बिड संख्या/Bid Number: GEM/2026/B/8157772

दिनांक /Dated: 16-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-11-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	08-11-2026 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	9
वस्तु श्रेणी /Item Category	Norman Make Spare Filter Element, Part No. 587G-05DE, Nominal Micron Rating: 5" for existing" Tee-T
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Filter Element
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Element Filter Compressor, Syringe Filter, Flexible Heating Element, ELEMENT SPIN ON OIL, Tapered Bearings as per IS 12102, Filter Cloth, Bag filter, Bacterial / Viral Filters (V2), Filter Cartridge, Kitchen Chimney
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Element Filter Compressor • Filter Cartridge
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate *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	43542

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).	20

(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, Department of Atomic Energy, NUCLEAR POWER CORPORATION OF INDIA LIMITED, PMO Head, C&MM, Nuclear Power Corporation of India Limited, Kakrapar Gujarat Site, PO – Anumala, District – Tapi, Gujarat – 394651
(Site Director)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No

एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	Joint Secretary, External Relations and Power
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	Joint Secretary, External Relations and Power
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	Joint Secretary, External Relations and Power
सीए अनुमोदन संख्या/CA Approval Number	407/1/2021-Power/Vol-II/10436
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	08-08-2022
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	ITEM IS EXEMPTED FROM MAKE IN INDIA POLICY AS PER SR NO. 188 OF THE UPLOADED CIRCULAR

Competent Authority Approval for not opting Make In India Preference : View Document

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	25

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 25% (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 - 1791953143.xlsx

Norman Make Spare Filter Element, Part No. 587G-05DE, Nominal Micron Rating: 5" For Existing" Tee-T (9 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Anurag Pushp	394651,KAPS PLANT SITE, PO ANUMALA, DISTRICT TAPI, GUJARAT	9	168

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

NOTE: Bidder shall note the following points during the time of bid submission

Sr. No.	Description
1.	SUPPLIER SHALL SUBMIT THE FOLLOWING DOCUMENTS ALONG WITH MATERIAL DURING THE TIME OF SUPPLY: a. CONFORMANCE / INTERCHANGEABILITY CERTIFICATE, b. PROOF OF IMPORT, c. COUNTRY OF ORIGIN.
2.	MATERIAL SHALL BE SUPPLIED IN OEM PACKING ONLY INDICATING PART NUMBER ON PACKING.
3.	BIDDER MUST REPLACE THE ITEM/ITEMS AT FREE OF COST, IF FOUND DEFECTIVE AND NOT MEETING TECHNICAL SPECIFICATION AFTER RECEIPT OF THE ITEM/ITEMS.

Following documents shall be submitted with bid documents.

1. Declaration for 1 offer per 1 bid as uploaded herewith (Annexure II).
2. For obtaining benefits under MSE, a declaration reg. the bidder is manufacturer of the quoted product along with URC.
3. In case EMD amount submitted online, bank details for return of EMD amount shall be submitted.
4. Authorisation certificate, in case bid submitted by bidder, other than OEM.

ADDITIONAL TERMS AND CONDITIONS OF THE CONTRACT

1. Qualification Requirements: Bidder shall be OEM i.e. **M/s. NORMAN FILTER COMPANY** or OEM AUTHORIZED DEALER / DISTRIBUTOR of **M/s. NORMAN FILTER COMPANY** . Latest valid authorized dealership / authorized distributorship certificate to be uploaded, in case of bid submitted by authorized dealers.

Bids submitted by bidders other than OEM or its authorized dealers shall be summarily rejected

Note: Qualified bidder other than the OEM to whom the contract gets awarded against this bid is responsible to ensure continuity of the validity of the Dealership / Distributorship / Agency and or OEM authorization till the execution of the complete scope under the awarded contract against this bid.

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 from the quoted price.**

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. 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 contrac t.

5. Delivery Schedule:

Contractual Date of Delivery (Delivery Schedule) mentioned in Bid Document, shall be the essence of the C ontract.

6. Liquidated Damages:

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

7. 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 sta ndards of respective categories of products to avoid damage during transportation and unloadin g 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 i mproper/inadequate packing by the Seller.

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

iv. Sellers Representatives / Vehicle entry permit at Consignee location is subject to security cl earance 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 pr eferably on or before 14:00 Hrs at NPCIL, KAPS Main Gate on any working days excluding Sunda ys, second Saturdays and Public holidays.

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

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

viii. Seller has to ensure Delivery of Consignment within CDD / Re-fixed CDD /Extended CDD of t he Contract. Acceptance of Consignment delivered beyond Contractual Delivery Schedule and Li quidated Damages Period shall be on sole discretion of Buyer based on requirement at Buyer's end.

