



न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड
NUCLEAR POWER CORPORATION OF INDIA LIMITED
(भारत सरकार का उपक्रम)
(A Government of India Enterprise)
MADRAS ATOMIC POWER STATION
CONTRACTS & MATERIALS MANAGEMENT GROUP
KALPAKKAM, Dist: CHENGALPATTU – 603 102, TAMILNADU – INDIA.

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TENDER DOCUMENT
FOR
TWO PART TENDER

FOR
INDIGENOUS ITEMS
(Through e-Mode)

- SECTION-A : INVITATION TO TENDER AND TENDERING CONDITIONS
- SECTION-B : GENERAL CONDITIONS OF CONTRACT (GCC/SUPPLY-1/R-5)
- SECTION-C : TECHNICAL SPECIFICATIONS OF STORES
- SECTION-D : FORMAT FOR SUBMISSION OF PART-I
(TECHNICAL AND COMMERCIAL BID EXCEPT PRICE)
- SECTION-E : FORMAT FOR SUBMISSION OF PART-II
(PRICE BID) OF THE TENDER

NUCLEAR POWER CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

MADRAS ATOMIC POWER STATION

CONTRACTS & MATERIALS MANAGEMENT GROUP

TWO PART TENDER FOR INDIGENOUS ITEMS

Tender No. CMM/MAPS/CMMS/04173

Last Date for Receipt of **both**

Part-I (Technical & Commercial Bid except price) and

Part-II (Price bid) of the Tender:

As indicated in NIT

To

M/s. e-Two Part Public Tender

Dear Sirs,

Sub: Supply of High Speed Diesel Oil Confirming to IS 1460:2005,BS IV in 12KL capacity supplier's Tanker on "As and When Required" basis for a period of One Year on DAP(Delivered at named place as per incoterms 2010) MAPS site Kalpakkam – 603 102 basis and Technical Specifications attached with the tender document. (GEM availability report and past transaction summary report ID :GEM/GARPTS/30082023/35W74WIV4MAM).

This booklet contains invitation to tender, tendering conditions, contracting conditions and specifications of stores required by us. The tenders in respect of this case are to be submitted in TWO PARTS in on-line bidding forms at <https://eprocure.gov.in> only. If you are interested to quote, please go through the contents particularly the tendering conditions and ensure that your e-bid submission shall be completed on or before the last date and time as indicated in Notice Inviting Tender (NIT).

Yours faithfully,

Deputy General Manager (C&MM)/SM(CMM)

For and on behalf of Nuclear Power Corporation of India Ltd.

(The Purchaser)



NUCLEAR POWER CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)

MADRAS ATOMIC POWER STATION CONTRACTS & MATERIALS MANAGEMENT GROUP

KALPAKKAM – 603102
TAMILNADU

Phone No. 044-27480149/148
Fax No. 044-27480149/33535

INSTRUCTION SHEET

Instruction to Tenderers indicating the tender number, last date and time for receipt and opening of on-line tender as mentioned in the CPP portal <https://eprocure.gov.in>

Tender No. :

- 1.0 **Last date** for submission Online both Part I : As per NIT
(Technical and Commercial bid except price)
and Part II (Price bid) on CPP portal
<https://eprocure.gov.in> .

All e-Bids shall be submitted through “On-line Bidding Forms” provided at our above web site only. No bid is accepted in manual mode.

- 2.0 Due Date and Time for On-Line : As per NIT
Opening of Part-I of the e-Tender i.e.
(Technical and Commercial Bid except Price)
at CPP e-Tendering web site
<https://eprocure.gov.in>

- 3.0 Due date and time for On-line opening of Part-II (Price bid) of the bidder will be decided by the Purchaser and the same shall be intimated only to those bidders, whose e-bids are found acceptable in Part-I, in advance.

- 4.0 Opening of e-Tenders:

~~For the tenders where Integrity Pact (IP) & Integrity Pact Security (IPBG or Demand Draft) are applicable, the same shall be submitted in ORIGINAL by stipulated due date and time for submission of tender. The IP and IPBG shall be submitted in a SEPERATE SEALED envelope. This envelope will be opened first to verify compliance towards IP & IP Security submission.~~

~~ANY BID WITHOUT THIS SEPARATE SEALED ENVELOPE CONTAINING ABOVE INTEGRITY PACT (IP) & INTEGRITY PACT SECURITY IN ORIGINAL SHALL BE TREATED AS NON RESPONSIVE BY NPCIL AND SHALL NOT BE OPENED.~~

Part-I (Technical and Commercial e-Bid except price) will be opened on-line as per the schedule and the details of the bids submitted by the bidders will be made available for all the bidders.

