

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	27-01-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	27-01-2026 11:30:00
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	Tamilnadu
कुल मात्रा/ Total Quantity	22500000
वस्तु श्रेणी / Item Category	Sodium Hypochlorite Solution (V3) Conforming To Is 11673 (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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	8
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। / Number of Auto Extension count	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	3 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	2436763

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).	8

(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

Nuclear Power Corporation of India Limited Kudankulam Nuclear Power Project Kudankulam PO, Radhapuram Taluk, Tirunelveli Dist – 627106 (Kudankulam Nuclear Power Project)
(Kudankulam Nuclear Power Project)

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	8
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	1) NPCIL reserves the right to split the order quantity between the bidders at L1 rates (Landed price). If L2 bidder does not agree to match L1 rate, then L3 & so on bidders will be asked to match L1 rate. PO will be issued to the suppliers who are matched the L1 rates (Landed price). However NPCIL reserves the right to place the entire quantity on L-1 bidder. 2) PO qty shall be decided by the buyer based on the bidder maximum supply capacity of sodium hypochlorite per day and bidder production capacity per day/week.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	PMO
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	PMO
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	DAE NPCIL
सीए अनुमोदन संख्या/CA Approval Number	1227441
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	23-02-2023
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Exemption for procurement of Goods and services for KKNPP 1&2 from MII by DPIIT as per letter no. 407/1541 dated 31/01/2022

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 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

Limited Tender

Limited Tender Applicable	Yes
Reason	The competent authority in the Ministry or Department has certified that the demand is urgent, and any additional expenditure involved by not procuring through advertised tender enquiry is justified in view of urgency. The Ministry or Department has placed on record the nature of the urgency and reasons why the procurement could not be anticipated.
List of Seller Organization for participation	SRI KRISHNA CHEMICALS, CHEMFAB ALKALIS LIMITED, BALAJI CHEMICALS, JAY VIGNESH CHEMICALS, THE TRAVANCORE COCHIN CHEMICALS LIMITED, VEE VEE INDUSTRIES, RANI CHEMICALS, NISHA POLYMERS

1. 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.

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.

3. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

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

HSN & GST% - [1768388827.xlsx](#)

Sodium Hypochlorite Solution (V3) Conforming To Is 11673 (22500000 Unit)**तकनीकी विशिष्टियाँ /Technical Specifications**

* जेम कैटेगरी 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)
Generic	Sodium Hypochlorite	Sodium Hypochlorite Solution as per IS 11673 (Part 1), Household and Industrial Use

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Grade	Grade 2
	Requirements for Sodium Hypochlorite Solution	As per Table 1 of IS 11673 (Part 1)
	Mode of Supply	Packaged Shipment (In Container), Bulk Operation (Open Supply)
	Container Size	1 Liter, 5 Liter, 10 Liter, 20 Liter, 25 Liter, 35 Liter, 50 Liter, 210 Liter, Open Supply (In Liter), Open Supply (In kg)
	Unit	Container, Liter, Kg
	Packing, Marking and Storing	As per Clause 6 of IS 11673 (Part 1)
Certification and Testing	Conformity to Indian Standard	As per IS 11673 (Part 1)

Additional Specification Parameters - Sodium Hypochlorite Solution (V3) Conforming To Is 11673 (22500000 Unit)

Specification Parameter Name	Bid Requirement (Allowed Values)
Unit of Measurement is	Kilograms (Kg) Only.
Bidders shall confirm the maximum quantity they can supply per day in tankers	Per day _____ MT
Bidders shall confirm the maximum production of sodium hypochlorite per day and per week.	Per day _____ MT Per Week _____ MT
Mode of Supply	preferably in 25 KL capacity tanker.

* 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.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Banothu Abhilash Naik	627106,KKNPP, NPCIL, KUDANKULAM, RADHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU	22500000	180

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. **Purchase Preference (Centre)**

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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 25% of total value.

