule 24 of the CLND Rules, 2011 and i n the context of section 17(a) and (b) of the CLND Act, 2010.

d. Other suppliers can avail the Nuclear Suppliers' Special Contingency (Against Right of Recourse) Insuran ce Policy provided by the India Nuclear Insurance Pool to cover any liability exposure under section 17(a) a nd (b) of the CLND Act, 2010. NPCIL maintains the operator's statutory insurance under the CLND Act, 201 0 by subscribing to the Nuclear Operator's Liability Policy offered by the India Nuclear Insurance pool, ther eby subrogating to the India Nuclear Insurance pool the operator's "right of recourse" against suppliers un der section 17(a) & (b) of the CLND Act, 2010.

e. To have clarity on the terms used in the CLND Act 2010 and Rule 2011 pertaining to Right to Recourse, t he following definition to be considered by the bidder before submission of bids.

i. "Contractor" – shall be as per applicable GTC.

ii. "Supplier" shall be as defined in CLND Rule 24-2.

iii. "Product Liability Period (PLP)" shall be as defined in CLND Rule 24-2.

iv. "Initial License" (Refer CLND Rule 24-2): The initial license, unless otherwise specified, is valid for a p eriod of five years from the date of its issue by AERB.

f. **Right of Recourse under Civil Liability for Nuclear Damages Act 2010 & Rule 2011 thereof No te**: Since requirement is for PHWR, NPCIL is the system designer and technology owner, being responsible for safety design of such installations in the this tender, NPCIL shall assume the role of Supplier in accorda nce with the explanation of term "Supplier" given in Rule 24 of the CLND Rules, 2011 and in the context of section 17(a) and (b) of the CLND Act, 2010.

19. **Submission of Contractual Securities /Bank Guarantee**

In case of award of contract, successful bidder shall furnish Performance Security for 5 % of the Contract va lue in any mode indicated in BID within 15 days of placement of contract for the duration of **06 months** in clusive of 2 months claim period. Original BG Documents shall be sent preferably through **India Post (Sp eed Post)** in the below address:

To,

Head, C&MM,

Nuclear Power Corporation of India Limited,

Kakrapar Gujarat Site,

PO – Anumala, District – Tapi,

Gujarat – 394651

20. Bidder/Seller can submit the Bank Guarantee preferably through NeSL in eBG form. Details shall be us ed for NeSL as below:

Beneficiary PAN	AAACN3154F
Beneficiary Name	Site Director, Kakrapar Gujarat Site Nuclear Power Corporation of India Limited
Date of Incorporation	03/09/1987
Beneficiary Email Id	Will be provided to successful bidder after award of contra ct
Contact No:	Will be provided to successful bidder after award of contra ct
Legal Constitution of the Party	Company
Company Identification Number	CIN - U40104MH1987GOI149458
Registered Office Address	16th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mu mbai
Registered Office Address Pin code	400 005
Communication Address	Head C&MM Nuclear Power Corporation of India Limited Kakrapar Gujarat Site, Post-Anumala. Pin-394651, Taluka: Vyara, District: Tapi, Gujarat

21. Seller can submit Performance Bank Guarantee in the form of Insurance Surety Bond as per format giv en below:

PERFORMANCE SECURITY BOND

Insurance Surety Bond No.

Dated: .....

To,

NUCLEAR POWER CORPORATION OF INDIA LIMITED

(Acting through) Executive Director,

Directorate Of Contracts & Materials Management

NUB, Anushaktinagar, Mumbai-400094.

(A) WHEREAS on or about the (Date of the Purchase Order _____) M/s. _ _____ a Company incorporated under the Companies Act 1956 and having its registered office at _____ _____ (hereinafter referred to as 'The Contractor') entered into an agreement bearing No._____ (hereinafter referred to as 'The Contract'), with Nuclear Power Corporation of India Limited (A Government of India Enterprise) acting through Executive Director, Contracts & Material Management (hereinafter referred to as (Purchaser) for Supply/EPC Package of _____ (hereinafter referred to as 'The Equipment).

(B) AND WHEREAS under the terms & conditions of the contract, the Contractor shall furnish an Performance Security Bond for an amount of Rs. _____(Rupees _____ _____ only} representing _____ per cent of the total value of the contract in the form of irrevocable and unconditional Insurance Surety Bond, in a manner herein contained duly issued by Insurance Company towards satisfactory performance of the contract and performance of the equipment and against any loss or damage caused to or suffered or should be caused to or suffered by the Purchaser by reason of any breach by the said Contractor (s) of any terms and conditions contained in the said agreement. The Performance Security Bond shall be valid till satisfactory completion of Defect Liability Period covering the Warranty/Guarantee period of the equipment as per the terms & conditions of the said agreement.

