

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-06-2026 11:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-06-2026 11:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Nuclear Power Corporation Of India Limited
कार्यालय का नाम/Office Name	Tamilnadu
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	mubuyer5627@npcil.co.in
कुल मात्रा/Total Quantity	2704
वस्तु श्रेणी /Item Category	Mobil Rarus 427 Oil in Barrel of 208 Litres
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Mobil Rarus 427
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Gloves, Anti - Flash for Gun Crews, Mobile Storage Compactors, Steel Tubes used for Water Wells (V2) as per IS 4270, Books (V2), Digital VHF Base / Mobile Transceiver Set as per MHA QR, Digital UHF Base / Mobile Radio Sets as per MHA QR (V2), Digital Monitoring Receiver (Static/Mobile version) as per MHA QR, Handset Charging Adapter, Mobile Containers For Solid Waste Conforming to IS 12402, Phototherapy Machine for (SNCU)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Lubricating Grease • Turbine mobil lubricating oil • Turbine Lubricating Oil as per IS 1012
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

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	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
Payment Timelines	Payments shall be made to the Seller within 10 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
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	16400

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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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 है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

(c). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Site Director

Nuclear Power Corporation of India Limited (NPCIL), Kudankulam Nuclear Power Project, Kudankulam PO, Radhapuram Taluk, Tirunelveli Dist - 627106, Tamil Nadu.
(Kudankulam Nuclear Power Project)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

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

सक्षम प्राधिकारी का नाम/Name of Competent Authority	PMO
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	PMO
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	DAE NPCIL
सीए अनुमोदन संख्या/CA Approval Number	1227353
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	23-02-2023
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	Brief Description of the Approval Granted: Exemption for procurement of Goods & Services for KKNPP 1&2 from MII by DPIIT as per Letter no. 407/1/2021-Power/1541 dated 31/01/2022

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
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सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	31

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

S.No.	Name
1	M1XCHANGE

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 31% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. 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

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

HSN code & GST detail - [1780395548.xlsx](#)

Mobil Rarus 427 Oil In Barrel Of 208 Litres (2704 liter)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer
Specification Document

[Download](#)

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	Banothu Abhilash Naik	627106,KKNPP, NPCIL, KUDANKULAM, RADHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU	2704	90

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be (Increased quantity ÷ Original quantity) × Original delivery period (in days), subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

2.1) MSE Benefits

Only manufacturers quoting for goods/product manufactured by them shall be eligible for availing benefits under the Public Procurement Policy for MSEs Order 2012. Dealers/ Distributors/ Sole Agents/ Resellers/ Trade rs/ Stockist will not be considered for benefits under the subject policy and are required to pay requisite EMD as stipulated in the bid document. **Seller declaration stating that the offered product is manufactured by them shall be submitted along with bid.**

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

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

2.3) Pre-Qualification Criteria:

OEM or Authorized dealer of M/s ExxonMobil India private limited shall only participate in the tender. In case of Authorized dealer, vendor to submit valid authorized dealer certificate issued by OEM along with the offer else offer will not be considered for evaluation.

2.4) Documents to be submitted along with your offer:

Sr. No.	Description	Document required/Clause reference
1	MSE - Purchase preference / MSE - EMD Exemption, if applicable	In addition to Udyam Certification, declaration that the bidder is the manufacturer of the offered item is to be provided as per clause no.-2.1 mentioned in Buyer Added Bid Specific ATC.
2	Compliance to Clause No-29 (One bid per bidder)	Declaration as per Clause no. 29 of GeM GTC towards one bid per bidder is to be provided as per clause no.-2.2 mentioned in Buyer Added Bid Specific ATC.
3	Pre-Qualification Criteria	Pre-Qualification Criteria document is to be provided as per clause no.- 2.3 mentioned in Buyer Added Bid Specific ATC.