8. Submission of Documents to consignee and Paying authority

a. Seller shall ensure submission of following documents to the **Consignee** along with the suppl y 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 n o., Part no., Heat no. etc.)* in documents

iii. CONFORMANCE / INTERCHANGEABILITY CERTIFICATE, PROOF OF IMPORT

iv. Country of Origin Certificate and/or Bill of Lading

v. Certificate of Originality issued by OEM, such as GST Invoice, etc (for Indigenous goods)

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.

9. 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.

10. 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.

11. 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 Nuclear Power Corporation of India Limited and State as Gujarat will appear
04	Step–4	Fill up the requisite details and follow the procedure of bank payment.

12. 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 caus ed 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 transac tions made online through NEFT/RTGS/SBI collect. Transactions without these details will be considered as unsolicited and NPCIL shall not be responsible for refund of credit against such transactions.

13. Submission/Exemption of EMD shall be as per GeM GTC. However, Vendor Assessment is not applicable f or 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 Assess ment Report".

14. MSE Purchase Preference & benefits: Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministr y of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Mini stry. Only Manufacturers quoting for goods/products manufactured by them shall be eligible for availing be nefits 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 requisi te EMD in case stipulated in the bid document. Seller declaration stating that the offered product is manufa ctured 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, 20 20, an enterprise registered with any other organization under the Ministry of MSME shall register it self under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.

All the MSEs interested in availing benefits must upload the following, failing which, such MSEs shal l not be 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.

15. 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 Section 17(a) of Civil Liability for Nuclear Damage Act, 2010, with following limitations, as stipulated in Rule 24 of the Civil Liability for Nuclear Damage Rules, 2011:

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

   AND

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

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

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

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

e. To have clarity on the terms used in the CLND Act 2010 and Rule 2011 pertaining to Right to Recourse, the 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 period 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 Note**: 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 accordance 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.

16. Submission of Contractual Securities /Bank Guarantee:

In case of award of contract, successful bidder shall furnish Performance Security for 5 % of the Contract value in any mode indicated in BID within 15 days of placement of contract for the duration of **20 months** inclusive of 2 months claim period. Original BG Documents shall be sent preferably through **India Post (Speed Post)** in the below address:

To,

Head, C&MM,

Nuclear Power Corporation of India Limited,

Kakrapar Gujarat Site,

PO – Anumala, District – Tapi,

Gujarat – 394651

17. Bidder/Seller can submit the Bank Guarantee preferably through NeSL in eBG form. Details shall be used 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 contract
Contact No:	Will be provided to successful bidder after award of contract
Legal Constitution of the Party	Company
Company Identification Number	CIN - U40104MH1987GOI149458
Registered Office Address	16th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai
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

18. Seller can submit Performance Security bond in the form of Insurance surety bond as per the below mentioned format:

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 p

erform the said agreement or by reason of unsatisfactory performance of the equi pment 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, wit hout the Purchaser being required to prove or to show grounds or reasons for its d emand and/or for the sum specified therein. Any such demand made on the Insura nce Company shall be conclusive, final and binding on the Insurance company as r egards the amount due and payable by Insurance company under this guarantee. However, our liability under this guarantee, shall be restricted to an amount not e xceeding Rs. _____ (Rupees_____ only).

2. We undertake to pay to the Purchaser the said sum of Rs. _____ {Rupees _____only) demanded not withstanding any dispu te or disputes raised by the Contractor (s) in any suit or proceeding pending befor e any Court or Tribunal, Arbitrators or any other body relating thereto our liability under this present being absolute and unequivocal, The payment so made by us u nder this bond shall be valid discharge of our liability for payment thereunder and the Contractor (s) shall have no claim against us for making such payment.

3. WE HEREBY further agree that the decision of the Purchaser as to the amount of damages suffered by the Purchase by reason(s) of any breach by the said Contract or or whether the said equipment is giving satisfactory performance or not during t he Warranty Period as per the terms and conditions of the said agreement, shall b e 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 insurance 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 principal debtor, in the first instance without p roceeding against the contractor and notwithstanding any security or other guaran tee the purchaser may have in relation to the Contractor's liabilities.

5. In order to give effect to this Insurance Surety Bond, the Purchaser shall be entitl ed 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 thi s Guarantee.

6. It shall not be necessary, and the Insurance Company hereby waives any necessi ty, for the Purchaser to proceed against the Contractor before presenting to the In surance Company its demand under this Guarantee.

7. AND WE, _____ (the Insurance Company) do hereby further agree that our liability herein under shall not be discharged by v irtue of any agreement between the Purchase and the Contractor whether with or without our knowledge and/or consent and shall remain in full force and effect duri ng the period that would be taken for the performance of the said agreement or by reason of the Purchaser showing any indulgence or forbearance to the Contractor whether as to payment, time for performance, or any other matter whatsoever rel ating to the contract, which but for this provision, would amount to discharge of th e surety under the law.

8. Notwithstanding anything contained herein before, the liability of the insurance C ompany under this Guarantee is restricted to the Guarantee Amount and this Guar antee will remain in force for the period specified in paragraph 9 and unless a dem

and 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 relieved from its liabilities hereun der.