(C) We, _____ through our branch at _____ (hereinafter referred to as "The Insurance Company"), have agreed to furnish this Insurance Surety Bond (hereinafter called the "Guarantee") for the Guarantee Amount.

NOW, THEREFORE, the Insurance Company hereby, unconditionally and irrevocably guarantees and affirms as follows:

1. NOW WE, _____ (the "Insurance Company") hereby unconditionally and irrevocably guarantees the due and faithful repayment on time of the aforesaid amount due and payable under this guarantee, and agrees and undertakes to pay to the Purchaser, merely on demand from Purchaser stating that the amount claimed is due by way of loss or damage caused to, or suffered by, the Purchaser by reason of breach by the said Contractor (s) of any of the terms and conditions contained in the said agreement or by reason of the Contractor (s)'s failure to perform the said agreement or by reason of unsatisfactory performance of the equipment during the Warranty Period, and without any demur, reservation, recourse, contest or protest, and without any reference to the Contractor, such sum or sums up to an aggregate sum of the Guarantee Amount as the Purchaser shall claim, without the Purchaser being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein. Any such demand made on the Insurance Company shall be conclusive, final and binding on the Insurance company as regards the amount due and payable by Insurance company under this guarantee. However, our liability under this guarantee, shall be restricted to an amount not exceeding Rs. _____ (Rupees_____ only).

2. We undertake to pay to the Purchaser the said sum of Rs. _____ {Rupees __ _____only) demanded not withstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding pending before any Court or Tribunal, Arbitrators or any other body relating thereto our liability under this present being absolute and une

quivocal, The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor (s) shall have no claim against us for making suc h payment.

3. WE HEREBY further agree that the decision of the Purchaser as to the amount of damages su ffered by the Purchase by reason(s) of any breach by the said Contractor or whether the said equipment is giving satisfactory performance or not during the Warranty Period as per the te rms and conditions of the said agreement, shall be final and binding on us.

4. The Insurance company deciares that this insurance surety bond is issued by the _____ _____ (the “Insurance Company”) as per the applicable rules and regulations of ins urance regulatory development authority of India(IRDA), and also agrees that the purchaser as its option shall be entitled to enforce this surety against the insurance company as a princ ipal debtor, in the first instance without proceeding against the contractor and notwithstandi ng any security or other guarantee the purchaser may have in relation to the Contractor's lia bilities.

5. In order to give effect to this Insurance Surety Bond, the Purchaser shall be entitled to act as if the Insurance Company were the principal debtor and any change in the constitution of the Contractor and/or the Insurance Company shall not in any way or manner affect the liability or obligation of the Insurance Company under this Guarantee.

6. It shall not be necessary, and the Insurance Company hereby waives any necessity, for the P urchaser to proceed against the Contractor before presenting to the Insurance Company its demand under this Guarantee.

7. AND WE, _____ (the Insurance Company) do hereby f urther agree that our liability herein under shall not be discharged by virtue of any agreemen t between the Purchase and the Contractor whether with or without our knowledge and/or co nsent and shall remain in full force and effect during the period that would be taken for the p erformance of the said agreement or by reason of the Purchaser showing any indulgence or f orbearance to the Contractor whether as to payment, time for performance, or any other ma tter whatsoever relating to the contract, which but for this provision, would amount to discha rge of the surety under the law.

8. Notwithstanding anything contained herein before, the liability of the insurance Company un der this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in f orce for the period specified in paragraph 9 and unless a demand or claim in writing is made by the Purchaser on the Insurance Company under this Guarantee, all rights of the Purchaser under this Insurance Surety Bond shall be forfeited and the Insurance Company shall be relie ved from its liabilities hereunder.

9. The Insurance Surety Bond shall cease to be in force and effect on _____ Unless a demand or claim under this Guarantee is made in writing on or before the aforesaid date, th e Insurance Company shall be discharged from its liabilities hereunder.

10. The Insurance Company undertakes not to revoke this Guarantee during its currency, excep t with the previous express consent of the Purchaser in writing, and deciares and warrants th at it has the power to issue this Guarantee and the undersigned has full powers to do so on b ehalf of the Insurance Company.

11. Any notice by way of request, demand or otherwise hereunder shall be sent by Courier/post/ email addressed to the Insurance Company at its above referred branch, which shall be dee med to have been duly authorized to receive such notice and to effect payment thereof forth with, and if sent by post it shall be deemed to have been given at that time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certifica te signed by an officer of the Purchaser that the envelope was so posted shall be conclusive.

12. Notwithstanding anything contrary contained in any law for the time being in force or Insura nce Industry practice, this guarantee shall not be assignable or transferable by the beneficia ry. Notice or invocation by any person such as assignee, transferee or agent of beneficiary s hall not be entertained by the Insurance Company. Any invocation of the guarantee can be made only by the beneficiary directly.

