

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	21-01-2026 11:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	21-01-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	180 (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	Head Quarter Mumbai
कुल मात्रा / Total Quantity	20972
वस्तु श्रेणी / Item Category	Supply of Aluminium brass ASTM B-111 alloy 687 condenser tubes as per enclosed technical specs
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Supply of Aluminum brass ASTM B-111 alloy 687 condenser tubes as per enclosed technical specification
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Steel Pipe/Tube as per ASTM A423
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Experience Criteria, Certificate (Requested in ATC), OEM Annual Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
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
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
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	2621720

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).

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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

ED C&MM

NUCLEAR POWER CORPORATION OF INDIA LIMITED, Department of Atomic Energy, Directorate of Contracts and Materials Management, OPS Section, Nabhikiya Urja Bhavan, E-'0' Block, Ground Floor, Anushaktinagar, Mumbai-400 094 Note: Bidders may kindly note that while making all the future communications including submission of Bank Guarantee w.r.t. to this bid shall add prefix "CMM/OPS/3682" to GEM Bid number in the format indicated below: Bid Number: CMM/OPS/3682/GEM/2025/B/6918938 (Executive Director, Cmm)

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	100
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
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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 100% (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. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- If number of technically qualified bidders are only 2 or 3.
- If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
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05-01-2026 14:00:00	<p>NUCLEAR POWER CORPORATION OF INDIA LIMITED, NABHIKIYA URJA BHAVAN, A-0 BLOCK, GROUND FLOOR, ANUSHAKTI NAGAR, MUMBAI-400 094</p> <p>A pre-bid meeting for providing clarifications to the bidders will be held OFFLINE, on 05.01.2026 at 14:00 Hrs. The bidders are required to furnish in writing their queries (both technical and commercial) on or before 05.01.2026. A soft copy of the queries should also be sent by e-mail to edcmm_tender@npcil.co.in. Queries / clarification / information sought in any other manner shall not be responded to. The responses to tenderers queries / clarifications /information will be uploaded in GeM portal. Any modification of the bidding document, which may become necessary as a result of the pre-bid meeting, shall be uploaded in GeM portal. Bidders are requested to update themselves by visiting our GeM frequently. During them pre-bid meeting, the bidders along with the associates shall take part in the discussions to ensure that all tender requirements are clearly understood by all the stakeholders.</p> <p>All prospective bidder are requested to share the following details of person(s) who will be attending the Meeting at edcmm_tender@npcil.co.in:</p> <ol style="list-style-type: none"> 1) Full name 2) Age 3) Designation 4) Contact details 6) Copy of Aadhar Certificate <p>Note: Bidders may kindly note that while making all the future communications including submission of Bank Guarantee w.r.t. to this bid shall add prefix "CMM/OPS/3682" to GEM Bid number in the format indicated below: Bid Number: CMM/OPS/3682/GEM/2025/B/6918938</p>
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Supply Of Aluminium Brass ASTM B-111 Alloy 687 Condenser Tubes As Per Enclosed Technical Specs (20972 pieces)

(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

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	Senthil Kumar	603102,NPCIL, MAPS, Distt Kanchipuram, Kalpakkam,TN Phone 04427480335	20972	365

Buyer added Bid Specific Additional Scope of Work

क्र.सं./S.No.	Document Title	Description	रिवर्स प्रभार के अनुसार जीएसटी/Applicable i.r.o. Items
1	Annexure F View	Annexure F	Supply Of Aluminium Brass ASTM B-111 Alloy 687 Condenser Tubes As Per Enclosed Technical Specs(20972)
2	Format of Bid Security Declaration View	Format of Bid Security Declaration	Supply Of Aluminium Brass ASTM B-111 Alloy 687 Condenser Tubes As Per Enclosed Technical Specs(20972)
3	Format for pre contract Integrity Pact View	Format for pre contract Integrity Pact	Supply Of Aluminium Brass ASTM B-111 Alloy 687 Condenser Tubes As Per Enclosed Technical Specs(20972)
4	Technical-specification View	Technical-specification	Supply Of Aluminium Brass ASTM B-111 Alloy 687 Condenser Tubes As Per Enclosed Technical Specs(20972)
5	Appendix-Y View	Appendix-Y	Supply Of Aluminium Brass ASTM B-111 Alloy 687 Condenser Tubes As Per Enclosed Technical Specs(20972)
6	BOQ View	BOQ	Supply Of Aluminium Brass ASTM B-111 Alloy 687 Condenser Tubes As Per Enclosed Technical Specs(20972)
7	Annexure-y View	Annexure-y	Supply Of Aluminium Brass ASTM B-111 Alloy 687 Condenser Tubes As Per Enclosed Technical Specs(20972)
8	Bidder Compliance View	Bidder Compliance	Supply Of Aluminium Brass ASTM B-111 Alloy 687 Condenser Tubes As Per Enclosed Technical Specs(20972)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Note: Bidders may kindly note that while making all the future communications including submission of Bank Guarantee w.r.t. to this bid shall add prefix "CMM/OPS/3682" to GEM Bid number in the format indicated below:

Bid Number: **CMM/OPS/3682/GEM/2025/B/6918938.**

3.0 Qualifying Requirements

QUALIFYING REQUIREMENT

APPENDIX-X

Bidders willing to participate in this tender shall meet the qualifying requirements as specified below:

A.1. Technical Qualification Requirement:

- A.1.1 a.** Bidder or his OEM should be the Indian manufacturer of copper-based tubes.
- b.** OEM shall be responsible for engineering, procurement, manufacturing, testing and inspection of the items even if the bidder is an authorized dealer or a distributor of the OEM.
- c.** If the bidder is an authorized dealer of the OEM or a distributor of the OEM, it shall ensure that the OEM permits NPCIL personnel's visit to his facility/establishment for evaluation and/or verification purposes if required.

Documents required for above para-A.1.1:

- a) In case of OEM, proof of manufacturer of copper-based tubes like NSIC registration certificate and self-declaration of concerned manufacturer.
- b) In case of authorized dealer or distributor, bidder shall submit valid OEM authorized certificate along with the documents mentioned in point (a) above from OEM.
- c) In case of authorized dealer or distributor, bidder shall also submit the declaration from his OEM mentioning the points A.1.1. (b) and (c) above.

A.1.1.1 In addition to above, the bidder shall have following facilities:

- i. Bidder or his OEM shall have In-house facility for copper-based tube fabrication / manufacturing.
- ii. Bidder or his OEM shall have In-house or he can outsource bright annealing facility for copper-based tubes being offered.
- iii. Bidder or his OEM shall have In-house Eddy Current testing facility for copper-based tubes being offered.
- iv. Bidder or his OEM shall have In-house hydro-testing facility for tubes being offered.

