

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	05-03-2026 10:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	05-03-2026 10:30:00
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
वस्तु श्रेणी /Item Category	Customized AMC/CMC for Pre-owned Products - Meteorological System; DYNALAB WEATHERTECH PRIVATE LIMITED; Annual Maintenance Contract (AMC); Six-Monthly; No
अनुबंध अवधि /Contract Period	2 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	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

#### एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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#### एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100
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### Single Tender

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

1. Purchase preference to Micro and Small Enterprises (MSEs): 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 Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. 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. The buyers are advised to refer to 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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.

2. 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 format - [1768891674.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**[1768891613.pdf](#)

**Special Terms and Conditions/Penalty/Payment Terms pertaining to the Bid/Contract:**[1768891618.pdf](#)

**Product/Equipment Details:**[1768891629.pdf](#)

**Financial Breakup Required:**[1768891634.pdf](#)

**Customized AMC/CMC For Pre-owned Products - Meteorological System; DYNALAB WEATHERTECH PRIVATE LIMITED; Annual Maintenance Contract (AMC); Six-Monthly; No ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
कोर / Core	

विवरण/ Specification	मूल्य/ Values
Product category	Meteorological System
Product Brand	DYNALAB WEATHERTECH PRIVATE LIMITED
Type of service	Annual Maintenance Contract (AMC)
Preventive Maintenance Frequency	Six-Monthly
Manpower Required	No
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
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**अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity of product/ equipment	अतिरिक्त आवश्यकता /Additional Requirement
1	Amol Chandrakar	394651,KAPS PLANT SITE, PO ANUMALA, DISTRICT TAPI, GUJARAT	1	<ul style="list-style-type: none"> <li>Number of months within the contract period for which service is required : 24</li> </ul>

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

**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

**2. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**1) Unloading of the consignments reported at Consignee's location:**

- Unloading of the consignments reported at Consignee's location is in the scope of the Buyer at Seller's risk. Hence, Sellers shall ensure to exclude all type of Unloading expenses and associated charges from the prices quoted for the items under the bid.

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

iii. Seller is responsible to provide details of Consignment shipped to Consignee in advance along with relevant documents and information of Transporter / Courier / Seller Representative (if applicable) / Driver and vehicle carrying the consignment. Sellers Representatives / Vehicle entry permit at Consignee location is subject to security clearance from Central Industrial Security Force (CISF).

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

2) Bidder shall upload "GST breakup i.e., Percentage (%) of applicable GST only" and no prices shall be quoted in the breakup. The bidder shall take special care not to mix-up price details with the Part-I (Technical bid except price) and vice versa. Any violation of these conditions shall lead to rejection of the bid.

### 3) 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 Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. Only Manufacturers quoting for goods/products manufactured by them shall be eligible for availing benefits under the Public procurement policy for MSEs order 2012. Dealers/ distributors/sole-agents/resellers/Traders/Stockists will not be considered for benefits under the subject policy and are required to pay requisite EMD in case stipulated in the bid document. **Seller declaration stating that the offered product is manufactured by them shall be submitted along with the bid.**

As mentioned in Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under 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 shall 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.**

### 4) 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 Damage 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.

#### 5) Submission of Documents to consignee and Paying authority

- a. Seller shall ensure submission of following documents to the Consignee along with the service for the timely processing of Service Delivery Cum Acceptance Certificate (SDAC) on GeM portal.
  - i. Original invoice clearly marked for 'Bill to' and 'Shipped to'
  - ii. Work Completion Certificate issued by Engineer-In-Charge or its authorized representative.

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 SDAC and Seller shall be solely responsible for the delay in processing of SDAC and Payment for the non-compliance with this requirement.

- b. The Seller has to submit following documents to the Paying Authority immediately upon completion of visit:
  - i. Original invoice clearly marked for 'Bill to' and 'Shipped to',
  - ii. Annexure-F (format enclosed),
  - iii. Seller's Bank details,
  - iii. Work Completion Certificate issued by Engineer-In-Charge or its authorized representative.

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

#### 6) Liquidated Damages:

- a. Liquidated Damages as stipulated under clause no. 15 (iii) of GeM GTC shall not be applicable for the contract awarded against this Bid.

#### 7) In the event of "Dis-qualification" of Bid on account of non-compliance to bid conditions and non-submission of nec

Essary 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.