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, the Insurance Company shall be discharged from its liabilities hereunder.

10. The Insurance Company undertakes not to revoke this Guarantee during its curre ncy, except with the previous express consent of the Purchaser in writing, and dec iares and warrants that it has the power to issue this Guarantee and the undersign ed has full powers to do so on behalf of the Insurance Company.

11. Any notice by way of request, demand or otherwise hereunder shall be sent by C ourier/post/email addressed to the Insurance Company at its above referred branc h, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, 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 pos t and in proving such notice, when given by post, it shall be sufficient to prove tha t the envelope containing the notice was posted and a certificate signed by an offi cer 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 forc e or Insurance Industry practice, this guarantee shall not be assignable or transfer able by the beneficiary. Notice or invocation by any person such as assignee, tran sferee or agent of beneficiary shall 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 force and effect up to _____ or until it is released earlier b y the Purchaser pursuant 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 Company as well as Issuing branch should be mentioned on the covering letter of issuing branch.*

19. When GST is claimed by the seller/ supplier in general, the certificate as per Annexure F should be submitted 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 exempted under the GST Act or the rules made there under and the amount charged on account of GST on these goods and services are not more than what is payable under the relevant act or the rules there under.

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

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

(e) Certified that the GST charged herein the invoices has been/ shall be deposited within the due date and the Invoice details have been / shall be populated in GSTR 1/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 u nder CGST/ SGST/UTGST Acts and passed on commensurate reduction of price to t he purchaser.

(g) Certified that a quarterly statement shall be submitted to NPCIL confirming the payment of GST invoiced on NPCIL along with copy of GST paid Challan.

(h) Certified that in case of any change in the Invoice which has been accepted by t he Purchaser in the IMS portal, the corresponding amendment in the Original Invoic e shall be made by the Supplier/Contractor, by raising Debit note/Credit note or an y 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/N O

(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 prescribe d 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 c ase 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 Af fairs

Signature of Contractor or their Authorised Representative with company seal.

20. 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 pro cesses 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 involvi ng corrupt and fraudulent practices including misrepresentation of the facts, moral turpitude in relation to its business dealings with NPCIL.

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

1.1.5. If the Contractor misuses the premises or facilities of the NPCIL forcefully occ upies, tampers or damages the Company's properties etc. or fails to vacate the pro perties/land/complex within reasonable time limit as specified or even after receivi ng 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 th e concealment of such information in the bids in order to influence the outcome of eligibility screening or / at any other stage of the public bidding and execution.

1.1.8. Withdrawal of a bid or refusal to accept an award of contract with the NPCIL w ithout 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 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 the consequences on issuance of the order of banning of business dealings with the bidder/contractor:

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

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

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

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

21. This is the case of procurement of Proprietary/specific make/brand from single source, initiated with approval of competent authority as per Rule 166 of GFR 2017. Accordingly, Sr no.5 of “Disclaimer/अस्वीकरण” indicated in “Bid document” shall be treated as null and void.

22. Import *Condition*

a. *De-Minimis Level: It may be kindly noted that Nuclear Power Corporation of India Limited (NPCIL) has no reservation about import procurement of raw material / components, if necessary, for manufacture of subject item. However, bidder shall ensure that such items do not have US origin components above the de minimis level.*

b. *End User Certification (EUC) shall not be provided and End use verification shall not be agreed upon by NPCIL, in case of imports under any circumstances.*

23. 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 have 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 administrative 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: _____

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

In the event of any dispute or differences relating to the interpretation and application of the provisions 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 Railway, Income Tax, Customs & Excise Department), 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 dtd. 8th December, 2025 and the decision of AMRCD on the said dispute will be binding on both the parties.

25. Confidentiality

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

2. All information, drawings, designs and specifications imparted to the Contractor shall, at all times, remai n the absolute property of the Purchaser. The Contractor shall not use them for purposes other than for whi ch 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.

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

4. The Contractor shall at his own cost procure from his own employees, agents or sub-contractors (and ag ents 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.

.

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**

Without prejudice to Buyer’s right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
i) The Seller fails to comply with any material term of the Contract.
ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
iv) The Seller becomes bankrupt or goes into liquidation.
v) The Seller makes a general assignment for the benefit of creditors.
vi) A receiver is appointed for any substantial property owned by the Seller.
vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

6. **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.

7. **Generic**

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

8. **Forms of EMD and PBG**

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

KAPS, NPCIL
payable at
SBI, 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.

9. **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

KAPS, NPCIL
. 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

10. **Forms of EMD and PBG**

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

KAPS, NPCIL
payable at
SBI, 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.

11. **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.

12. **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

KAPS, NPCIL
payable at
SBI, 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.

13. **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

KAPS, NPCIL
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.

14. **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.

15. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

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---