Documents required for above para-A.1.1.1:

- a) Bidder or his OEM shall submit proof of in-house facility as "self-declaration from concerned manufacturer (OEM)"
- b) Bidder or his OEM shall submit photograph of his in-house facilities.

A.1.2 Bidder or his OEM shall have 2 nos. of qualified man power having ASNT/ ISNT Level-II certification in Die Penetrant testing (DPT) and Eddy current testing (ECT). One person with multiple qualifications Die Penetrant testing (DPT) and Eddy current testing (ECT) is also acceptable.

The bidder shall have separate QA department with at least 2 diploma / graduate mechanical engineers for taking care of all QA & QC requirements.

Documents required for above para-A.1.1.1:

- a) Bidder or his OEM shall submit qualification certificates of NDT (Non-destructive testing) personnel employed with them who will be engaged in carrying out the NDT activities for this tender.

A2. Single Order Value Requirement.

- a) The bidder shall have satisfactorily completed a single order of tubes, whose value shall not be less than Rs. **12.28 crores** during **last 10 (ten) years** as on last date of month, previous to the commencement date of sale/ download of tender.

Notes:

- i. The completed single order means the scope completed in all respect against a contract awarded to bidder for which completion certificate or similar documentary evidence has been issued by his client.
- ii. The cost of completed order shall mean gross value of the completed scope including all the taxes and levies, escalation (if any, along with calculation sheet), cost of material supplied by the client on chargeable basis but excluding those supplied free of cost. The cost of chargeable material shall be the fixed value at which the client had supplied the material.
- iii. If the bidder has completed a contract on EPC/ Turnkey basis and the scope described in the PQR/tender constitute a portion of that EPC/ Turnkey order, the total cost of the portion of similar work in EPC/ Turnkey taken from Bill of Quantity (BOQ) will be considered for the evaluation.
- iv. Completed order means scope completed in all respect against a Contract awarded to the Bidder for which a completion certificate or similar documentary evidence certifying completeness of order is issued by the client. The order which is completed on or before the last date of month, previous to the commencement date of sale/download of tender shall only be considered for evaluation.
- v. In case the order is started prior to the eligibility period (counted backwards starting from the last day of month, previous to the commencement date of sale/download of tender) and completed within the said eligibility period, then the full value of order shall be considered against eligibility.
- vi. Bidder shall furnish the above information along with the bid as per format **Annexure-IB**
- vii. In case the experience has been earned by the bidder;
 - a. As an individual or proprietorship firm or a partnership firm/ or a Company or any other legal entity, then 100% value of experience will be considered against eligibility.
 - b. As a partner of a partnership firm, then value of experience in partnership firm will not be considered against eligibility of Individual partner.
 - c. As a partner in a Joint Venture (Unincorporated) /Consortium, then the proportionate value of experience in proportion to the actual share of bidder in that joint venture (Unincorporated) / consortium will be considered against eligibility. The bidder shall furnish inf

ormation regarding the actual percentage of share and value of experience accordingly.

Documents required for above para-A2:

PO/WO copy and Completion certificate issued by Client/Customer, Final Shipping Release/ Material Release along with receipted Delivery Challan, receipted Lorry Receipt etc., issued/endorsed by the client of the bidder which can establish that order has been completed.

B. Financial qualification:

B1. Average Annual Financial Turnover:

The average annual financial turnover of the bidder, in the preceding three (3) consecutive financial years (FY 2024-25 , 2023-24, 2022-23) i.e. audited statements of last three financial years as on bid due date should not be less than **Rs. 23.04 crores**. It is to be submitted in the format attached at **ANNEXURE E-IC**.

B2. Solvency:

Solvency Certificate as per the attached format in **Annexure-ID** issued by a Nationalized or any Scheduled Bank (other than Cooperative bank) in favor of the bidder should be for a value (in INR) not less than **₹15.36 crores**.

The Solvency certificate should have been issued within 6 months from original last date of the submission of the bid. The bidder has to upload a self-certified scanned copy along with the bid.

OR

Net Worth:

Net Worth of the Bidder as per the latest audited financial year previous to the one in which tender sale/download has been commenced as published on e-tendering portal shall not be less than the value (in INR) not less than **₹15.36 crores**.

Also, the net worth of the company has not been eroded by more than 30% (thirty percent) in the last three audited financial years previous to the last day of month previous to the commencement date of sale of tender.

Net worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but it does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

The Net worth Certificate issued by practicing Chartered Accountant with his seal, signature, membership number/FRN and UDIN shall be submitted by the bidder to substantiate their claim as per **Annexure-IE**.

OR

Credit Rating:

Credit rating of the bidder for long term debts (valid as on commencement date of sale/download of tender, if rated) by any of the RBI approved rating agency shall be at least **"Investment Grade"**.

Copy of rating certificate or certified copy of relevant pages(s) of Annual report reflecting

Credit Rating duly certified by practicing Chartered Accountant on its letterhead with his seal, signature, membership number/FRN and UDIN shall be submitted by bidder to substantiate their claim.

OR

Line of Credit:

Bidder shall submit documentary evidence from a nationalized or any scheduled bank (other than Cooperative Bank), stating that in the event of the contract being awarded to the bidder, they will provide, if need arises, line of credit to the bidder for an amount of not less than the value of **₹15.36 crores**

The line of credit certificate should have been issued within 6 months from original last date of the submission of the bid. The bidder has to upload a self-certified scanned copy along with the bid.