Note- In addition to above, any other documents which are applicable as per bid terms & conditions need to be submitted by the bidder

2.5) Document to be submitted along with supply:

Lube oil test certificate (Analysis certificate) and Material safety data sheet shall mandatorily to be submitted along with supply.

2.6) Compliance to Buyer specification:

Bidder shall download buyer specification of the bid and affix bidder's signature/stamp and upload the same in seller specification.

2.7) Documents related to Payment (Additional Doc-1):

The seller shall submit Original invoice clearly marked for 'Bill to' and 'Shipped to', Annexure-F (copy enclosed), Seller's Bank details, E-invoice if applicable to seller based on his turnover, Test certificate (if applicable) etc to the Paying Authority directly, immediately after dispatching material to the Consignee. As payment is to be released in a time bound manner, non-receipt of this document in time may lead to rejection of supplies."

2.8) Clarifications/documents submitted by the bidder:

Documents not submitted along with the bid and clarifications sought during the evaluation stage, but being submitted during representation shall not be considered, for evaluation.

2.9) Details of HSN Code & GST:

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

2.10) TReDs:

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

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

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

Both Buyer and the Seller must be registered on the TReDS platform for financing / factoring of trade receivables of the MSME Seller. Currently, there are four RBI-approved platforms: Receivables Exchange of India Ltd . (RXIL), A Treds Ltd. (Invoicemart), C2treds and Mynd Solutions Pvt. Ltd. (M1xchange).

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

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

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

2.11) Shelf life:

Shelf life shall be 1 year from the date of supply of the material to site.

2.12) EMD & Performance Security Clauses:

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

Beneficiary details:

Beneficiary Name: Site Director - NPCIL, KKNPP

Nuclear Power Corporation of India Limited - Kudankulam Nuclear Power Project

IFSC Code: SBIN0004387

Bank Name: State Bank of India

Branch address: Anuvijay Township

b) EMD payment:

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

2) Sellers may visit SBI Collect website and follow below path:

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

Bidder's Bank Details for release of EMD/Performance Security:

Following details may be provided (along with the offer) for proper accounting and release of EMD/Performance security to the bidder as per GeM GTC.

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

ii. Name of the bidder:

iii. Bank and branch name

- iv. Account no:
- v. IFSC code of bank branch
- vi. UTR no:
- vii. Amount remitted in Rs:
- viii. Copy of Cancelled cheque

Original Hard Copy of EMD/PBG documents Details:

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

Head (C&MM)

Contracts & Materials Management Group

Nuclear Power Corporation of India Limited (NPCIL)

Kudankulam Nuclear Power Project,

Kudankulam PO,

Radhapuram Taluk,

Tirunelveli Dist - 627106 Tamil Nadu

NeSL:

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

Beneficiary PAN:	AAACN3154F
Beneficiary NAME:	Nuclear Power Corporation of India Limited
Date of Incorporation:	03/09/1987
Beneficiary Email ID:	fibuyer2191@npcil.co.in
Contact number:	04637 - 282187
Legal Constitution of the party :	Company Registered office address: 16th Floor, World Trade Centre-1, Cuffe Parade, Colaba, Mumbai
Registered office address Pin code:	400005
Communication address:	Nuclear Power Corporation of India Limited (NPCIL) Kudankulam Nuclear Power Project, Kudankulam PO, Radhapuram Taluk, Tirunelveli Dist - 627106 Tamil Nadu Communication address Pin code: 627106

2.13) EMD Exemption:

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

ndor Assessment Report is not permitted for Custom / BOQ Bids.

2.14) Delivery Instructions:

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

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

Name of the Seller:

Name of the bank:

Account Number:

IFSC Code no. (11 digits):

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

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

2.15) Banning of business dealings by NPCIL/Buyer:

NPCIL reserves the right to initiate Banning as per NPCIL's Banning of business dealings as mentioned below and are independent of actions under GeM's IM (Incident Management) Policy.

The words banning, blacklisting, de-registered, debarred, holiday, suspension of business etc., means the same.

