बिड संख्या/Bid Number: GEM/2026/B/8148657
दिनांक /Dated: 17-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-11-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-11-2026 11:00:00
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	Tamilnadu
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :ascon6948@npcil.co.in Buyer Email id: con1407.npcil.tn@gembuyer.in
वस्तु श्रेणी /Item Category	Facility Management Services - LumpSum Based - Service contract for sampling and analysis of DG flue gas, Ambient air, Treated Trade Effluent and Spent Oil for a period of 3 Years; Scope of work as per Technical Specification; Consumables to be provi..
अनुबंध अवधि /Contract Period	3 Year(s)
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,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (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
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 विवरण/Bid Details	
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
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / **Estimated Bid Value in INR (Inclusive of all taxes)**	5255171
Payment Timelines	Payments shall be made to the Seller within **10** days of issue of service delivery acceptance certificate (SDAC) 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
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / **Financial Document Indicating Price Breakup 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	105103

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).	40

(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 :

Nuclear power corporation of India private limited
TAMILNADU, Department of Atomic Energy, NUCLEAR POWER CORPORATION OF INDIA LIMITED, PMO
(Nuclear Power Corporation Of India Private Limited)

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

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	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

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. **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 % (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.
2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

Price breakup - 1791797241.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Details of the premise:1792236348.pdf

Scope of work:1792236368.pdf

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
28-10-2026 11:00:00	C&MM-Works Group, Conference Hall, C-Block, Ground Floor, Admin Building, Kudankulam Nuclear Power Project, Kudankulam, Tirunelveli District-627106.

Facility Management Services - LumpSum Based - Service Contract For Sampling And Analysis Of DG Flue Gas, Ambient Air, Treated Trade Effluent And Spent Oil For A Period Of 3 Years; Scope Of Work As Per Technical Specification; Consumables To Be Provi.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Type of Premises	Service contract for sampling and analysis of DG flue gas, Ambient air, Treated Trade Effluent and Spent Oil for a period of 3 Years
Type of services required	Scope of work as per Technical Specification
Cost for Consumables/ Materials	Consumables to be provided by service provider (inclusive in contract cost)
Service component	Scope of work as per Technical Specification
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Venkatachalam Kannan	627106,KKNPP, NPCIL, KUDANKULAM, RADHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. **Generic**

   OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

PRE-QUALIFICATION CRITERIA

1. Work experience:-

1.1 Similar Works:

The bidder shall have the experience of similar works satisfying the following eligibility criteria during last **07** (**seven) years** ending last day of month, previous to the one in which NIT has been published on e-Tendering portal (commencement date of sale of tender).

a) Three similar completed works each of value not less than **40%** of the estimated cost put to tender.

or

b) Two similar completed works each of value not less than **50%** of the estimated cost put to tender.

or

c) One similar completed work of value not less than **80%** of the estimated cost put to tender.

1.2 Definition of similar work:

Bidders shall have “Laboratory/facility/Institute having valid NABL accreditation for chemical analysis works”.

2.0 Financial criteria:

2.1 Average annual financial turnover:

Average annual financial turnover of bidder should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years previous to the one in which tender sale has been commenced as published on e-tendering portal. 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.

3.0 EPF (Employees' Provident Fund)registration:

3.1 The bidder shall upload valid EPF registration along with the bid.

3.2 The EPF registration requirement may not be applicable for a few works if the same is mentioned explicitly in the schedule-A.

4.0 PAN (Permanent Account Number):

Bidder must upload PAN card issued in the name of bidder in case of proprietary firm and in the name of Company/Partnership Firm for others.

5.0 ESI (Employee State Insurance) registration: (Not Applicable for this tender)

6.0 Additional Pre qualification criteria: (Not Applicable for this tender)

7.0 <u>Qualifying Requirement Criteria:</u>

For documents issued by government departments/ministries that can be verified online through their portals, the URL/Web link for verification shall be provided by the bidders/sellers along with their bids.

8.0 <u>Uploading supporting documents:</u>

The Bidder shall upload the following documents:

S. NO.	DESCRIPTION
1.	Udyam registration Certificate Uploading is mandatory if bidder wishes to avail benefit as MSE under clause no. 25 of Standard Part of NIT/GeM GTC
2.	Power of attorney or other appropriate document authorizing to submit the bid
3. **a.** **b.**	Memorandum of Association/Article of Association in case of Company or Partnership deed in case of Partnership firm or c. Self-undertaking from proprietorship firm (Appendix – 9)
4.	PAN card
5.	GST registration certificate (GSTIN)
6.	Registration of EPF
~~7.~~	~~ESIC registration (If applicable)~~