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**

Clause towards Civil Liability for Nuclear Damages: (CLND Act 2010 and Rule 2011)

In line with the CLND act section 17(a) and Rule 24 under Civil Liability for Nuclear Damage Rules, 2011: The liability of the seller shall be to the extent of the value of the goods supplied or equivalent to the buyer's liability whichever is lesser

And

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

6. **Generic**

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

7. **Generic**

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

performance of the Contract and the Sellers obligations there under.

8. **Generic**

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.

9. **Generic**

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

10. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. Compliance to Clause no.29 of GeM GTC (One bid per bidder):

Bidder shall mandatorily submit a declaration as per Annexure-II (Attached in buyer added ATC) along with their offer.

2. Additional Specification Parameters, if any:

Additional Specification Parameters as stipulated in the Bid Document must be complied by the Bidder/Seller and supply may be made accordingly otherwise material will be liable for rejection.

- a) Bidders shall confirm the maximum quantity they can supply per day in tankers Per day ____MT
- b) Bidders shall confirm the maximum production of sodium hypochlorite per day and per week. Per day ____
__ MT Per Week _____ MT

3. MSE Benefits:

Only manufacturers quoting for goods/product 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 as stipulated in the bid document. Seller declaration stating that the offered product is manufactured by them shall be submitted along with bid.

4. Details of HSN Code & GST:

Bidders may note GeM GTC clause: 3A(xvii) and do not attach any document indicating the price in the technical bid. Only the HSN code and GST percentage of the item(s) are to be indicated in the excel upload

5. TReDs:

MSME Ministry, Govt vide notification dtd 02.11.2018 has mandated all CPSE to get on boarded on the TReDS.

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

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

Both Buyer and the Seller must be registered on the TReDS platform for financing / factoring of trade receivables

bles of the MSME Seller. Currently, there are four RBI-approved platforms: Receivables Exchange of India Ltd . (RXIL), A Treds Ltd. (Invoicemart), C2treds and Mynd Solutions Pvt. Ltd. (M1xchange).

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

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

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

6. EMD & Performance Security Clauses:

a) Buyer's Bank account details for payment of EMD / Performance Security:

-

Beneficiary details:

Beneficiary Name: Site Director - NPCIL, KKNPP

Nuclear Power Corporation of India Limited - Kudankulam Nuclear Power Project

IFSC Code: SBIN0004387

Bank Name: State Bank of India

Branch address: Anuvijay Township

b) EMD payment:

i) Bidders can submit EMD in any mode indicated in GeM GTC.

ii) Bidders may visit **SBI Collect website** and follow below path:

PSU - Public Sector Undertaking --> NPCIL Kudankulam Tenders --> Payment Category --> EMD Payment.

c) EMD Exemption:

Exemption of EMD based on **Vendor Assessment Report** shall be limited to Category/Catalogue-based Bid s/RA. **Vendor Assessment is not applicable for Custom / BOQ Bids**, Hence EMD exemption against Vendor Assessment Report is not permitted for Custom / BOQ Bids.

d) Performance security Bond for execution of contract & Performance of the equipment:

- i. In case of award of contract, successful bidder shall furnish Performance Security for 5% of the Contract value in any mode indicated in GeM GTC within 15 days of placement of contract for the duration of 8 months inclusive of 2 months claim period.**
- ii. For payment through SBI Collect, sellers may visit SBI Collect website and follow below path:
PSU - Public Sector Undertaking --> NPCIL Kudankulam Tenders --> Payment Category --> Performance Security Payment.
- iii. Following details may be provided (along with the offer) for proper accounting and release of EMD/Performance security to the bidder as per GeM GTC.

i. GEM bid no: /GEM purchase order no:

ii. Name of the bidder:

iii. Bank and branch name

iv. Account no:

v. IFSC code of bank branch

vi. UTR no:

vii. Amount remitted in Rs:

viii. Copy of Cancelled cheque

- iv. For payments through bank guarantees/ Bankers' cheque/ Demand draft/Fixed deposit/Insurance surety bonds, Original Hard copy of EMD / PBG documents shall be sent to the following address within 5 working days from the date of bid opening / 15 days from the date of the purchase order respectively.**