Part-II (Price bid) of only such Bidders whose Part-I bids are found acceptable will be opened on-line as per the schedule after evaluation of their Part-I e-Bids. Subsequent to the opening, details of the Part-II bids opened can be seen by the bidders whose Part-I (Technical and Commercial e-Bid except price) bids are qualified.

5.0 The Tenderers shall take note of the following important aspects of the **Two Part Tendering**.

5.1 **Two Part Tender** shall be defined as under:

Part I - Technical & Commercial Bid except Price
Part-II - Price Bid

5.2 Both **Part-I & Part-II** together form the complete bid. Therefore both the parts are required to be submitted on-line within the due date and time indicated in Para 1.0. The system will not allow submitting e-Bids after the due date and time stipulated for their submission. Therefore, the bidders shall ensure submission of their e-Bids well within the due date and time.

5.3 The Commercial terms and conditions without price shall be submitted along with Part-I – Technical and Commercial bid except price in the relevant on-line bidding forms provided in the Part-I e-envelope.

5.4 Part-II – Price bid shall contain only the quantity schedule and price as per the relevant on-line bidding forms provided in the Part-II e-envelope.

5.5 The Tenderer shall take special care not to mix up price details submitted against Part-II (Price bid) with Part-I (Technical and Commercial bid except price) and vice versa. Any violation of this condition may lead to rejection of his tender.

~~5.6 **Pre bid:** A pre bid meeting for providing clarifications to the Tenderers will be held online. For this purpose, Tenderers should send their queries (both Technical and Commercial) within a week of pre bid meeting scheduled (as per NIT).~~

6.0 All communications other than in e-mode form, if necessitated, in respect of Two Part Tenders shall be addressed only to Head, CMM, Contracts & Materials Management Group, Madras Atomic Power Station, Kalpakkam – 603 102, Email: umeshshah@npcil.co.in/pvprabhu@npcil.co.in from the date of publishing of e-tender and till the finalization of the e-tender and to no other authority in NPCIL as per the conditions stipulated in the enclosed Invitation to Tender and Tendering Conditions.

7.0 Delivery Schedule

7.1 SUPPLY:

Supply of High Speed Diesel Oil Confirming to IS 1460:2005, BS IV in 12KL capacity supplier's Tanker on "As and When Required" basis for a period of One Year on DAP(Delivered at named place as per incoterms 2010) MAPS site Kalpakkam – 603 102 basis from the date of placement of purchase order.

8.0 In case the due date for On-line opening of the e-tender happens to be a holiday in NPCIL, e-tender will be opened on-line on the next working day.

* * *

SECTION – A

INVITATION TO TENDER AND TENDERING CONDITIONS

NUCLEAR POWER CORPORATION OF INDIA LIMITED

SECTION-A

INVITATION TO TENDER AND TENDERING CONDITIONS FOR SUPPLY OF INDIGENOUS STORES (TWO PART E-TENDER)

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SECTION-A

INVITATION TO TENDER AND TENDERING CONDITIONS FOR SUPPLY OF INDIGENOUS STORES (TWO PART e-TENDER)

1. Invitation To Tender (ITT)

- 1.1 The Executive Director, Directorate of Contracts and Materials Management (C&MM), Nuclear Power Corporation of India Limited (NPCIL), a Government of India Enterprise, invites e-Bids from Indian Tenderers, **by e-mode** at CPPP (e-Tendering) Web Site - <https://eprocure.gov.in> through a Two Part Tender format, for **Design, Engineering, Manufacture, Inspection, Test, Supply, Transportation and Delivery** of plant, machinery, equipment, component and related services as per the specifications detailed in Section “C” to this tender. The conditions of contract, which will govern the contract pursuant to the tender are as contained in Section B of this tender document. If you are in a position to quote for supply in accordance with the technical specifications indicated in Section “C” to this tender document and as per conditions in Section B please submit your e-Bid in a manner and method specified hereinafter.

It is in the interest of the Tenderers to ensure that the e-Bids are submitted well in time. e-Bids shall be submitted only on CPPP (e-Tendering) Web Site i.e. <https://eprocure.gov.in>. Bids in hard copy/any other form shall not be accepted in any case.