13. This Insurance Surety Bond shall come into force with immediate effect and shall remain in f orce and effect up to _____ or until it is released earlier by the Purchaser pursu ant to the provisions of the Contract.

Signed and sealed this day of _____, 20 _____at_____

SIGNED, SEALED AND DELIVERED

For and on behalf of Insurance Company by:

(Signature)

(Name)

(Designation)

(Code Number)

(Address)

(Email)

Notes:

(i) The Insurance Surety Band should contain the name, designation and code number of the officer(s) signing the Insurance Surety Bond.

(ii) The Address, telephone number, email ID and other detail of the head of the Insurance Co mpany as well as Issuing branch should be mentioned on the covering letter of issuing bran ch.

22. When GST is claimed by the seller/ supplier in general, the certificate as per Annexure F should be sub mitted to the paying authority with their invoices as per format given below:

ANNEXURE – F

GeM contract No.: GEMC_____

Invoice No. & Date_____

Declaration Form for GST__

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

Certified that: (Please Tick all appropriate options)

(a) Additional Input Tax Credit under GST availed against invoices submitted here under is Rs. _____.

(b) Certified that the goods and services on which GST has been charged are not exem pted under the GST Act or the rules made there under and the amount charged on acc ount of GST on these goods and services are not more than what is payable under the relevant act or the rules there under.

(c) Certified that we have taken into account all input tax credits available under GST a nd have not loaded the same in the basic price while furnishing their bids.

(d) Certified that in respect of amount of taxes claimed in the bill no claim is pending fo r refund/or is admissible for refund from any other agency and /or no other tax credit i s available in respect of the same. In the event of getting refund in whole or in part of the element of GST claimed from Government, the same shall be passed on the benefi t to the Purchaser by remitting the amount equivalent to the amount of refund obtain ed.

(e) Certified that the GST charged herein the invoices has been/ shall be deposited with in the due date and the Invoice details have been / shall be populated in GSTR1/ANX-1 of the GSTN portal facilitating Input Tax Credit to the Purchaser.

(f) Certified that we have complied with the Anti-profiteering measure provisions under CGST/ SGST/UTGST Acts and passed on commensurate reduction of price to the purch aser.

(g) Certified that a quarterly statement shall be submitted to NPCIL confirming the pay

ment of GST invoiced on NPCIL along with copy of GST paid Challan.

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

Declaration Form for TDS

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

Certified that: (Please Tick all appropriate boxes):

(a) Whether Provisions of Section 194Q are applicable (For Supply of Goods): YES/NO

(b) We have filed the return of income for both the financial years (F.Y._____ & F.Y._____) preceding the year in which tax is liable to be deducted within the prescribed time limit and hence, confirm that applicable rate of TDS is at Normal Rate (0.1% as on date)

(c) We have linked the PAN to Aadhar and the PAN is not inoperative (applicable in case of Individuals)

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

Declaration Form for Status of the Company

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

Certified that: (Please Tick all appropriate boxes):

(a) Whether Supplier is Company/LLP: YES/NO

(b) Whether Company/LLP is declared as Strike Off Company/LLP in FY: Yes/NO

We have attached necessary documents downloaded from Ministry of Corporate Affairs

Signature of Contractor or their Authorised Representative with company seal.

23. **Banning of Business by NPCIL/BUYER**

1.0 Banning of business dealings by NPCIL/Buyer

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

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

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

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

1.1 Grounds for Banning

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

1.1.1. Involvement in cartel formation during bidding.

1.1.2. Baseless allegations by the bidder on NPCIL/Corporation/Buyer evaluation proce sses or officials.

1.1.3. If any of the owner, proprietor or partner of the Contractor, is convicted by a cou rt of law, during bidding process or currency of the contract, for offences involving corrupt and fraudulent practices including misrepresentation of the facts, moral tur pitude in relation to its business dealings with NPCIL.

1.1.4. Malafide / unlawful acts / malpractices or improper conduct on part of Contracto r based on the approved findings of the Investigation Agency.

1.1.5. If the Contractor misuses the premises or facilities of the NPCIL forcefully occupi es, tampers or damages the Company's properties etc. or fails to vacate the proper ties/land/complex within reasonable time limit as specified or even after receiving t he notices from the department.

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

1.1.7. Submission of bids that contain false information or falsified documents or the c oncealment of such information in the bids in order to influence the outcome of elig ibility screening or / at any other stage of the public bidding and execution.

1.1.8. Withdrawal of a bid or refusal to accept an award of contract with the NPCIL with out justifiable cause, after being adjudged as the successful bidder.