8.	Work order/Purchase order/Agreement with bill of Quantities and Rates along with completion or similar documentary evidence certifying completeness of work issued by client for works meeting pre-qualification criteria of Work Experience in Format-2
9.	Work order/Purchase order/Agreement with bill Of Quantities along with completion or similar documentary evidence certifying completeness of work issued by client for works executed in foreign countries meeting pre-qualification criteria of Work Experience in Format-6
10.	In case work experiences with other than Government/Government Autonomous bodies/Public Sector Units, statement for Bill wise payments up to final/last bill along with Form-26 AS/16A as per Format-4
11.	Financial data as per Format-3
12.	Certification under preference to Make in India order (Appendix -8)
13.	“Certificate of Recognition” issued by DIPP (Department of Industrial Policy & Promotion or DPIIT (Department for Promotion of Industry and Internal Trade), Ministry of Commerce & Industry. Uploading is mandatory if bidder wishes to avail benefit as Start-up under clause no. 31 of Standard Part of NIT
14.	Additional documents if applicable as per Pre-Qualification criteria

9.0 Benefits of MSEs:

9.1 Only Service Providers quoting for services rendered by them shall be eligible for availing benefits under the Public Procurement Policy for MSEs Order 2012.Dealers/Distributors/Sole Agents/Resellers/Traders/ Stockiest 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 service will be rendered by them shall be submitted along with bid, at Additional document (Requested in ATC) link only.

9.2 Udyam Registration Certificate as Manufacturing (any) / Service (any) along with Declaration of Service provider that offered service will be rendered by them to be submitted on their letter head with seal and sign.

10.0 Contract Price Adjustment: (Not Applicable for this tender)

11.0 LIABILITIES FOR DAMAGE AND INSURANCE:

The Contractor shall provide the following insurance policies in the joint names of the Corporation and the Contractor, insurance cover from the date of commencement of work to the end of the Defects Liability Period. The contractor will be fully responsible for any loss, damage or destruction of NPCIL plant & machineries, property, persons etc., The quoted rate shall include the premium amount for the insurance policies as given in Sch-A Sl. No. 25 Policies submitted, as applicable to the contract, should bear the Work Order (WO) number except Group Insurance for which WO number is not mandatory. Contractor has to submit the copies of Insurance policy along with the original policy document to the Engineer-in-charge before the commencement of work.

Third Party Insurance:

The contractor shall submit the insurance for third party liability for 10% of work order value subject to a m aximum of Rs. 50 Lakhs.

Workmen Compensation Policy:

The contractor shall take the Employee's Workmen Compensation Policy for such workmen / employees w ho are not covered under the ESI act.

Group Insurance:

Group Insurance is to cover contractor, Engineers and supervisors employed by the contractor. If already t here proof shall be produced.

12.0 Security Deposit

Performance Security/Performance Bank Guarantee shall be 5% of contract value.

For further details kindly refer clause No.7 of General Terms and Conditions (GTC). The format for Performance Security/ Performance Bank Guarantee shall be as provided on tender. Splitting of Security Deposit/Performance Security is not applicable.

Release of PBG & SD will be after the satisfactory completion of the contract including compliances as certi fied by the Engineer-in-Charge.

13.0 Payment details for EMD:

For Payment through SBI collect, sellers may visit SBI collect website and follow below path:

PSU-Pubic Sector Undertaking → NPCIL Kudankulam Tenders →Payment category→ EMD payment or perfor mance security payment (as applicable).

14.0 Clarification on bid

Clarifications/documents submitted during the Representation Time shall not be considered for evaluation.

The penalty provisions specified in Buyer Added Bid Specific ATC shall supersede/prevail in case of conflict ing provisions with the SLA (Service Level Agreement) penalties/deductions.

15.0 TReDs

MSME Ministry, GoI vide notification dtd 02.11.2018 has mandated all CPSE to get on boarded on the TReD S.

As per the above directives of MSME Ministry, NPCIL is already registered with RXIL.

TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Sm all and Medium Enterprises (MSMEs) through multiple financiers. These receivables can be due from corpo rate and other buyers, including Government Departments and Public Sector Undertakings (PSUs).

Both Buyer and the Seller must be registered on the TReDS platform for financing / factoring of trade recei vables of the MSME Seller. Currently, there are four RBI-approved platforms: Receivables Exchange of Indi a Ltd. (RXIL), A Treds Ltd. (Invoicemart), C2treds and Mynd Solutions Pvt. Ltd. (M1xchange).

NPCIL also encourages its seller to register on RXIL trades Platform.

In view of the above, you are requested to register on RXIL trades Platform at the earliest.

For registration process, bill discounting & other complete details/FAQs and correctness of above informati on including current interest rates, terms & condition etc., seller may visit the https://www.rxil.in.

16.0 Instruction to Bidder (NIT), Clause No.1.3.5 to be read as follows:-

a) Full value of experience will be considered against eligibility for work experience gained as a proprietorship firm or a partnership firm/LLP or a Company or any oth er legal entity, only in case the bidder is participating in the same name and style. In case of a partnership firm/LLP, if the bidder is claiming experience of previous fir m having different name and/or style than the partnership firm/LLP which is partici pating in bid, then such work experience shall not be considered.

b) In case of a proprietorship firm, if the bidder is claiming the work experience earn ed as a partner in a partnership firm/LLP, then the same shall not be considered.

c) But if the experience has been earned by the bidder as a partner in a Joint Ventur e /Consortium, then the proportionate value of experience in proportion to the act ual share of bidder in that joint venture/ consortium will be considered against elig ibility. The bidder shall furnish information regarding the actual percentage of sha re and value of experience accordingly.

