

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	09-03-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	09-03-2026 17:30:00
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
कुल मात्रा / Total Quantity	150000
वस्तु श्रेणी / Item Category	Liquid Nitrogen (In Kg) (Q3)
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?	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

बिड विवरण/Bid Details	
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	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
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	99960

#### 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).	21

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

#### लाभार्थी /Beneficiary :

SITE DIRECTOR  
Kakrapar Gujarat Site, Department of Atomic Energy, NUCLEAR POWER CORPORATION OF INDIA LIMITED, PIN 394651, GUJARAT  
(Site Director)

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

**एमआईआई खरीद वरीयता / MII Purchase Preference**

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

**एमएसई खरीद वरीयता/MSE Purchase Preference**

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं 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	25

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid 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 product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 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.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

GST BREAKUP - [1772084357.xlsx](#)

### Liquid Nitrogen (In Kg) ( 150000 kilogram )

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

\* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
Requirements	<b>Form of Supply</b>	Liquid
	<b>Purity</b>	99.99%

### Additional Specification Parameters - Liquid Nitrogen (In Kg) ( 150000 kilogram )

Specification Parameter Name	Bid Requirement (Allowed Values)
Oxygen content (PPM max)	10 ppm Max.
Temperature of Liquid Nitrogen in Cryogenic Tanker	(-) 196 degree C
Properties of Liquid Nitrogen	Inert, Colourless, Odourless, Non-corrosive, Non-flammable Cryogenic Liquid

\* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Trivedi Jayshreeben Ranchhodlal	394651,KAPS PLANT SITE, PO ANUMALA, DISTRICT TAPI, GUJARAT	150000	548

**Special terms and conditions-Version:1 effective from 23-07-2025 for category Liquid Nitrogen (In Kg)**

1. The Petroleum and Explosives Safety Organisation (PESO), the nodal agency for regulating hazardous substances, has formulated the Static and Mobile Pressure Vessels (Unfired) Rules, 2016, to ensure the safe storage, handling, filling, and transportation of compressed gases and cryogenic liquids in both stationary and mobile pressure vessels.

The PESO Guidelines are to be followed by the buyer and seller/vendor/bidder. Latest modifications ordered by the CIE, PESO, DPIIT, MoC&I, GoI may be checked from time to time in this regard and compliance is to be ensured.

**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  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , 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. 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 %.

**4. Generic**

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

**5. 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.

## 6. **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.

## 7. **Forms of EMD and PBG**

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

NPCIL-KAPS  
payable at  
VYARA

. Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

## 8. **Forms of EMD and PBG**

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

NPCIL-KAPS, VYARA

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

## 9. **Forms of EMD and PBG**

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

NPCIL-KAPS  
payable at  
VYARA

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

## 10. **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.

#### 11. Forms of EMD and PBG

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

NPCIL-KAPS  
payable at  
VYARA

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

#### 12. Forms of EMD and PBG

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

NPCIL-KAPS, VYARA

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

#### 13. 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.

#### 14. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

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

i. Unloading of the consignments shall be as per scope of work and Technical requirements mentioned in bid document

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).

- 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) Submission/Exemption of EMD shall be as per GeM GTC and bid conditions.

- 4) **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.

- 5) **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 caused 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 transactions 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.

- 6) **MSE Purchase Preference & benefits:**

Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MS

Es) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Order s/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**

**7) Purchase preference for Make in India products :**

Purchase preference shall be given for procurement under this bid to Class I Local Supplier as defined in Public Procurement (Preference to Make in India) Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal ministry for specific Goods/products. The minimum local content to qualify as Class-I local supplier shall be as per relevant notification/order issued by nodal ministry as available on the website of Dept. of Promotion of Industries and Internal Trade and as specified in the GeM Bid.

In order to obtain "Purchase Preference" under the MII policy, Bidders shall submit Undertaking / self-certification from the OEM for following information in compliance to above mentioned Make-In-India policy, failing which the bid shall be liable to be rejected.

- a. Details of OEM (i.e. Name, Address, Contact details etc.)
- b. Bidder shall confirm whether the OEM of product offered is (i) class-I local supplier (ii) Class-II Local supplier (iii) Non-Local Supplier
- c. Bidder shall indicate (%) percentage of local content available in the "Quoted product"
- d. Bidder shall provide the details of "Location(s) at which, the local value addition is made".