1.1.9. Supply of Counterfeit Items Breach of Code of Integrity.

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

1.1.10.1 Prohibition of

a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

b. Any omission or misrepresentation that may mislead or attempt to mislead so t hat financial or other benefit may be obtained or an obligation avoided.

c. Any conclusion, bid rigging or anticompetitive behavior that may impair the tran

sparency, fairness and the progress of the procurement process.

d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal g ain.

e. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can af fect 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 i ts property to influence the procurement process.

g. Obstruction of any investigation or auditing of a procurement process.

h. Making false declaration or providing false information for participation in tende r process or to secure a contract;

1.1.10.2 Disclosure of conflict of interest

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

1.2 Show Cause Notice

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

1.2.2. Upon receipt of Show cause notice, the Contractor is required to submit the reply to Show Cause Notice within 30 days of its receipt and no extension shall be g iven without justifiable reasons. The Contractor shall also be given an opportunity f or oral hearing to present the case in person to NPCIL and the date of Oral Hearing will be indicated in the Show Cause Notice. Only the regular employees of Contract or will be permitted to represent the Contractor during the Oral hearing, and no out sider shall be allowed to represent the Contractor on their behalf.

1.3 Period of Banning

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

1.4 Effect of Banning of Business Dealings by NPCIL

In case NPCIL has banned the business dealing with the bidder/contractor, the follo wing shall be the consequences on issuance of the order of banning of business dea lings with the bidder/contractor:

1.4.1 No Contract of any kind whatsoever shall be placed to such banned firms includi ng its allied firms after the issue of Banning Order by NPCIL. The Contractor includi ng their allied firms shall not be allowed to participate in any tender enquiry till co mpletion of Banning period. If the Contractor has already participated in tender pro cess and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be kept unopened. In cases, where the price bids of Contractor h ave been opened prior to the order of banning, such bids shall be rejected. Howeve r, in case such banned Contractor is Lowest (L1), next lowest firm shall be consider ed as L1. Bid Security, if any, submitted by such banned Contractors shall be retur ned to the bidder.

1.4.2 Contractors shall not be permitted to participate in any business process in any

form or entity i.e., as an Associate/Collaborator/Joint Venture Partner/Consortium Partner of the Main Contractor even if the banning order is passed subsequent to opening of Part-I bids.

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

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

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

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

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

banning order.

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

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

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

1.5 Definition of Allied Firm:

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

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

24. Bidder shall provide Compliance to Annexure III attached in the Bid Document.

Annexure-III

(Bidder is required to submit following Undertaking on Company's Letter Head)

UNDERTAKING

I hereby undertake that, in compliance to GeM GTC Clause No.-29 (One Bid per Bidder), I hav e submitted only one bid in this tender. Violation of GeM GTC Clause No.-29, observed during evaluation or subsequent processing of this tender or during execution of work, will result in bid(s) disqualification/contract cancellation, forfeiture of EMD and initiation of necessary admi nistrative actions against the firm (s) as per GeM guidelines. I will be solely responsible for all such administrative actions.

It is certified that:

a) Only one bid has been submitted in the subject tender.

b) Any sister/Associated/Allied concerns have not participated in the subject tender.

c) Only one unit has participated in the tender, in case of more than one unit having common business ownership/management.

d) GeM GTC Clause No.-29 is fully complied.

Duly signed & sealed by: _____

(Authorised Representative of the firm/company)

Name & Post held: _____

Dated: _____

25. Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)

In the event of any dispute or differences relating to the interpretation and application of the provisi ons of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Authorities in ter-se and also between CPSEs and Government Departments/Organizations (excluding disputes rel ating to Railway, Income Tax, Customs & Excise Department), such dispute or difference shall be ta ken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/ 2023-AMRCD-FTS-13578 dtd. 8th December, 2025 and the decision of AMRCD on the said dispute w ill be binding on both the parties.

26. **Confidentiality**

i. 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.

ii. 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.

iii. 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.

iv. 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.

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4. **Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. **Generic**

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

6. **Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

7. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

8. **Generic**

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

9. **Forms of EMD and PBG**

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

NPCIL KAPS
payable at
VYARA
.
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 days of Bid End date / Bid Opening date.

10. **Forms of EMD and PBG**

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C

NPCIL KAPS VYARA
. The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date

11. **Forms of EMD and PBG**

Bidders can also submit the EMD with Banker’s Cheque in favour of

NPCIL KAPS
payable at
VYARA
.
Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

12. **Forms of EMD and PBG**

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

Nuclear Power Corporation of India Limited
Account No.
10394473111
IFSC Code
SBIN0000532
Bank Name
State Bank of India
Branch address
Vyara
.
Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

13. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

NPCIL KAPS
payable at
VYARA
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

14. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

NPCIL KAPS VYARA
A/C (Name of the Seller). 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 Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

15. **Forms of EMD and PBG**

    Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

    Nuclear Power Corporation of India Limited
    Account No.
    10394473111
    IFSC Code
    SBIN0000532
    Bank Name
    State Bank of India
    Branch address
    Vyara
    . Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) 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---