General Notes:

i. Financial data comprising of Annual Financial Turnover, and Profit before Tax, shall be submitted in **ANNEXURE-IC** duly certified by a practicing Chartered Accountant (CA) on his letter head with his signature, stamp, firm no., membership no. and UDIN. The scanned copy of this certificate shall be uploaded by the Bidder along with Bid. The original of the CA certified financial data as per **ANNEXURE-IC** shall be kept with Bidder and shall be produced for verification whenever sought for.

ii. In case Bidder's balance sheet of the last financial year is not audited the Bidder has to upload a certificate from a practicing CA certifying that "the balance sheet has actually not been audited so far". In such case the financial data of previous three/ five (as applicable) audited financial years shall be taken into consideration for evaluation.

iii. In case of non-Indian Bidder, the financial data shall be certified by a practicing Chartered Accountant registered in India. The exchange rates to be used for conversion to INR shall be as per bills selling exchange rates established by The State Bank of India prevailing on the last day of respective financial year.

iv. Bidder shall furnish documentary evidence / proof to substantiate the technical and financial qualification requirements (Copy of purchase order (s), shipping release along with receipted delivery challans, wherever required job completion certificates/ certificate from the purchaser's authority.

v. The value of work done/ completed order meeting qualification requirement shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, for work done in India and 2% in case work is done outside India as follows:

a. **For the contract(s) with price adjustment:** on the base order value of the contract from the month & year of base date specified in the executed contract(s) to the last day of the month previous to the one in which NIT is published on e-tendering portal.

b. **For the fixed price contract(s):** on the order value from the month & year of original Contractual Completion date specified in the executed contract(s) to the last day of the month previous to the one in which NIT is published on e-tendering portal. In case multiple original Contractual Completion dates are specified in the contract(s), last original Contractual Completion date will be considered.

vi. It is expected that bidder has submitted the bid documents after getting himself satisfied that they meet the Qualification Criteria set in the tender. In addition to Qualification Criteria, the bid shall meet all other techno-commercial requirements given in the tender, wherever no deviation has been accepted. If required, the factory evaluation shall also be carried out, to ascertain the manufacturing competency of the bidder for indented items.

vii. Unless or otherwise stated, all facilities/ resources/ requirements mentioned in QR shall be available with bidder as on last date of month previous to the commencement date of sale/download of tender. No futuristic commitment (s) from bidder(s) against QR shall be considered for evaluation.

viii. IBC (Insolvency and Bankruptcy Code) details/declaration shall be submitted by the bidder and shall meet criteria as per **Annexure-3**.

ix. **Qualifying requirements document authentication**

Unless otherwise specified, documents submitted by the bidder (s) in support of meeting qualification requirements (Technical and financial), shall be duly certified (i.e., digitally signed) and verified from its independent auditor or any of the specified TPIA (Third party Inspection Agency).

Annexure- 1B

FORMAT OF SINGLE ORDER REQUIREMENT FOR SUPPLY CONTRACTS.

1. Name of the work		
2. PO no./ Contract no./ Work order No/ Agreement no (Attach BOQ and rate details)		No.
		Date
3. Details of Purchase/Customer/ Client a. Name b. Address c. Phone d. E-mail		
4. Actual Date of Completion:		
5. Value of work done on completion: a. Value of work on completion b. Value of Work on completion after escalation as per QR clause.		
6. Reference number and date of Purchase/Customer/ Client's completion certificate or similar documentary evidence certifying completeness of work issued by Purchase/Customer/ Client. (Attach the copy)		
Notes: a. Separate Format shall be used for each member in case of JV (unincorporated) / Consortium. All such documents shall reflect the data of the bidder or member in case of JV (unincorporated) /Consortium and not that of sister of parent company. b. The bidder shall fill the relevant details in format. If the bidder fills that the details are "as per enclosed/attached annexure", then such submission will not be considered for evaluation. c. Documentary evidence for bill selling exchange rates of SBI, if applicable.		

FINANCIAL DATA**(on the letter head of the Chartered Accountant)**

This is to certify that the financial data of M/s ----- having PAN no. -----, Regd. Office address: ----- are as follows.

Amount (₹ in Lakhs)

Sr. no.	Description	Audited Financial Data for Last Five Financial Years				
		Year _____	Year _____	Year _____	Year _____	Year _____
1.	Annual Financial Turnover					_____
2.	Average annual Financial Turnover for preceding 3 financial years					_____
3.	Profit Before Tax (PBT) for preceding five/ seven (as applicable) financial years					

We have obtained all the information from the Bidder which is necessary for the purpose of certification. It is certified that the all information are correct to the best of our knowledge and belief. It is also certified that during certification, all supporting documents were examined by us.

(Signature, seal having membership no. / FRN of CA with UDIN)

Date:

Notes:

1. The information is to be certified by a practicing Chartered Accountant on his letterhead, under his signature and seal having membership no. / FRN and UDIN. Bidder shall fill the data in excel sheet as mentioned in the certificate and then upload the certificate with bid.
2. Separate Format shall be used for each member in case of JV. All such documents shall reflect the financial data of the bidder or member in case of JV and not that of sister of parent company.
3. For the purpose of this certificate Annual Turnover shall mean "Sale Value or Operating Income.
4. In case audited financial data of the immediately preceding financial year is not made available by the bidder, he has to upload a certificate issued by a practicing Chartered Accountant on his letter under his signature and seal having membership no. / FRN and UDIN stating that "*the balance sheet for FY has actually not been audited so far*". In such case bidder shall provide the financial data of last three / five audited financial years as the case may be, same shall be taken into consideration for evaluation.

SOLVENCY CERTIFICATE ON LETTER HEAD OF BANK

This is to state that to the best of our knowledge and information that M/s..... having/registered office address..... is customer maintaining his accounts with our branch since..... As per records available with the bank, M/s..... can be treated as solvent up to a limit of Rs..... (Rupees in words.....).

It is clarified that the above information is at the specific request of the customer. This certificate is issued without any guarantee or responsibility on bank or any of the offices.

Name, designation, Signature with seal of bank

Notes:

1. Bankers Certificates should be on letter head of the Bank, addressed to tendering authority.
2. In case of Partnership firm, certificate should include names of all partners as recorded with the Bank.

Form for Certificate of Net Worth from Chartered Accountant

“It is to certify that as per the audited balance sheet and profit & loss account during the financial year, the Net Worth of M/s (Name and Registered Address of individual / firm / company), as on (relevant date) is Rs.after considering all liabilities.

It is further certified that the net worth of the company has not been eroded by more than 30% (thirty percent) in the last three audited financial years previous to the last day of month previous to the commencement date of sale of tender”.

Net Worth shall mean aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

Signature of Chartered Accountant.....

Name of Chartered Accountant.....

Membership No. / FRN of ICAI.....

Date and Seal with UDIN.....

Conditions of Insolvency and Bankruptcy Code, 2016 (IBC)

Offer from the following Bidders will not be considered:

Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code).

Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage of evaluation of the Bid.

The Bidder who is insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors rights or otherwise ceases to conduct business in the normal course shall be ineligible to participate in the tender.

It will be the responsibility of the Bidder to inform within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.

If Bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their Bid or at any later stage, their offer is liable to be rejected.

NPCIL reserves the right to cancel/terminate the contract without any liability on the part of NPCIL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

NPCIL reserves its right to evaluate and finalize the tender without considering the Bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.

A declaration/undertaking shall be submitted by the Bidder in the Format as per **Annexure-3** along with techno commercial Bid.

DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016

TenderNo.:.....Name of Work:.....

Bidder's Name:.....

I/ We,M/s. _____ declare that:-

- i. I /We am / are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.
- ii. I /We am / are undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date as per details mentioned below.

Note: Strike out one of above which is not applicable.

It is understood that if this declaration is found to be false, Nuclear Power Corporation of India Ltd. shall have the right to reject my / our bid, and forfeit the EMD, if the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including holiday listing) available to NPCIL

Place:

Date:

Signature of Bidder with Name and stamp of Signatory

Verification of authenticity of Documents submitted by the bidder in support of meeting the QR (Qualifying Requirement)

- a) The Bidder who wish to participate in tender shall be required to submit duly certified (i.e., digitally signed) and verified documents from its Independent Statutory Auditor (ISA) or any of the specified TPIA (*Third Party Inspection Agencies*) in support of meeting QR (Qualifying Requirement (viz. *Technical, Financial & Commercial*) along with a certificate/undertaking regarding verification of authenticity of documents as per proforma attached (i.e., ***Annexure-I or Annexure-II***, as the case may be) before the due date of submission of the bids. All the documents (including the Annexure-I or Annexure-II, as the case may be) submitted by the bidder in support of meeting QR shall be digitally signed by Independent Statutory Auditor or any of the above specified TPIA.
- b) Bidder shall submit PDF document(s) that are digitally signed by Independent Statutory Auditor or any of the specified TPIA mentioned in Annexure-III as follows:
- i. Bidder must obtain the digitally signed PDF document(s) only from the Independent Statutory Auditor or any of the specified TPIA.
 - ii. Bidder should upload only the same digitally signed PDF document as obtained from TPIA/ISA.
- c) In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the TPIAs as mentioned in ***Annexure-III***. However, Bidders must verify the accreditation validity of the designated TPIA before proceeding to engage them for document certification.
- d) The following website may be referred for contact details and accreditation validity of above mentioned TPIAs:<https://nabcb.qci.org.in/inspection-body/>
- e) These certified (i.e., *digitally signed*) & verified documents (*by either independent Statutory Auditor or Bidder or TPIA*) shall only be considered to ascertain the bidder's compliance to QR. Any document pertaining to QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, and submitted along with a certificate/undertaking as per the proforma attached (i.e., ***Annexure-I or Annexure-II***, as the case may be) shall not be considered verified/ certified for the purpose of evaluation, and the bid shall be liable for rejection as being non-responsive.
- f) The Bidder shall be responsible to get their documents/ credentials in support of QR verified & certified by their Independent Statutory Auditor(s) and/ or specified TPIAs. All the costs of independent statutory auditor or TPIA pertaining to third party verification and certification shall be borne by the Bidder. Employer/ Buyer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Independent Statutory Auditor.
- g) In case a bidder submits documents / credentials duly certified/verified by its Independent Statutory Auditor or specified TPIA for an earlier tender of NPCIL, the same can be submitted in present tender and would be acceptable to be considered for purpose of evaluation subject to fulfilment of QR as stipulated in tender/bid document.
- h) Where appointment of Independent Statutory Auditor is mandatory as per statute under which bidder has been incorporated, such bidder has the option to submit the duly certified and verified documents from any of the specified TPIA or by its Independent Statutory Auditor in support of meeting QR along with attached Annexure - I /Annexure - II. Documents certified and verified by TPIA or Independent Statutory Auditor or a combination of both agencies are acceptable.
- i) It is clarified that where appointment of independent Statutory Auditor is not mandatory as per statute under which bidder has been incorporated, the option of certification from specified TPIA shall only

y be considered for such bidder and such bidder has to submit the duly certified and verified documents from any of the specified TPIA in support of meeting QR along with attached Annexure – II only.

j) The credentials which are required to be self-filled (i.e., not issued by third party viz. client, CA et c) and submitted by Bidders as per proforma (i.e., Formats/Annexures/Appendix) mentioned in tender document as well as self-undertaking(s) required to be submitted in compliance of QR need not to be certified & verified for authenticity through Independent statutory auditor or TPIA.

k) List of QR related documents required to be certified & verified for authenticity from Independent Statutory Auditor or TPIA as mentioned in **Annexure-IV**.

l) NPCIL reserves the rights of getting the documents cross verified from the documents issuing authority. NPCIL reserves the right to call upon the bidder to produce original of all the documents uploaded for meeting QR for verification at any stage.

m) Moreover, Submission of bid by bidder shall mean unconditional and absolute acceptance of the below mentioned undertaking. In case of any deviation to the below mentioned undertaking in part or full, it shall result in disqualification and rejection of bid.

Undertaking from Bidder

All the QR documents and credentials submitted/uploaded as a part of this tender have been verified from the Original Documents and/ or Client for authenticity by Independent Statutory Auditor or TPIA (as the case may be).

It is certified that none of the documents are false/forged or fabricated. All the documents submitted have been made having full knowledge of

i) The provisions of the Indian laws in respect of offences including but not limited to those pertaining to criminal breach of trust, cheating & fraud and

ii) Provisions of bidding/tender conditions which entitle NPCIL to initiate appropriate action in the event of such declaration turning out to be a misrepresentation or a false representation.

It is further certified that additional documents, if any required to be submitted by us (Bidder) on request of NPCIL shall be submitted under my (Bidder's) knowledge duly verified from the Original Documents and/ or Client for authenticity by Independent Statutory Auditor or TPIA (as the case may be) and those documents shall also be true, authentic, genuine, exact copy of its original & shall not be false/forged or fabricated."

Format Undertaking from Independent Statutory Auditor

(On **letter head digitally signed** by a person duly authorized to Sign on behalf of the Statutory Auditor)

Ref. No:

Date:

To,`

NPCIL

.....

Subject: Authentication of veracity of documents submitted by M/s (Bidder's Name & PAN Number) in support of meeting the QR (Qualifying Requirements) reg.

Ref :

Bid no./Tender no.....

Name of the Work/ Tender:.....

Dear Sir,

M/s.....(hereinafter called Bidder) having Registered office at.....
..... Intend to participate in above referred tender of NPCIL having registered office at 16th Floor, Centre I World Trade Centre, Cuffe Parade, Colaba, Mumbai 400005- India.

We, M/s has been appointed as Independent Statutory Auditor for the Bidder i.e. M/s..... (Relevant documents on our appointment attached).

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to QR duly verified and certified by Independent Statutory Auditor of Bidder.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic:

S. No.	Document reference no. & date	Name of Document
1.		
2.		
3.		
.....(so on)

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s.....