17.0 Mismatch between "Total Price" quoted by bidder in GeM Portal and total of price of all items given in uploaded "Price Bid Break-up/SOQR"

A. In case of two part tenders, the Bidder shall take special care not to mix up any price details require d 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- respon sive.

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 th e "Price Bid Break –up/SOQR" or submission of irrelevant document or submission of No/Nil Value ag ainst all items of the "Price Bid Break- up /SOQR" shall lead to rejection of such bids. However, in cas e No /Nil rate is quoted against some of the item(s), the price of such item(s) shall be deemed be zer o.

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. Calculation for price Bid Evaluation for Single Packet / Part Bids, Part-II (price bid) evalua tion 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" q uoted by Bidders in GeM Portal shall only be considered. The same "Total Price "shall only be conside red for other purposes (i.e., negotiation, price matching in case of MSE/MII purchase preference /Bid s plitting, 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" arri ved 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/S OQR".

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

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

5. Bidder get option to submit Revised “Price Bid Break –up /SOQR” during Negotiation or Reverse Auction (RA). While Submitting the Revised “Price Bid Break-up/SOQR”, the Bidder should not increase price of any item(s) from the originally submitted (i.e., uploaded at time of Bid submission) “Price Bid Break–up/ SOQR”. In case, during negotiation price is increased for any item(s) by the bidder, the same shall not b e 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 sub mitted price of each of the items of the “Price Bid Break –up/SOQR” will stand corrected by a uniform pe rcentage. This uniform percentage shall be equal to the percentage difference between the originally qu oted “Total Price” and the “Total Matched Price” expressed with reference to the originally quoted “Tota l Price”.

18.0 Comprehensive guidelines regarding implementation of GeM Incident Management (IM) Policy in procurement of Services through GeM Portal

1.0 Banning of business dealing by NPCIL/Buyer

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

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

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

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

1.1 Grounds for Banning

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

1.1.1. Involvement in cartel formation during bidding.

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

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

1.1.4. Malafide / unlawful acts / malpractices or improper conduct on part of contractor based on the a pproved findings of the Investigation Agency.

1.1.5. If the Contractor misuses the premises or facilities of the NPCIL forcefully occupies, tampers or damages the Company’s properties etc. or fails to vacate the properties/land/complex within rea sonable time limit as specified or even after receiving the notices from the department.

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

1.1.7. Submission of bids that contain false information or falsified documents or the concealment of s uch information in the bids in order to influence the outcome of eligibility screening or / at any ot

her stage of the public bidding and execution.

1.1.8. Withdrawal of a bid or refusal to accept an award of contract with the NPCIL without justifiable cause, after being adjudged as the successful bidder.

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

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

1.1.10.1 Prohibition of

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

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

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

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

e. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

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

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

1.1.10.2 Disclosure of conflict of interest

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

1.2 Show Cause Notice

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 mentioned 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 given without justifiable reasons. The contractor shall also be given an opportunity for oral hearing to present the case in person to NPCIL and the date of Oral Hearing will be indicated in the Show Cause Notice. Only the regular employees of Contractor will be permitted to represent the Contractor during the oral hearing, and no outsider shall be allowed to represent the Contractor on their behalf.

1.3 Period of Banning

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

1.4 Effect of Banning of Business Dealings by NPCIL

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

1.4.1 No Contract of any kind whatsoever shall be placed to such banned firms including its allied firms after the issue of Banning Order by NPCIL. The Contractor including their allied firms shall not be al lowed to participate in any tender enquiry till completion of Banning period. If the Contractor has a lready participated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be kept unopened. In cases, where the price bids of contractor h ave been opened prior to the order of banning, such bids shall be rejected. However, incase such banned Contractor is Lowest(LI), next lowest firm shall be considered as LI. Bid Security, if any, su bmitted by such banned Contractors shall be returned to be 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/Join Venture Partner/Consortium Partner of the Main Contractor even i f 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 cont racts 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 orde r/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 bidder 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 or der.

1.4.8 Banning shall automatically be extended to all allied firms of the contractor. In case of joint ventur e/ Consortium is banned all partners will also stand debarred for the period specified in the “Banni ng 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 fi rm. 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 o f this it has a controlling voice;

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

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

19.0 Settlement of Commercial Disputes between Central Public Sector Enterprises (CPSEs) inter se and Between CPSE(s) and Government Department(s)/Organization(s)-Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)

“In the event of any dispute or differences relating to the interpretation and application of the provisio ns of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Authorities inter- se and also between CPSEs and Government Departments/Organizations (excluding disputes relating

to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. DPE-02/0001/2023-AMRCD-FTS-13578 dt.8th December, 2025 and the decision of AMRCD on the said dispute will be binding on both the parties."

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3. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

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.

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---