- 1.2 In case of Public Tender (PT) there is no restriction for participation in the Tender. In case of Limited Tenders (LT) or Single Tenders (ST), participation is allowed only to the intended bidders who can do online submission of their bids. However, the Tenderers are required to meet the Qualification Criteria stipulated, if any, under the Tender.
- 1.3 **One Bid per Bidder:** Each bidder shall submit only one e-Bid for this tender. A bidder who submits or participates in more than one e-Bid for this tender will cause the bidder's participation to be disqualified for all such e-bids.

In addition, if any Tender's participation herein leads to Conflict of Interest, their bid is liable to be rejected.

2 Qualifying Requirements

- 2.1 Refer to Appendix ‘X’ for the details of the requirements need to be met by the bidders.
- 2.2 The bidders while submitting the e-Bid are required to upload all supporting documents /information necessary for establishing their qualification in e-Envelope only on the e-portal.
- 2.3 Tender documents shall be downloaded by those bidders who prima facie meet the qualification requirements as in ITT clause 2.1 above. While the system may allow the submission of offer, such allowance shall not be construed to be automatic qualification of the Tenderer for this Tender.
- 2.4 The bidder should not be under liquidation, court receivership or similar proceedings.
- 2.5 Integrity Pact (IP) & Integrity Pact Security (IPBG or Demand Draft) – NOT APPLICABLE.

- 2.6 All Micro and Small Enterprises (MSEs) falling within the definition as per MSMED Act are exempted from meeting the qualification criteria in respect of Prior Experience – Prior Turnover, subject to meeting of quality and technical specifications.
- 2.7 All startups (Whether MSES or otherwise) falling within the definition as per Gazette notification GSR 501 (E), dated 23-5-2017 are exempted from meeting the qualification criteria in respect of Prior Experience – Prior Turnover subject to their meeting of quality and technical specification. However, the bidder is required to upload the “Certificate of Recognition” issued by Department of Industrial Policy and Promotion.
- 2.8 The “Public Procurement (preference to make in India) Order 2017” issued by Department of Industrial Policy and Promotion (now Department for Promotion of Industry and Internal Trade, DPIIT), Ministry of Commerce and Industry, Government of India vide No - P-45021/2/2017-PP (B.E.-II) dated 15/06/2017, as amended from time to time and as applicable on the date of submission of tender, herein after referred as “PPP-MII Order 2017” is applicable for participation in this tender. Accordingly, only those bidders eligible as per “PPP-MII Order 2017” shall be considered for this tender. The bidders are required to upload relevant documents as per the “PPP-MII Order 2017” along with their bid to avail benefits of this Order.

2.9 Conditions on Public Procurement from certain countries:

Provisions of F. No. 6/18/2019-PPD Order (Public Procurement No. 1) dated 23.07.2020 and Order (Public Procurement No. 2) dated 23.07.2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Govt. of India shall be applicable to all tenders issued by NPCIL. Bidders shall apprise and acquaint themselves with the latest provisions of these provisions, as applicable on the date of submission of the tender.

For ready reference, some of the important provisions as applicable currently are mentioned herein below. For sake of clarity, it is reiterated that this is not exhaustive list and it shall be responsibility of the bidder to ensure compliance to the latest provision in this regards. In case of any conflict between clauses written herein below with the above order(s), as amended from time to time, the provisions of order/ latest version shall govern.

- I. 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.
- II. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial judicial person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India” for the purpose of this order means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entity incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is citizen of such a country; or
 - g. A Consortium or Joint Venture where any member of the consortium or joint venture falls under any of the above

- IV. The beneficial owner for the purpose of (iii) above will be as under:
1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has a controlling ownership interest or who exercises control through other means.
Explanation –
 - a. “Controlling Ownership Interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profit of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more judicial person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealing with third person.
- VI. The successful bidder shall not be allowed to sub-contract work to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. Notwithstanding anything contained herein, the order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.
- VIII. Certificate/Declaration to be provided by all bidders:
- “I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if it is from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirement in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

3 Public Procurement Policy- Micro & Small Enterprises and Public Procurement (preference to Make in India) Order 2017:

- 3.1. Micro and small enterprises engaged in the Manufacture or Production, Processing or Preservation of Goods and also engaged in Providing or rendering Services (except the organizations engaged in trading and execution of works) are entitled for the following concessions
- Waival of Tender Fee
 - Purchase Preference over the other Non- MSME bidders
- 3.2. The MSEs, who are interested in availing themselves any of the above benefits, should have the proof for valid Registration with one or more of the following agencies.
- Udyog Aadhar Memorandum (UAM) issued by Ministry of MSME
 - District Industries Centers
 - Khadi and Village Industries Commission
 - Khadi and Village Industries Board
 - Coir Board
 - National Small Industries Corporation
 - Directorate of Handicraft and Handloom
 - Any other body specified by Ministry of MSME.