Head (C&MM)

Contracts & Materials Management Group

Nuclear Power Corporation of India Limited (NPCIL)

Kudankulam Nuclear Power Project,

Kudankulam PO,

Radhapuram Taluk,

Tirunelveli Dist - 627106 Tamil Nadu

- v. NeSL:

For e-BG submission through NeSL portal, the following details shall be utilized:

Beneficiary PAN:	AAACN3154F
Beneficiary NAME:	Nuclear Power Corporation of India Limited
Date of Incorporation:	03/09/1987
Beneficiary Email ID:	mabuyer6958@npcil.co.in
Contact number:	04637 - 282181
Legal Constitution of the party :	Company Registered office address: 16th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai
Registered office address Pin code:	400005
Communication address:	Nuclear Power Corporation of India Limited (NPCIL) Kudankulam Nuclear Power Project, Kudankulam PO, Radhapuram Taluk, Tirunelveli Dist - 627106 Tamil Nadu Communication address Pin code: 627106

7. Delivery Instructions:

In case of award of contract, Supplier shall note below instructions regarding Delivery of the Items & Submission of invoice:

- a) Please instruct the transporter / delivery person to handover the GST Invoice without fail to the consignee.
- b) The contractor shall ensure that the ordered items reaches our plant site for delivery from 10:00 Hrs to 15:00 Hrs on any Working day. In case of any delay beyond the stipulated time, Vehicle will be detained at Main Gate of our Company and delivery will be taken only on the next working day.
- c) As per GeM terms & conditions, Seller/ Contractor shall send proper GST invoice as per the requirement of GST rules along with goods to the buyer/consignee without fail. Unless, the GST invoice is received from the seller along with the goods, the payment shall not be processed.
- d) GST Invoice to be sent along with the goods has to be sent in a separate envelope and the same GST Invoice has to be shown at our company's gate for entry purpose, hence don't put the Envelope contained GST Invoice inside the goods boxes / carton boxes. Along with the GST Invoice following details to be provided by the Seller / Contractor for processing the payments.

Name of the Seller:

Name of the bank:

Account Number:

IFSC Code no. (11 digits):

- e) The Seller shall submit Original invoice clearly marked for "Bill to" and "Shipped to", Annexure -F (copy enclosed), Seller's bank details, E-Invoice if applicable to seller based on his turnover, Test certificate (if applicable) etc to the Paying Authority directly, immediately after despatching material to the Consignee.

As payment is to be released in a time bound manner, non-receipt of these documents in time may lead to rejection of supplies.

8. Additional Terms and Conditions:

-

- 1) Scope of work: Supply and delivery of Sodium Hypochlorite Solution (Grade -2) in tankers at KKNPP-1&2 site.
- 2) The supplier shall furnish the Analytical test certificate for the above parameter in respect of each supply lot. All these parameters for every supply shall confirm to technical specification.
- 3) Sample of each supply lot shall be analyzed at KKNPP chemical Laboratory. Material shall be accepted and unloaded if these parameters are meeting the requirement as given in technical specification and the results indicated in Analytical Test Certificate from supplier are as per technical specifications.
- 4) The results of chemical analysis done at KKNPP shall be final and binding for acceptance / rejection and also for payment.
- 5) The ordered quantity of sodium Hypochlorite shall be supplied by road in tankers to KKNPP, NPCIL, on As-And-when required basis and also on door delivery basis. Safe delivery of the tankers with sodium Hypochlorite from supplier's factory to KKNPP site is the responsibility of the supplier.
- 6) Tanker shall have facility for pneumatic unloading in addition with the provision for unloading with pump.
- 7) The truck crew shall abide by the Industrial Safety Regulations prevailing at KKNPP site.
- 8) Supplier has to supply the material preferably in 25KL capacity tanker.
- 9) The items shall be delivered within 2 days from the date of issue of requisition for the quantity mentioned. Liquidated damages will be applicable in case the items are not delivered within the stipulated delivery period i.e. within 2 days.
- 10) Halting time for the tanker may be 8 to 12 hours.