(bidder's name) and hereby certify following:

.....

This certificate is issued at the request of M/s (bidder's name) for the purpose of participating in tender/s.

Thanking you,

.....

* Strike off, whichever is not applicable.

Format for Undertaking from TPIA (Third Party Inspection Agency)

(on **letter head digitally signed** by a person duly authorized to Sign on behalf of the TPIA)

(Mandatory in case of bidders where the appointment of statutory Auditors is not mandatory as per statute under which bidder has been incorporated (viz. Proprietorship, Partnership firms etc.))

Ref. No.:

Date:

To,

NPCIL

.....

Subject: Authentication of veracity of documents submitted by M/s (Bidder's Name & PAN Number) in support of meeting the Qualifying Requirements (QR) reg.

Ref:

Bid no./ Tender no.

Name of the Work/Tender:

Dear Sir,

M/s. (hereinafter called Bidder) having Registered office at

intend to participate in above referred tender of NPCIL having registered office at 16th Floor, Centre I World Trade Centre, Cuffe Parade, Colaba, Mumbai 400005- India.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to QR duly verified and certified by a specified independent TPIA as per the list mentioned in the tender/bid document.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic:

S. No.	Document reference no. & date	Name of Document
1.		
2.		
3.		
.....(so on)

All the aforesaid documents have been digitally signed by us as a certificate of authenticity.

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

We further confirm that we are registered under NABCB accredited Inspection bodies who have been accredited as per the requirement of ISO/IEC 17020 as Type 'A' in QCI's NABCB website (<https://nabcb.qci.org.in/inspection-body/>) and our accreditation is valid as on the date of issue of this undertaking.

This certificate is issued at the request of M/s (bidder's name) for the purpose of participating in the subject tender/s.

Thanking you,

.....

Details of TPIA (Third Party Inspection Agencies)- consent obtained for inclusion in NPCIL list of TPIAs					
S. No.	TPIA Name	Email Address	Phone no.	Contact Person Name	Address (mostly Main Office or Head Office Address)
1	Société Générale de Surveillance / SGS India Pvt. Ltd. (SGS)	sgs.india@sgs.com , vishwas.nakhwa@sgs.com	(+91) 22 6187 0110; (+91) 77384 99740	Vishwas Nakhwa, National Manager - Quality, Industrial Services	NITCO BIZ PARK, 5th Floor, Plot No. C/19, Road 19, Wagle Industrial Estate, MIDC, Thane (West) - 400604, Maharashtra
2	International Certification Services Pvt. Ltd.	info@icsasian.com	(+91) 22 2650 7777 - 82	Sundar Kataria, Managing Director	22 / 23, Goodwill Premises, Swastik Estate, 178, CST Road, Kalina, Santacruz (East), Mumbai - 400 098 (Maharashtra)
3	TUV Rheinland (India) Pvt. Ltd.	Ravi.Kumar@india.tuv.com	080 46498211	V Ravikumar, Vice President - Industrial Services & Cybersecurity	D S Business Galleria, Office no.1209, 12th floor, LBS Marg, Kanjur Marg (West), Mumbai, Maharashtra-400078
4	TÜV SÜD South Asia Pvt. Ltd.	Dharmendra.Mishra@tuvsud.com	(+91) 20 6754 5555	Dharmendra Mishra, Quality Manager	TÜV SÜD House, Off. Saki Vihar Road, Saki Naka, Andheri (E), Mumbai- 400072, Maharashtra
5	Intertek India Pvt. Ltd.	sibendranath.roy@intertek.com	011 41595535, 9560311566	Sibendranath Roy, National Technical Quality Manager	E-20, Block B-1, Mohan Cooperative Industrial Area, Mathura Road, New Delhi - 110044
6	Competent Inspectorate and Consultants Pvt. Ltd.	Drrama@cicpl.co , nmk@cicpl.co & Ashok@cicpl.co	(+91) 40 23072500 9912192500, 9666634503 & 9573213267	Rama Dasu Pittala, Managing Director	#104,203-Park View, Plot Nos 5 & 6, Pushpak Cooperative Housing Society Prashantinagar Industrial Estate, Kukatpally, Hyderabad-500072
7	KBS Certification Services Pvt. Ltd.	director@kbsindia.in	(+91) 129 4034513	Kaushal Goyal, Managing Director	110, Rupa Solitaire, Building no. A1, Sector 1, MBP, Mahape, New Mumbai - 400710
8	ICS India Pvt. Ltd.	icsindiainmarketing@gmail.com	020-66141844	Nitin B. Patil, Managing Director	ICS House, 17-18, Omkar Industrial Premises Cooperative Society Ltd., Sector 7, Plot No. 139, PCNTDA, Pradhikaran, MIDC Bhosari, Pune - 411026, Maharashtra
9	Assure Quality Management Certification Services Pvt. Ltd.	aqmcs@aqmcs.com	(+91) 9216183238	Joginder Chahal, Director	1172, Sector-11, Panchkula -134109, T. Ricity Chandigarh
10	International Inspection Services Private Limited	iispl@iispl.net	(+ 91) 9866000019	G Abdul Sathar, Director	Plot No 29, # 5-6-137/6/4/2, Behind Metro, Sri Sai Nagar Colony Sai Baba Temple, Kukatpally, Hyderabad-500072, Telangana