3.3. Tender Fee Waiver

- 3.3.1. The MSE bidder who is interested in availing “Tender Fee Waival” must submit a copy of above referred registration certificate. Submission of this document should be done along with the self certification stating that valid MSME registration with any one or more of the above referred agency is made for “Manufacture or Production, Processing or Preservation of Goods (in case of tendered requirement is for ‘goods’)” or for “engaged in Providing or rendering Services (in case of tendered requirement is for ‘Services’)”. You may kindly note that traders are excluded from purview of this policy and submission of incorrect document will lead to rejection of such offers. This document has to be submitted while obtaining tender document (in case of manual tender) or along with the bid (in case of e-tender) failing which such bids without tender fee will be rejected.
- 3.3.2. Wherever, the certifying agency is issuing the registration certificate with terminal validity, the MSE must also indicate the terminal validity date for their registration. The MSE should submit certificate valid as on date for submission of tender. In case such a certificate claiming exemption from payment of Tender Fee is found to be defective or invalid, such bids shall be rejected.
- or
- 3.3.3. Wherever the certifying agency is issuing registration certificate without terminal validity, the same shall be submitted for claiming exemption from payment of Tender Fee. In case such a certificate claiming exemption from payment of Tender Fee is found to be defective or false, such bids shall be rejected.
- 3.3.4. While submitting their bids, the Tenderers should invariably pay online tender fee or upload the valid MSE registration certificate as listed above (for getting exemption of tender fee), as applicable.

3.4. Purchase Preference :

- 3.4.1. Purchase Preference to Micro and Small Enterprises (MSEs) for Supply of Goods or Services will be given as per Public Procurement Policy for Micro & Small Enterprises (MSEs), order 2012 and Amendment order, 2018 under Micro, Small and Medium Enterprises Development

Act, 2006 of Government of India or as amended from time to time, in force at the time of opening of bids provided their bids are in compliance with the conditions of policy.

- 3.4.2. In case a tendered item is non-splitable or non-divisible, MSE quoting Price within the Price – band of “L1- Price (Other than MSE) + 15%” may be awarded for full/ complete value of supplies, subject to matching of the L1 Price.
- 3.4.3. The contractor on whom the contract may be entered into against this tender shall furnish the Purchaser, the details of the sub-contractors meeting any part of contract execution herein and who qualify as MSE’s as per the Micro, Small and Medium Enterprises Development Act, 2006 and amendments to same.
- 3.4.4. Purchase Preference will be given to eligible bidders in accordance with the “Public Procurement (preference to make in India) Order 2017” issued by Department of Industrial Policy and Promotion(now Department for Promotion of Industry and Internal Trade, DPIIT), Ministry of Commerce and Industry, Government of India vide No - P-45021/2/2017-PP (B.E.-II) dated 15/06/2017, as amended from time to time and as applicable on the date of submission of tender, herein after referred as “PPP-MII Order 2017”. The minimum local content for the items covered under this tender shall be as per nodal Ministry’s Order in this regard. The margin of purchase preference and procedure of purchase preference shall be as specified in the “PPP-MII Order 2017”. The items under this tender are **divisible/ non divisible**.

4 Content of Tender Document

- 4.1 The scope of work, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The Tender documents include the following sections:
 - (a) Instruction Sheet
 - (b) Section A: Invitation to Tender and Tendering Conditions
 - (c) Section B: General Conditions of Contract and Special Conditions of Contract.
 - (d) Section C: Technical Specifications & Drawings
 - (e) Section D: Format for Submission of Part-I e-Bid (Technical and Commercial e-Bid except Price e-Bid)
 - (f) Section E: Format for Submission of Part-II e-Bid (Price e-Bid).
- 4.2 The bidder is expected to examine all instructions, forms, terms, specifications and other information in the tender documents. Failure to furnish all information required by the bidding documents or submission of a E-bid not substantially responsive to the bidding documents in every respect will be at the bidder’s risk and may result in rejection of their - bid.
- 4.3 **Clarification of Tender Documents:**
 - 4.3.1 The bidder shall be deemed to have carefully examined all Tender documents and obtained clarifications from the Purchaser where needed, inspected and surveyed the Site and its surrounding and satisfied himself as to the form and nature of the Site, the quantities and nature of work and material necessary for the supply of the Stores and the means of access to the Site, the accommodation he may require and in general obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender, to his entire satisfaction before submitting the e-Bid.
 - 4.3.2 In particular and without prejudice to the foregoing conditions and in addition thereto, when tenders are called for furnishing the Particulars, the bidder’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 satisfied himself before