The words NPCIL, Corporation, Buyer etc., means the same.

The words Contractor, Bidder, Seller, Seller, Service Provider etc., means the same.

1.1. Grounds for Banning

The business dealing with the Contractor/Bidder/Seller/Service Provider shall be liable for banning, on account of the reasons attributable to them, which shall include, but not limited to the following:

1.1.1. Involvement in cartel formation during bidding.

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

1.1.3. If any of the owner, proprietor or partner of the Contractor, is convicted by a court of law, during bidding process or currency of the contract, for offences involving corrupt and fraudulent practices including misrepresentation of the facts, moral turpitude in relation to its business dealings with

NPCIL.

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

1.1.5. If the Contractor misuses the premises or facilities of the NPCIL forcefully occupies, tampers or damages the Company's properties etc. or fails to vacate the properties/land/complex within reasonable time limit as specified or even after receiving the notices from the department.

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

1.1.7. Submission of bids that contain false information or falsified documents or the concealment of such information in the bids in order to influence the outcome of eligibility screening or / at any other stage of the public bidding and execution.

1.1.8. Withdrawal of a bid or refusal to accept an award of contract with the NPCIL without justifiable cause, after being adjudged as the successful bidder.

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

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

1.1.10.1. Prohibition of

a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

b) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.

d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

e) Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

g) Obstruction of any investigation or auditing of a procurement process.

h) Making false declaration or providing false information for participation in tender process or to secure a contract;

1.1.10.2. Disclosure of conflict of interest

1.1.10.3. Disclosure by the bidder of any previous transgression made in respect of the provisions of above 1.1.10.1 with any entity in any country during the last three years or of being debarred/ banned by any other procuring entity.

1.2. Show Cause Notice

a) NPCIL will issue Show Cause Notice to the Contractor on noticing/receipt of a complaint of any irregularities and /or misconduct and /or unethical practice as mentioned in clause no. 1.1.

b) Upon receipt of Show cause notice, the Contractor is required to submit the reply to Show Cause Notice within 30 days of its receipt and no extension shall be given without justifiable reasons. The Contractor shall also be given an opportunity for oral hearing to present the case in person to NPCIL and the date of Oral Hearing will be indicated in the Show Cause Notice. Only the regular employees of Contractor will be permitted to represent the Contractor during the Oral hearing, and no outsider shall be allowed to represent the Contractor on their behalf.

1.3. Period of Banning

The period of banning shall be for a period of not exceeding 2 (two) years and not less than 6 (six) months as considered appropriate by NPCIL.

1.4. Effect of Banning of Business Dealings by NPCIL

In case NPCIL has banned the business dealing with the bidder/contractor, the following shall be the consequences on issuance of the order of banning of business dealings with the bidder/contractor:

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

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

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

1.4.4. Even if, the banned Contractor is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place Work order/Purchase order/Service Contract on the banned Contractor as a sub-vendor after the date of banning even though the name of the party has been approved as a sub-vendor prior to the order of banning.

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

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

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

1.4.8. Banning shall automatically be extended to all Allied firms of the Contractor. In case of Joint venture/ Consortium is banned all partners will also stand debarred for the period specified in the Banning Order. The names of all partners should be clearly specified in the "Banning order".

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

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

1.5. Definition of Allied Firm:

Allied Firm means all concerns which come within the sphere of effective influence of the banned firm. In determining this, the following factors shall be taken into consideration:

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

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

4. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. **Generic**

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

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

And

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

6. **Generic**

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

7. **Generic**

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

8. **Generic**

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

9. **Generic**

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:

- i) The Seller fails to comply with any material term of the Contract.
- ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Seller becomes bankrupt or goes into liquidation.
- v) The Seller makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Seller.
- vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

10. **Purchase Preference (Centre)**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 31% of total value.

11. **Buyer Added Bid Specific ATC**

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules)

shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---