11) Weighment:- Each tanker shall be weighed on the weigh bridge at KKNPP site, prior to and after unloading of sodium Hypochlorite. Weight variation upto +/-0.5% on total weight is permissible. However, if the variation exceeds 0.5%, the actual weight recorded in KKNPP Weigh Bridge will be taken for accounting and payment purpose.

12) Item : Sodium Hypochlorite Solution (Grade -2) are to be supplied on "As & when required basis". Total Contract period is for 6 months and the item to be supplied on "As and When required basis. **The item shall be delivered with in 2 days from the date of issue of requisition by NPCIL (Buyer).**

13) Requirement of Sodium hypochlorite is 125 MT per day.

14) Bidder shall provide the maximum production of Sodium hypochlorite per day and per week.

15) Bidder shall provide the maximum supply capacity of sodium hypochlorite per day

16) NPCIL reserves the right to split the order quantity between the bidders at L1 rates (Landed price). If L2 bidder does not agree to match L1 rate, then L3 & so on bidders will be asked to match L1 rate. PO will be issued to the suppliers who are matched the L1 rates (Landed price). 17) However NPCIL reserves the right to place the entire quantity on L-1 bidder.

18) PO qty shall be decided by the buyer based on the bidder maximum supply capacity of sodium hypochlorite per day and bidder production capacity per day/week.

9. Banning of business dealings 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 dir

ectly 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/ suspended firm;
- c) Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice;
- d) Directly or indirectly controls, or is controlled by or is under common control with another bidder;
- e) All successor firms will also be considered allied firms.

10. Clause regarding IP (Integrity Pact) and IP Security for GeM Portal

The use of word "Bidder" also refers to "Seller/Service Provider/Contractor".

1) IP (Integrity Pact)

- a) **IP (Integrity Pact) essentially envisages an agreement between the prospective Bidder and NPCIL committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.**
- b) **Only that Bidder who enters into such an IP with NPCIL would be competent to participate in the bidding.**
- c) **The submission of bid by Bidder shall be considered as an unconditional and absolute acceptance of Integrity Pact (IP) enclosed with the bid document as per Annexure-IP. The submission of bid shall constitute a binding integrity pact as per the enclosed format as per Annexure-IP between the Bidder and the Authority calling the tender on behalf of NPCIL. The Bidder will stand disqualified from the bidding process and the bid of the Bidder would be summarily rejected in case of non-acceptance of Integrity Pact.**
- d) **The IP would be effective from the stage of invitation of bids till the complete execution of the contract. This pact begins with the submission of bid by Bidder. The validity of this Integrity Pact shall be from the date of the submission of Bid and it shall remain valid during the entire currency of the contract, including the period of extension if any and the defect liability period/warranty period after the work is completed to the satisfaction of both the Principal/ Buyer/Purchaser/Corporation/NPCIL and the Bidder/Contractor or 12 months from the date of the last payment/final bill payment, whichever is later.**

In case the Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract with successful Bidder.

- e) **NPCIL has appointed Independent External Monitors (IEMs), the role of IEMs is advisory and it is restricted to resolving issues raised by an intending Bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidder. The details with respect to the IEM are available on NPCIL Corporate website, i.e., www.npcil.nic.in and are as follows:**

1. Shri T Jacob, email: jacobthariyan@gmail.com
2. Shri Prakash Chandra, email: prakashchandra59@yahoo.co.in

(Only matters related to Integrity Pact be addressed to IEMs and not routine tender related matters)

2) Integrity Pact Security:

- i) The EMD/Bid Security submitted for the tender shall also be considered as IP Security. No separate submission of Integrity Pact Security is required at the time of submission of bid. The EMD/Bid Security shall be forfeited for any violation of IP.
- ii) In case of successful Bidder to whom the Contract is awarded, after return of EMD/Bid Security, the Performance Security will serve the purpose of Integrity Pact Security seamlessly during execution of Contract and till the completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the Performance Security shall be forfeited. Contractor/Seller/Service Provider shall initially submit Performance Security as per relevant clauses of Contract to start with. However, Contractor/Seller/Service Provider will also be required to extend the validity of Performance Security till validity of the IP if required.
- iii) The EMD/Bid Security submitted by the bidders who does not qualify for the tender and qualified unsuccessful bidders shall be returned to the respective bidders as per conditions stipulated under the GeM GTC or the Bid Document.
- iv) If contract security is waived/not available for seamless commitment towards IP, action as per Contract/Bid conditions & IP shall be taken against any violation of IP.
- v) Further, in case of MSE/Startup, if any contract security is waived/not available for seamless commitment towards IP, the relevant authority of MSE/Startup with whom Contractor is registered shall be informed for any violation of IP.

Annexure-IP

Format of Pre Contract Integrity Pact

(The submission of bid shall constitute a binding integrity pact as per below mentioned format between the bidder and Authority calling the tender on behalf of Principal/Purchaser/Corporation/Owner/Buyer/NPCIL)

INTEGRITY PACT

Between

Nuclear Power Corporation of India Limited (NPCIL), a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at World Trade Centre, 16th Floor, Cuffe Parade, Colaba, Mumbai 400005, hereinafter referred to as **“The Principal/Purchaser/Corporation/Owner/Buyer/NPCIL”** (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

and

“The Bidder/Contractor” (which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns).

Preamble

The Principal/Purchaser intends to award, under laid down organizational procedures contract/purchase order/work order for this tender. The Principal/Purchaser values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relation with its Bidder(s) and / or Contractor(s).

Integrity Pact (IP) essentially envisages an agreement between the prospective Bidder/Contractor and NPCIL committing the persons/officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

This pact aims to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to enable the Purchaser/Principal to obtain the desired said stores/equipment/services/work (as the case may be) at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement and also to enable Contractor(s)/Bidder(s) to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Purchaser/Principal will commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, the Purchaser/Principal has appointed Independent External Monitors (IEM), to monitor the Tendering process and the execution of the Contract for compliance with the principles as laid down in this Pact.

Therefore, to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Pact, the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.

Hence, in consideration mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

Article 1: Commitment of the Principal/Purchaser

- 1)** The Principal/Purchaser commits itself to take all measures necessary to prevent corruption and to observe the following principles;

- a) The Principal/Purchaser undertakes that no official of the Principal/Purchaser, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage (which he/she is not legally entitled to) from the Bidder/Contractor, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
 - b) The Principal/Purchaser will, during the Tender process, treat all Bidder(s)/Contractor(s) with equity and reason. The Principal/Purchaser will, in particular, before and during the Tender process, provide to all Bidder(s)/Contractor(s) the same information and will not provide to any Bidder(s)/Contractor(s) confidential /additional information through which the Bidder(s)/Contractor(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal/Purchaser will endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
 - d) All the officials of the Principal/Purchaser will report to the appropriate office any attempted or committed breaches of the above mentioned commitments as well as any substantial suspicion of such a breach.
- 2) In case of any such preceding misconduct on the part of such official(s) is reported by the Bidder(s)/Contractor(s) to the Principal/Purchaser with full and verifiable facts and the same is prima facie found to be correct by the Principal/Purchaser, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Principal/Purchaser and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Principal/Purchaser the proceedings under the contract would not be stalled.

Article 2-Commitments of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Principal/Purchaser all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process, throughout the negotiation or award of a contract and during the execution of contract.