tendering as to the correctness and sufficiency of his tender for the Stores and of the rates and prices quoted in the Schedule of Quantities., The rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the Supply of the Stores and Services

4.3.3 The Tenderer acknowledges that any failure to acquaint itself with all such data and information shall not relieve their responsibility for properly estimating the difficulty or cost of successful execution of the Tender scope towards completion of the Particulars..

4.3.4 No claim on his part which may arise on account of non-examination or misunderstanding of the Particulars and/or matter related to site will, in any circumstances, be considered payable by the Purchaser.

4.4 **Pre Bid Meeting:** ~~A pre bid meeting for providing clarifications to the bidders will be held ON LINE unless specified otherwise, on the date and time specified in the Notice Inviting Tender (NIT) of the Tender document. Bidders participating in this Tender and who have enrolled in CPP portal (<https://eprocure.gov.in>) can login and participate in the pre bid meeting. Bidders are requested to send their queries both Technical and Commercial in advance to the e mail addresses provided in NIT; within the due date and time prescribed for their submission (which would be atleast three days, prior to date of pre bid meeting, unless specified otherwise in ITT or NIT) as stipulated under the NIT. Queries / clarification / information sought in any other manner shall be ignored. In addition to pre bid conversation history any offline queries / clarifications / information will be uploaded in the e portal against the particular Tender ID under tab 'Pre Bid'. Any modification to the Tender, which may become necessary as a result of the pre bid meeting, will be uploaded in the e portal against the particular Tender ID. Bidders are requested to update themselves by visiting CPP portal (<https://eprocure.gov.in>) frequently. It may be noted that no queries will be entertained after the expiry of pre bid meeting. Accordingly, it is requested that bidder along with their associates shall take part in the pre bid meeting to ensure that tender requirements are clearly understood by all the stakeholders.~~

4.5 **Amendments to Tender documents:** The Purchaser reserves the right to issue any amendments, corrigendum, clarifications, etc. to the Tender, giving reasonable time, prior to the last date and time of online bid submission.
Bidders are requested to update themselves on CPP e-portal (<https://eprocure.gov.in>) the details such as pre-bid clarifications, corrigenda, addenda and other documents forming a part of the subject Tender, before submission of their e-bid.

5. Manner And Method For Submission Of e-Bids

5.1 All e-bids shall be made in ENGLISH in the prescribed form attached. e-Bids submitted in any language other than ENGLISH must be accompanied by ENGLISH translation. Any printed literature submitted with the E-bid in any other language shall be accompanied by authentic English translation and for interpretation the English version shall prevail.

5.2 The bids submitted in response to this Tender, shall be in TWO PARTS as under in two different e-Envelopes provided for them: Part -I (Technical and Commercial e-Bid except price) and "Part-II (Price e-Bid) at e-Tendering Portal viz. <https://eprocure.gov.in>. The first e-Envelope i.e., Part-I shall comprise of two sections namely Technical Section and Commercial Section in the form of "On-line Bidding Forms" and all these Bidding Forms shall be filled and Tenderers are required to upload the relevant/required documents/catalogues/drawings only in Part-I (Technical and Commercial E-bid except price) e-Envelope. The second e-Envelope i.e., Part-II (Price e-Bid) comprising of price and schedule of quantity of items shall be submitted in Part-II (Price e-Bid) e-Envelope only.