11	Hertz Inspection & Services Pvt. Ltd.	hertz.1973@gmail.com	(+ 91) 268 2554273, (+ 91) 9558812389	Vijendra Parmar, Director	A-27, "JAY RAJ" Shyamli Society, B/H Samta Party Plot, Petlad Road At Nadiad. PIN. 387002. Dist. Kheda (Gujarat)
12	Industrial Inspection and Verification Services (I) Pvt. Ltd.	amar.bhardwaj@iivsipl.com	(+91) 120-4574817	Amar Bhardwaj, Business Development Engineer	C-11, 3rd Floor, Sector 10, Noida 201301, Uttar Pradesh,
13	Ravi Energie Pvt. Ltd.	baroda@ravienergie.com , smita@ravienergie.com	(+)0265 - 226069, 2361740	Smita M. Joshi, Director	S-15 A/B India Bulls Mega Mall Jetalpur Road Vadodara, 390020, Gujarat
14	IRCLASS Systems & Solutions Private Limited	bijaynair@irclass.org	(+91) 22 71199543	Lt Cdr Bijay Nair, Associate Vice President, Head (Quality , Training)	4th Floor, New Building , 52 A, Adi Shankaracharya Marg, Opposite Powai Lake, Powai, Mumbai - 400072, Maharashtra
15	Quality Services & Solutions Pvt. Ltd.	pk.gupta@qssindia.com	(+91) 022 25424559	P K Gupta, General Manager	Flat No-08, Wing -A, 3rd Floor, Moiz Apartment, 12th TPS Road, Santacruz (East), Mumbai - 400055, Maharashtra
16	Aaditech Inspections & Services Pvt. Ltd.	info@aaditech.com	011 43044550, 9810927632	B K Jain, Director	268, Aggarwal City Plaza, Sector-3, Rohini, New Delhi-110085
17	Phistream Consulting Pvt. Ltd.	harsh@phistream.com	(+91) 120 4749646	Harsh Priyadarshy, Deputy General Manager	BR-78, Sector 116, Noida, Uttar Pradesh - 201301
18	Conformity India International Pvt. Ltd.	bedi@ciindia.in	(+91) 11 28114433, 28114455	G. S. Bedi, General Manager	A - 33, 2nd floor, Mayapuri Industrial Area, Phase -1, New Delhi 110064
19	Geochem Laboratories Pvt. Ltd.	a.k.saxena@geochem.net.in	(+91) 22 66383838	A.K.Saxena, Director-QA	Geo Chem House, 294, Shahid Bhagat Singh Road, Fort, Mumbai-400001
20	Edlipse Engineering Global Private Limited	edlipse.engg@gmail.com	(+91) 120 4922793	Sukrati Pathak, Director	A-802, Sugar Palm, Omaxe Palm Greens Society, Sector-MU, Greater Noida 201308
21	IRC Engineering Services India Pvt. Ltd.	training@ircengg.co.in	(+91) 11 26468092 , 8860352791	A.P. Chouhan, General Manager	A-53, Sector-63, Noida, Uttar Pradesh-201301
22	RSJ Inspection Service Limited (RSJ)	Yuvraj.jambhale@rsjqa.com , sarath@rsjqa.com , sonal@saggi@rsjqa.com	(+91) 9811873734, 9899901861, 9535921324	Yuvraj Jambhale, Quality Manager	B - 58, Sector 60, Noida, Uttar Pradesh

23	Bureau Veritas (India) Pvt. Ltd.	shyam.deshmukh@bureauveritas.com	(+91) 22 62742000 / 01/02	Shyam Dnyaneshwar Deshmukh, TQM MANAGER (SAR)	72, Business Park, Ground Floor, Marol Industrial Area, MIDC Cross Road 'C', Andheri (East), Mumbai - 400 093
24	TCRC Inspections Pvt. Ltd.	admin@tcrcinspections.com , abhijit@tcrcinspections.com			
25	DNV Business Assurance India Pvt. Ltd.	shankar.shivaratri@dnv.com	-	Abhijit Dey	204/205, Shiv Industrial Estate, KV Bal Mukund Marg, Chinchpokli (East), Mumbai - 400 012
26	BSCIC Certifications Pvt. Ltd.	shankar.shivaratri@dnv.com	(+91 22 61768909	Shankar Shivaratri, Senior Inspection & Product Assurance Manager	Equinox Business Park, Tower 3, 6th Floor, Off Bandra Kurla C (West), Mumbai - 400070, Maharashtra

Annexure-IV

List of QR related documents required to be certified & verified for authenticity from Independent Statutory Auditor or TPIA

Bidder needs to submit - All the documents as specified in the qualifying requirement (QR) to be certified & verified for authenticity from independent statutory auditor or TPIA.

4.0 Clause regarding IP (Integrity Pact) and IP Security

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

4.1) 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)

4.2) 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.
- vi) The bidders who are exempted for submission of EMD as per GEM GTC, they shall submit Bid Security Declaration as per Annexure-I to this GEM Bid documents.

5.0. In case of two part tenders, the Bidder shall take special care not to mix up any price details required to be submitted against Part-II (Price bid) with Part-I (Technical & Commercial bid except price) and vice versa. Any violation of the above shall lead to summarily rejection of bid as being non-responsive.

6.0. Wherever asked for, the bidder shall be required to submit complete break-up of "Total Price" as per prescribed "Price Bid Break-up/SOQR" format in GeM Portal. In such case, the non-submission of the "Price Bid Break-up/SOQR" or submission of irrelevant document or submission of No/Nil value against all items of the "Price Bid Break-up/SOQR" shall lead to rejection of such bids. However, in case No/Nil rate is quoted against some of the item(s), the price of such item(s) shall be deemed to be zero.

7.0. Addition/deletion/modification of any item in the prescribed "Price Bid Break-up/SOQR" format is not acceptable unless authorized by Buyer and accordingly, bids with any unauthorized addition/deletion/modification in the prescribed "Price Bid Break-up/SOQR" format shall be summarily rejected.

8.0. Calculations for Price Bid Evaluation for Single Packet/ Part Bids, Part-II (price bid) evaluation for Two Packet/ Part Bids and Contract Order Placement:

8.1. For Price Bid Evaluation as per price evaluation criteria as well as for award of contract, "Total Price" quoted by Bidder in GeM Portal shall only be considered. The same "Total Price" shall only be considered for other purposes (i.e., negotiation, price matching in case of MSE/MII purchase preference/Bid splitting, Financial score in case of QCBS tenders, Reverse Auction (RA) etc).

However, the "Price Bid Break-up/SOQR" submitted in GeM Portal or "Price Bid Breakup/SOQR" arrived at as per calculations mentioned in below clauses, as the case may be, will only be used as price breakup for the purpose of interim/running bill payments.

8.2. The "Total Price" quoted should match with the total of price of all items of the "Price Bid Break-up/SOQR".

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

8.4. In case of mismatch between "Total Price" quoted by Bidder in GeM Portal and total of price of all items of the "Price Bid Break-up/SOQR", the "Total Price" quoted by Bidder in GeM Portal only shall be considered. The prices of all the items of the "Price Bid Break-up/SOQR" mentioned by the Bidder in the submitted document in GeM Portal, will stand adjusted accordingly in proportion to the weighted average of item-wise amount.

8.5. Bidder gets option to submit Revised "Price Bid Break-up/SOQR" during Negotiation or Reverse Auction (RA). While submitting the Revised "Price Bid Break-up/SOQR", the Bidder should not increase price of any item(s) from the originally submitted (i.e., uploaded at time of Bid submission) "Price Bid Break-up/SOQR". In case, during negotiation price is increased for any item(s) by the bidder, the same shall not be accepted and will be dealt as stipulated in point 4 above.