- 2)** The Bidder(s)/Contractor(s) commit and undertake themselves to take all measures necessary to prevent malpractices & corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during his participation in the Tender process and during the Contract execution;
- a)** The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give or attempt, to any of the Principal's/Purchaser's employees involved in the Tender process or execution of the Contract or to any third person on their behalf any material or other benefit which he/she is not legally entitled to, in order to obtain, in exchange, any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b)** The Bidder(s)/Contractor(s) further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal/Purchaser or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the PSU/Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the PSU/Government.
 - c)** The Bidder(s)/Contractor(s) will not enter into with other Bidder(s)/Contractor(s) any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, sub-contracts, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - d)** The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act or the relevant Anti-corruption Laws of India. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Corporation/Purchaser as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - e)** The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/Representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives/principals/associates, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal, directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he would not be all

owed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent and/or parallel tender for the same item.

- f)** The Bidder(s)/Contractor(s) will, when presenting his bid, disclose, with each tender any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- g)** The Bidder(s)/Contractor(s) further confirms and declares to the Principal/Purchaser that the Bidder(s)/Contractor(s) is the original manufacturer/Integrator/authorized government sponsored export entity(if applicable) of the stores and has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way, to recommend to the Principal/Purchaser or any of its functionaries, whether officially or unofficially, for the award of the contract to the Bidder/Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- h)** If the Bidder/Contractor or any employee of the Bidder/Contractor or any person acting on behalf of the Bidder/Contractor, either directly or indirectly, is a relative of any of the officers of the Principal/Purchaser, or alternatively, if any relative of an officer of the Principal/Purchaser has financial interest/stake in the Bidder(s)/Contractor(s) firm, the same shall be disclosed by the Bidder/Contractor at the time of filing or tender.
The term 'relative' for this purpose would be as defined in Section 2(77) of the Companies Act 2013.
- i)** The Bidder(s)/Contractor(s) shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Purchaser.

3) The Bidder(s)/Contractor(s) will not instigate third persons/parties to commit offences outlined above or be an accessory to such offences.

4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice, wilful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official/official of NPCIL to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of NPCIL interests.

5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use coercive practices (which shall include the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force)

orce directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property) to influence their participation in the tendering process.

Article 3 - Integrity Pact Security

- 1)** The EMD/Bid Security submitted for the tender shall also be considered as IP Security. No separate submission of Integrity Pact Security is required at the time of submission of bid. The EMD/Bid Security shall be forfeited for any violation of IP.
- 2)** In case of successful bidder to whom the Contract is awarded, after the release of the EMD, the SD(Security Deposit)/PBG(Performance Bond Bank Guarantee)/PSB (Performance Security Bond)/ SD (i.e., Performance Guarantee plus available Retention Money)/Performance Security, as applicable, will serve the purpose of Integrity Pact Security seamlessly during execution of Contract and till the completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later. In such case, for any violation/breach of the Integrity Pact by the Contractor, the SD/PBG/PSB/ SD (i.e., Performance Guarantee plus available Retention Money)/Performance Security, as applicable, shall be forfeited.

Contractor shall initially submit SD/PBG/Performance Guarantee/Performance Security, as applicable as per relevant clauses of Contract to start with. However, Contractor will also be required to extend the validity of SD/PBG/Performance Guarantee/Performance Security, as applicable, till validity of the IP if required.

The Performance Guarantee and Retention Money (if applicable) will be released after completion of the defect liability period (if applicable), or 12 months from the date of the last payment/final bill payment, whichever is later.

- 3)** The EMD/Bid Security submitted by the bidders who does not qualify for the tender and qualified unsuccessful bidders shall be returned to the respective bidders as per conditions stipulated under the clause "EMD/Bid Security".