**8) 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.

**9) 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 GSTR1/ANX-1 of the GSTN portal facilitating Input Tax Credit to the Purchaser.
- (f) Certified that we have complied with the Anti-profiteering measure provisions under CGST/ S GST/UTGST Acts and passed on commensurate reduction of price to the purchaser.
- (g) Certified that a quarterly statement shall be submitted to NPCIL confirming the payment of GST invoiced on NPCIL along with copy of GST paid Challan.
- (h) Certified that in case of any change in the Invoice which has been accepted by the Purchaser in the IMS portal, the corresponding amendment in the Original Invoice shall be made by the Supplier/Contractor, by raising Debit note/Credit note or any other document, as applicable, within the timelines stipulated under the GST Act.

Declaration Form for TDS

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

Certified that: (Please Tick all appropriate boxes):

- (a) Whether Provisions of Section 194Q are applicable(For Supply of Goods): YES/NO
- (b) We have filed the return of income for both the financial years (F.Y. \_\_\_\_ & F.Y.\_\_\_\_)preceding the year in which tax is liable to be deducted within the prescribed time limit and hence, confirm that applicable rate of TDS is at Normal Rate (0.1% as on date)
- (c) We have linked the PAN to Aadhar and the PAN is not inoperative (applicable in case of Individuals)

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

Declaration Form for Status of the Company

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

Certified that: (Please Tick all appropriate boxes):

- (a) Whether Supplier is Company/LLP: YES/NO
- (b) Whether Company/LLP is declared as Strike Off Company/LLP in FY \_\_\_\_\_ :Yes/NO  
We have attached necessary documents downloaded from Ministry of Corporate Affairs

Signature of Contractor or their Authorised Representative with company seal.

**10) Banning Of Business by NPCIL/BUYER**

<b>1.0</b>	<b>Banning of business dealings by NPCIL/Buyer</b>  NPCIL reserves the right to initiate Banning as per NPCIL's Banning of business dealings as mentioned below and are independent of actions under GeM's IM (Incident Management) Policy.  The words banning, blacklisting, de-registered, debarred, holiday, suspension of business etc., means the same.  The words NPCIL, Corporation, Buyer etc., means the same.  The words Contractor, Bidder, Seller, Seller, Service Provider etc., means the same.
<b>1.1</b>	<b>Grounds for Banning</b>  The business dealing with the Contractor/Bidder/Seller/Service Provider shall be liable for banning, on account of the reasons attributable to them, which shall include, but not limited to the following:
<b>1.1.1.</b>	Involvement in cartel formation during bidding.
<b>1.1.2.</b>	Baseless allegations by the bidder on NPCIL/Corporation/Buyer evaluation processes or officials.

- 1.1.3.** If any of the owner, proprietor or partner of the Contractor, is convicted by a court of law, during bidding process or currency of the contract, for offences involving corrupt and fraudulent practices including misrepresentation of the facts, moral turpitude in relation to its business dealings with NPCIL.
- 1.1.4.** Malafide / unlawful acts / malpractices or improper conduct on part of Contractor based on the approved findings of the Investigation Agency.
- 1.1.5.** If the Contractor misuses the premises or facilities of the NPCIL forcefully occupies, tampers or damages the Company's properties etc. or fails to vacate the properties/land/complex within reasonable time limit as specified or even after receiving the notices from the department.
- 1.1.6.** Security concerns for the assets of the Corporation and State.
- 1.1.7.** Submission of bids that contain false information or falsified documents or the concealment of such information in the bids in order to influence the outcome of eligibility screening or / at any other stage of the public bidding and execution.
- 1.1.8.** Withdrawal of a bid or refusal to accept an award of contract with the NPCIL without justifiable cause, after being adjudged as the successful bidder.
- 1.1.9.** Supply of Counterfeit items Breach of Code of Integrity.
- 1.1.10.** Bidder shall not act in contravention of the codes which includes
- 1.1.10.1 Prohibition of**
- a.** Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - b.** Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - c.** Any conclusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
  - d.** Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
  - e.** Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
  - f.** Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
  - g.** Obstruction of any investigation or auditing of a procurement process.
  - h.** Making false declaration or providing false information for participation in tender 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.

**11)** This is the case of procurement of Proprietary item from single source, initiated with approval of competent authority. Accordingly, Sr no.5 of "Disclaimer/अस्वीकरण" indicated in "Bid document" shall be treated as null and void.

## अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. 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 catalogs 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 within 4 days of bid publication on GeM. 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 [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---**