8.6. In case of price matching scenario during MSE/MII Purchase Preference/ Bid splitting, the originally submitted price of each of the items of the "Price Bid Break-up/SOQR" will stand corrected by a uniform percentage. This uniform percentage shall be equal to the percentage difference between the originally quoted "Total Price" and the "Total Matched Price" expressed with reference to the originally quoted "Total Price".

9.0. Submission of Payment Documents: The Seller shall submit Original invoice clearly marked for "Bill to" and "Shipped to", Annexure-F, 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 payments is to be released in a time bound manner, non-receipt of these documents in time may lead to rejection of supplies.

10.0. Documents during representation: The clarification / documents submitted during the representation time shall not be considered for evaluation.

11.0. 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 %.

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

13.0. Generic

13.1 The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.

13.2 The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.

13.3 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.

14.0 Priority of Documents

The documents forming the contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of documents shall be in accordance with the following sequence:

- a) Contract Agreement / Purchase Order issued through GeM
- b) Additional Terms & Conditions
- c) General Terms and Conditions on GeM
- d) Technical Specifications
- e) Drawings and technical documents finalized / approved during the execution of contract

15.0. Engineer In-Charge Designation: SME(M), MAPS-1&2.

16.0 Contractor Obligation

a) The Contractor shall design (to the extent specified in the Contract), procure / manufacture (including associated Purchases and/or sub-contracting), inspect, test, pack and supply the Stores with due care and diligence in accordance with the Contract and with the Purchaser's instructions, and shall remedy any defects in the Stores occurring in defect liability period, and remedy latent defects within a further period of five (05) years from end of defect liability period.

b) The Contractor shall be deemed to have carefully examined all Contract documents and obtained clarifications from the Purchaser where needed to his entire satisfaction before submitting the bid. In particular, and without prejudice to the foregoing conditions and in addition thereto, when tenders are called for furnishing Particulars, the Contractor's tender to supply in accordance with such Particulars shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and no claim on his part which may arise on account of non-examination or misunderstanding of the Particulars will, in any circumstances, be considered/payable by the Purchaser.

17.0 Sub-contracting

The Contractor shall not sub contract any or all of the work without written consent of the Purchaser /Buyer. The Contractor shall be solely responsible to the Purchaser/ Buyer for all work including that of the sub-contractor, if allowed by the Purchaser/ Buyer.

18.0 Subletting or Assignment of Contract

The Contractor shall not sublet, transfer or assign the Contract or any part thereof or bills or any other benefits, accruing there from or under the contract without the prior written consent of the Purchaser/Buyer. Such assignment or sub-letting if approved by the Purchaser/ Buyer shall not relieve

the Contractor from any contractual obligation or responsibility under the Contract.

Any breach of this condition shall entitle the Purchaser to cancel the Contract or any part thereof and to purchase from other sources as per relevant clause of Tender (Cancellation/Termination of Contract in Full or Part) hereof and/or recover from the Contractor damages arising from such cancellation.

19.0 Contractor's Quality Assurance

Procurement, Manufacture & Supply of Stores by the Contractor or Subcontractor(s) shall be subjected to Purchaser's/ Buyer's Quality Assurance (QA) requirement as per relevant clause of the Tender (Quality Assurance, Inspection, Acceptance and Rejection).

20.0. Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.

21.0. Requirement with respect to Domestic Value Addition:

(i) Both Class-I & Class-II Local Suppliers are eligible against this GeM bid.

(ii) Bidder shall upload a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of supplier other than companies) giving the percentage of local content as Class-I / Class-II Local Supplier.

22.0. De-minimis Level: It may kindly be noted that NPCIL has no reservation about import procurement, if it is necessary, for subject of package. However, bidder shall ensure that items to be imported to India do not have US origin components above the de-minimis level.

23.0. Forms of EMD:

Bidders can also submit the EMD with Account Payee Demand Draft in favour of Manager (F&A), C&MM, Nuclear Power Corporation of India Limited payable at Mumbai. 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.

OR

Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of Manager (F&A), C&MM, Nuclear Power Corporation of India Limited. 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.

OR

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name :

Manager (F&A), C&MM,

Nuclear Power Corporation of India Limited

Account No. 10937613157

IFSC Code: SBIN0004791

Bank Name: STATE BANK OF INDIA, OVERSEAS BRANCH,

Branch address: WORLD TRADE, 2ND FLOOR, ARCADE BUILDING, CUFFE PARADE, MUMBAI,400005

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of online transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

OR

Bidder can submit Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks in an acceptable form. Bidder has to upload scanned copy / proof of the BG along with bid and has to ensure delivery of hardcopy to the Buyer within 5 working days of Bid End date / Bid Opening date.

24.0. 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.

24.1 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:

24.1.1. Involvement in cartel formation during bidding.

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

24.1.3. 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.

24.1.4. Malafide / unlawful acts / malpractices or improper conduct on part of Contractor based on the approved findings of the Investigation Agency.

24.1.5. 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.

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

24.1.7. 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.

24.1.8. 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.

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

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

24.1.10.1 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 a intent to gain unfair a

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;

24.1.10.2 Disclosure of conflict of interest

24.1.10.3 Disclosure by the bidder of any previous transgression made in respect of the Provisions of above 24.1.10.1 with any entity in any country during the last three years or of being debarred/ banned by any other procuring entity.

24.2 Show Cause Notice

24.2.1 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. 24.1.

24.2.2 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.

24.3 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.

24.4 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:

24.4.1 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.

24.4.2 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.

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

24.4.4 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.

24.4.5 The completion certificate issued to the contractor shall make a mention regarding banning during execution of the contract.

24.4.6 Banned bidders shall not be permitted to submit their bid. The bid submitted by the banned bidder shall be summarily rejected.

24.4.7 Contracts concluded before the issue of the banning order shall, not be affected by the banning order.

24.4.8 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".

24.4.9 Banning in any manner does not impact any other contractual or other legal rights of NPCIL.

24.4.10 Banning under the provisions of Banning of Business Dealings of NPCIL is applicable only for NPCIL.

24.5 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.

25.0. Quality surveillance:

25.1 Stores covered by the Contract shall be subjected to quality surveillance and inspection by the Purchaser's authorised Inspector.

25.2 The Seller shall establish a quality surveillance and inspection plan in consultation with the Inspector or inspection agency and have it approved by the Purchaser before start of manufacture. The Seller shall give notice of readiness of Stores for inspection to the Inspector and shall perform all tests and inspection in presence of the Inspector as per the terms of the Purchase specifications and approved inspection plan.