Article 4 - Consequences of Breach

- 1)** Without prejudice to any rights that may be available to the Principal/Purchaser under law or the contract or its established policies and laid down procedures, the Principal/Purchaser shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) or any one employed by it or acting on its behalf, whether with or without the knowledge of the Bidder(s)/Contractor(s), and the Bidder/ Contractor with its free consent

and without any influence accepts and undertakes to respect and uphold the Principal/Purchaser absolute right:

A) Disqualification from tender/bidding process and exclusion from future contracts

If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Purchaser after giving 14 days notice to the bidder/contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/cancel/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes as per the procedure mentioned in the "Banning of business dealings by NPCIL/Corporation" or as per the procedure applicable in case of GeM Bid, as the case may be. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Purchaser as per the procedure mentioned in the "Banning of business dealings by NPCIL/Corporation" or as per the procedure mentioned in "Incident Management Policy" (in case of GeM Bid), as the case may be.

B) Compensation for Damages:

- 1)** If the Principal/Purchaser has disqualified the Contractor(s)/Bidders(s) from the tender process prior to the award according to Section 3 A), the Principal/Purchaser is entitled to demand and recover the damages equivalent to EMD/Bid Security.
- 2)** If the Principal/Purchaser has terminated the contract according to Section 3 A), or if the Principal/Purchaser is entitled to terminate the contract according to section 3A), the Principal/Purchaser shall be entitled to demand and recover from the Bidder(s)/Contractor(s) the amount equivalent to Security Deposit (SD)/Performance Bond/Performance Security Bond (PSB)/Performance Security, as applicable.

C) Criminal Liability:

If the Principal/Purchaser obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC (Prevention of Corruption) Act, 1988 or if the Principal/Purchaser has substantive suspicion in this regard, the Principal/Purchaser will inform the same to law enforcing agencies/Chief Vigilance Officer for further investigation.

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D) In addition to A), B) & C) above, the Principal/Purchaser shall be entitled to take recourse to the relevant provisions of the contract related to Termination/Cancellation/Determination of Contract.

- 2)** A transgression is considered to have occurred if the Principal/Purchaser after due consideration of the available evidence concludes that no reasonable doubt is possible.
- 3)** Subject to full satisfaction of the Principal/Purchaser, the exclusion of Bidder(s)/ Contractor(s) could be revoked by the Principal/Purchaser if the Bidders(s)/Contractor(s) can prove that he has restored/ recouped the damage caused by him and has installed a suitable corruption prevention system in his organization.
- 4)** The decision of the Principal/Purchaser to the effect that a breach of the provisions of this pact has been committed by the Bidder/Contractor shall be final and conclusive on the Bidder/Contractor. However, the Bidder/Contractor can approach the Independent Monitor(s) appointed for the purposes of this Pact.

Article 5- Previous Transgression

- 1)** The Bidder(s)/Contractor(s) declares that no previous transgressions impinging on the anti-corruption principle / any malpractice as mentioned in Article-2, has occurred in the last three years from the date of submission of bid with any other Company in any country or with any public or government organisations or Public Sector Enterprises in India that could justify his exclusion from the tender process.

The date of such transgression impinging on the anti-corruption principle in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority.

The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion are also included in above mentioned declaration.

- 2)** If the Bidder(s)/Contractor(s) makes incorrect statement on this subject, he can be disqualified from the Tender process or the contract, if already awarded, can be terminated on this ground or action can be taken as per the procedure mentioned in the "Banning of business dealings by NPCIL/Corporation" or as per the procedure applicable in case of GeM Bid, as the case may be, as deemed fit by the P

Principal/Purchaser.

Article 6- Equal treatment of all Bidders/Contractors/ Subcontractors

- 1)** The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder(s)/Contractor(s) shall be responsible for any violation(s) of the principles laid down in this agreement by any of its Subcontractors/sub-vendors.
- 2)** The Principal/Purchaser will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3)** The bidder will stand disqualified from the bidding process and the bid of the bidder would be summarily rejected in case of non-acceptance of Integrity Pact.