Further only Class I and Class II local supplier as defined in Public Procurement (Preference to Make in India) Order 2017 are eligible to participate in the Gem bid. Bids received from Non-local supplier shall not be considered for evaluation under this bid.

**8) 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 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 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.

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

- a. Seller shall ensure submission of following documents to the Consignee along with the supply for the timely processing of Provisional Receipt Certificate (PRC) on GeM portal.
  - i. Original invoice clearly marked for 'Bill to' and 'Shipped to'
  - ii. e-Way Bill (In line with e-way bill provision under GST Act)
  - iii. Delivery challan

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 and Seller shall be solely responsible for the delay in processing of PRC, CRAC and Payment 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 or preparation of CRA C due to delayed submission of mandatory documents to Paying Authority of Buyer.

**10) Liquidated Damages:**

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

**11)** 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.

**12) 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.

**13) 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 **21 months** inclusive of 2 months claim period.

**14)** Bidder/Seller can submit the Bank Guarantee 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	<a href="mailto:habuy7898@npcil.co.in">habuy7898@npcil.co.in</a>
Contact No:	02626-230696
Legal Constitution of the Party	Company
Registered Office Address	16 <sup>th</sup> Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai

Registered Office Address Pin code	400 005
Communication Address	Nuclear Power Corporation of India Limited Kakrapar Gujarat Site, Post-Anumala. Pin-394651, Taluka: Vyara, District : Tapi, Gujarat

**15)** 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:

<u>ANNEXURE - F</u>
<b>GeM contract No.: GEMC</b> _____
Invoice No. & Date _____
<u>Declaration Form for GST</u>
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/SGST/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.

**16) 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 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.

## **1.1 Grounds for Banning**

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:

- 1.1.1.** Involvement in cartel formation during bidding.
- 1.1.2.** Baseless allegations by the bidder on NPCIL/Corporation/Buyer evaluation processes or officials.
- 1.1.3.** If any of the owner, proprietor or partner of the Contractor, is convicted by a court of law, during bidding process or currency of the contract, for offences involving corrupt and fraudulent practices including misrepresentation of the facts, moral turpitude in relation to its business 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.

**18) One bid per bidder:**

**Annexure-II**

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

**घोषणापत्र/UNDERTAKING**

मैं एतद्वारा वचन देता हूँ कि जीईएम जीटीसी खंड संख्या -29 (प्रति बिडर एक बिड) के अनुपालन में मैंने इस निविदा में केवल एक बोली प्रस्तुत की है। जीईएम जीटीसी क्लॉज नंबर -29 का उल्लंघन, इस निविदा के मूल्यांकन या बाद में प्रसंस्करण के दौरान या कार्य के निष्पादन के दौरान मनाया जाता है, जिसके परिणामस्वरूप बोली (ओं) की अयोग्यता/अनुबंध रद्दकरण ईएमडी की जब्ती और फर्म के खिलाफ आवश्यक प्रशासनिक कार्रवाई शुरू हो जाएगी। जीईएम दिशानिर्देशों के अनुसार। मैं ऐसे सभी प्रशासनिक कार्यों के लिए पूरी तरह से जिम्मेदार रहूँगा।

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.

यह प्रमाणित किया जाता है कि/It is certified that:

- विषय निविदा में केवल एक बोली प्रस्तुत की गई है/Only one bid has been submitted in the subject tender.
- किसी भी सहयोगी/संबद्ध संस्थाओं ने विषय निविदा में भाग नहीं लिया है/Any sister/Associated/Allied concerns have not participated in the subject tender.
- सामान्य व्यवसाय स्वामित्व/प्रबंधन वाली एक से अधिक इकाइयों के मामले में निविदा में केवल एक इकाई ने भाग लिया है/ Only one unit has participated in the tender, in case of more than one unit having common business ownership/management.
- जीईएम जीटीसी क्लॉज नंबर -29 का पूरी तरह से अनुपालन किया गया है/ GeM GTC Clause No.-29 is fully complied.

विधिवत हस्ताक्षरित और मुहरबंद/ Duly signed & sealed by: \_\_\_\_\_

\_\_\_\_\_   
 फर्म/कंपनी के अधिकृत प्रतिनिधि/ (Authorized Representative of the firm/company)

नाम और पद धारित आयोजित/Name & Post held: \_\_\_\_\_

दिनांक/Dated: \_\_\_\_\_  
—

#### 15. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

#### 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. 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.
16. 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.**

[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---