25.3 Any Stores submitted for inspection and rejected by the Inspector must be removed by the Seller within fourteen days from the date of receipt of intimation of rejection provided that in case of dangerous, infected or perishable Stores, the Inspector (whose decision shall be final) shall notify the Seller to remove such Stores within 48 hours of receipt of intimation of rejection and it shall be the duty of the Seller to remove such rejected Stores and the same shall lie at the Seller's risk from the time of such rejection and if not removed within the aforementioned time, the Purchaser shall have the right either to return the rejected Stores to the Seller at the Seller's risk by such mode of transport as Purchaser may select or dispose off or segregate such Stores as he thinks fit at the Seller's risk and on his account and appropriate such portion of the proceeds as may be necessary and recover any damages or expenses incurred by the Purchaser in connection with said sale and storage if any. Freight paid by the Purchaser on Stores received and rejected after examination at destination shall be recoverable from the Seller.

25.4 The Stores shall be offered by the Seller for inspection at such places as may be specified by the Inspector at the Seller's risk, expense and cost.

25.5 The stores received by the Purchaser will also be subject to inspection and test as may be considered necessary by the Inspector and his decision as regards rejection of Stores shall be final and binding on the

e Seller. If any stores are rejected as aforesaid without prejudice to the foregoing provision, the Purchaser shall be at liberty to: -

I. Allow the Seller to resubmit Stores in replacement of those rejected within a time specified by the Purchaser (which time shall become essence of the Contract), the contractor bearing the cost of freight for such replacement without being entitled to any extra payment thereof.

II. Buy the quantity of Stores rejected or other items of similar nature elsewhere without affecting the Seller's liability as regards the supply of any further consignment(s) due under the Contract, if the said Contract has not been cancelled or Terminate the total contract or portion thereof and recover damages from the Seller on that account.

25.6 Where consignments are required to be delivered / despatched after inspection by the Inspector as per the Contract, a Shipping Release issued by the Inspector shall be enclosed along with the delivery challan or other shipping documents viz. (Lorry Receipt, Railway Receipt) accompanying the consignments.

25.7 Test Certificates and Guarantee Certificates if required by the Inspector shall be obtained and furnished to him free of cost by the Seller and/or from the specified agency.

25.8 Items will be inspected prior to dispatch. Please intimate readiness of item to Executive Director, QA (C-1), Nuclear Power Corporation of India Limited, Nabhikiya Urja Bhavan, Anushaktinagar, Mumbai - 400 094, E-mail ID: ed.qa@npcil.co.in Phone No.: 022-25995036 or its authorized Representative for arranging inspection and issue of shipping release, under intimation to the undersigned. The items shall be dispatched only after pre-despatch inspection has been carried out by our inspection authority and Shipping Release is obtained in writing. The supplier shall render all required assistance to the inspecting authority to carry out the inspection.

26.0. Right of Recourse under Civil Liability for Nuclear Damages Act 2010 & Rule 2011 thereof :

Since, Requirement is for PHWR, NPCIL is the system designer and technology owner, being responsible for safety design of such installations in this tender, 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.

27.0. Consortium/Joint venture (un-incorporated) is not allowed.

28.0. Contractor's Documents

1) As between the Parties, the Contractor shall retain the rights for which the Contractor has copyrights and other intellectual property rights (IPR), and for all other documents prepared / created in the course of execution of the Contract, the IPR will remain with the Purchaser.

2) The Contractor shall be deemed to give to the Purchaser a non-terminable transferable non-exclusive royalty-free license to copy, use and communicate the contractor's documents, including making and using modifications of them. This license shall:

a) Apply throughout the actual or intended working life (whichever is longer) of the relevant parts of the Facilities,

b) Entitle any person in proper possession of the relevant part of the Facilities to copy, use and communicate the contractor's documents for the purposes of completing, operating, maintaining, altering, adjusting, repairing and decommissioning the Facilities, and

c) In the case of contractor's documents which are in the form of computer programs and other software, permit their use on any computer on the Site and other places as envisaged by the Contract, including replacements of any computers supplied by the Contractor.

29.0. Purchaser's Documents

As between the Parties, the Purchaser shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Purchaser. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Purchaser's consent, be copied, used or communicated to a third party by the

he Contractor, except as necessary for the purposes of the Contract and with prior consent of the Purchaser.

30.0. Confidentiality

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

30.2 All information, drawings, designs and specifications imparted to the Contractor shall, at all times, remain the absolute property of the Purchaser. The Contractor shall not use them for purposes other than for which they are provided for and shall treat all these documents as confidential. These shall not be reproduced in whole or in part for any other purpose.

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

30.4 The Contractor shall at his own cost procure from his own employees, agents or sub-contractors (and agents and sub-contractors of such agents and sub-contractors) the execution of a Confidentiality Agreement in the form and manner acceptable to the Purchaser and shall do or assist in doing all such acts, deeds and things to cause such employees, agents and sub-contractors to whom the confidential information is given, to be bound by all the confidentiality obligations as the Contractor is bound under this Agreement.

31.0. ARBITRATION

- a) Any dispute in respect of which notice of intention to commence Arbitration has been given, shall be finally settled by Arbitration. The Arbitration may be concluded prior to or after completion of the facilities. Arbitration proceedings shall be conducted in the manner as herein below provided.
- b) Consequent to issue of notice of intention to commence Arbitration by either party, both the Purchaser and the Contractor shall appoint one Arbitrator each. These two Arbitrators shall agree between themselves and shall appoint a third Arbitrator. The issue in dispute shall then be referred to these Arbitrators. In any Arbitration invoked at the instance of either party to the Contract, the Arbitrator(s) would be free to consider the counter claim of the other party even though they are not mentioned in the reference to Arbitration. The decision either by consensus or by majority of these three Arbitrators shall be final and binding on both the parties and shall be implemented by the parties forthwith.
- c) For Contract issued to an Indian Contractor or to a Consortium in which the Indian Contractor is the lead partner, the provisions of the Arbitration & Conciliation Act, 1996, and Rules made there under and/or any statutory modifications or re-enactment thereof for the time being in force shall apply to such Arbitration proceedings. The Arbitrator may, from time to time, with the consent of the parties, enlarge the time for making and publishing the award.
- d) For Contracts between CPSEs, inter-se and CPSEs and Government Departments/ Organisations: In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts interse and also between CPSEs and Government Departments/ Organisations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM no. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

32.0. Price Basis:

For Supply: On DAP (Delivered At Place) basis at Purchaser's site inclusive of packing & forwarding, freight & transit insurance including GST.

33.0. Price quoted by bidders shall be exclusive of unloading at respective site. Unloading at NPCIL site will be in NPCIL scope.

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---