Article 7 -Company Code of Conduct

Contractor(s)/Bidder(s) are also advised to have a company code of conduct (clearly rejecting the use of bribes and other unethical behaviour) and a compliance program for the implementation of the code of conduct throughout the company/firm/legal entity(as applicable).

Article 8- Independent External Monitor (IEM)

- 1)** The Principal/Purchaser has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact in consultation with the Central Vigilance Commission (their names & contact details of the IEM are given in the tender document).
- 2)** The task of the IEM shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 3)** The IEM is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The IEM would have access to all Contract documents, whenever required. IEM shall convey his observations to the Chairman & Managing Director, Nuclear Power Corporation of India Limited.
- 4)** The Bidder(s)/Contractor(s) accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Purchaser including that provided by the Bidder(s)/Contractor(s). The Bidder(s)/Contractor(s) will grant the IEM, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contract

ual obligation to treat the information and documents of the Contractor(s)/Subcontractor(s) with confidentiality.

- 5) The IEM has also signed declarations on “Non-Disclosure of Confidential Information” and of “Absence of Conflict of Interest”. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, NPCIL and recuse himself/ herself from that case
- 6) The Principal/Purchaser will provide to IEM sufficient information about all the meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal/Purchaser and the Contractor and shall keep the IEM apprised of all the developments in the tender process. The parties offer to the IEMs the option to participate in such meetings.
- 7) As soon as the IEM notices, or has reason to believe, a violation of this Pact, he/she will so inform the Authority designated by the Principal/ Purchaser.
- 8) If the written observations submitted by the IEM discloses a substantiated suspicion of an offence under the relevant IPC/PC Act, and that no visible action is initiated by the NPCIL, within reasonable time, then the IEM shall be at his liberty to take up the issue with Chief Vigilance Officer (CVO)/ Central Vigilance Commissioner (CVC).
- 9) The word “IEM” would include both singular and plural.

Article 9- Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the Principal/Purchaser or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder(s)/ Contractor(s) and the Bidder(s)/Contractor(s) shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

Article 10- Duration of the Pact

The IP would be effective from the stage of invitation of bids till the complete execution of the contract. This pact begins with the submission of Bid by Bidder. The validity of this Integrity Pact shall be from the date of the submission of Bid and it shall remain valid during the entire currency of the contract including the period of extension if any and the defect liability period/warranty period after the work is completed to the satisfaction of both the Principal/Owner and the Bidder/Contractor or 12 months from the date of the last payment/final bill payment, whichever is later.

In case the Bidder(s)/Contractor(s) is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract with successful Bidder.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by Chairman & Managing Director, NPCIL.

Article 11-Other Provisions

- 1)** This Pact is subject to Indian Law. The place of performance and jurisdiction is the Head Office of the Principal/Purchaser, i.e. Mumbai, India.
- 2)** Changes and supplements, if any shall be signed and executed by both the parties to this pact.
- 3)** If the Bidder(s)/Contractor(s) is a Joint venture (unincorporated), partnership or a consortium, submission of bid by authority authorized to submit bid on behalf of Joint venture (unincorporated), partnership or a consortium shall constitute a binding integrity pact as per this format between the bidder and Authority calling the tender on behalf of Corporation/Principal/Purchaser/Buyer/NPCIL.
- 4)** Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5)** Any dispute or difference arising between the parties, with regard to the terms of this Agreement/Pact, any action taken by the Principal/Purchaser in accordance with this Agreement/ Pact or interpretation thereof shall not be subject to arbitration.
- 6)** Submission of tender/bid by authority authorized to bid on behalf of Bidder(s)/Contractor(s) shall enforce this pact.

Article 12- LEGAL AND PRIOR RIGHTS

- 1)** All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid.
- 2)** Both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.
- 3)** Bidder(s)/Contractor(s) by submission of bid accepts that he/she shall not approach the Courts while the matter/complaint/dispute has been referred to the IEM in terms of this pact and he/she will wait for their decision in the matter before approaching any Court.

11. 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---