- 5.3 a) Technical section of Part-I (Technical & Commercial E-bid except price) e-Bid should contain/include only Technical Specifications, technical details, literature, references of earlier supplies of similar equipment, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedures etc. Itemised list of spares and quantity recommended by the Tenderer for purchase should also be included in Part-I (Technical & Commercial e-bid except price) of the e-Bid without their prices. Invariably, the itemized prices of spare parts should be furnished only in Part-II (price e-Bid), in the “On-line Bidding Form”, provided for this purpose.
- 5.3 b) Part-I (Technical & Commercial e-Bid except price) should be submitted in accordance with the format provided by the Purchaser at Section “D” of this tender document. If any deviation or substitution from the Technical Specifications contained in Section “C” to this tender document is involved, such details should be clearly indicated in e-Envelope Part I (Technical & Commercial E-bid except price) and should be filled as Annexure-A of the bidding form of Part I e-Envelope, or otherwise it shall be an admission on the part of the bidder that he will supply the equipment as specified by the purchaser. However, bidders may note that deviations or substitutions from the Technical Specifications may lead to rejection of their e-bid.
- 5.3 c) The bidder shall upload all drawings pertaining to the plant / machinery / equipment / component along with their Part-I e-Bid for correct understanding and appreciation of their tender. Bidder’s drawings will form part of the purchase order/contract only after these are approved by the Purchaser.
- 5.3 d) **Catalogues / Technical Literature:** All necessary catalogues/drawing/technical literature data as are considered essential for full and correct evaluation of the E-bids shall invariably be uploaded with the PART I (Technical and Commercial E-bid except price) of the e-bid.
- 5.3 e) **Instruction / Operation Manual:** In respect of plant / machinery / equipment / instrument / apparatus, where instruction/ operation manual is normally necessary to enable the user to put the plant/machinery / equipment / instrument / apparatus to proper use, the contractor shall furnish soft form of such an instruction/ operation manual specific to the stores being supplied along with the plant / machinery / equipment / instrument / apparatus. The bidder shall clearly specify in the E-bid about his readiness to supply instruction / operation manual.
- 5.4 Commercial Section of Part-I (Technical & Commercial E-bid except price) e-bid should contain bidder’s specific confirmation regarding compliance of all commercial terms and conditions of the Tender as per ITT (Section-A), General Conditions of Contract, Special Conditions of Contract (Section B) and Section ‘E’ notes (if applicable). The Bidders, in addition, should mention applicability of Statutory Levies like Goods and Services Tax (CGST / SGST / UTGST / IGST) etc. and all other related information. All input tax credit benefits available to Indian manufacturers / dealers / contractors, etc, shall, however, be taken into consideration in quoted prices and the Bidder shall pass on the benefits to the Purchaser.
- 5.5 Part II (Price E-Bid) should be furnished as per Section “E” of the tender document in the e-Envelope made available on-line. The bidder will co-relate the price and quantity schedule of items in PART II (Price E-bid) of the tender with the description of plant/machinery/equipment/ component indicated in Part I (Technical & Commercial E-bid except price).
- 5.6 The system will not allow submitting e-Bids beyond the stipulated due date and time. Therefore, the bidder shall ensure the submission of e-Bids well within the stipulated due date and time.
- 5.7 Notwithstanding anything contained herein, for the tenders where Integrity Pact (IP) & Integrity Pact Security (IPBG or Demand Draft) are applicable (refer clause 2.6 above), the

same shall be submitted in ORIGINAL by stipulated due date and time for submission of tender. The IP and IPBG shall be submitted in a SEPERATE SEALED envelope. This envelope will be opened first to verify compliance towards IP & IP Security submission.

ANY BID WITHOUT THIS SEPARATE SEALED ENVELOPE CONTAINING ABOVE INTEGRITY PACT (IP) & INTEGRITY PACT SECURITY IN ORIGINAL SHALL BE TREATED AS NON RESPONSIVE BY NPCIL AND SHALL NOT BE OPENED.

- 5.8 **The bidders, while submitting the e-Bid are required to upload all supporting documents / information necessary for establishing their qualification in Part I (Technical and Commercial E- Bid except Price) e-Envelope only on the e-portal. Failure to comply with this requirement may lead to rejection of the e-bid.**
- 5.9 The Part-I (Technical & Commercial bid except price) shall be submitted in the e-ENVELOPE provided for it's submission in the system. The bidder shall take special care not to mix-up price details with the Part-I (Technical & Commercial bid except price) and vice versa. Any violation of these conditions may lead to rejection of the bid.
- 5.10 Similarly the Part-II (Price Bid) shall be submitted in the e-ENVELOPE provided for it's submission in the system.
- 5.11 **Particulars of the Bidders:**
- 5.11.1. The bidder shall upload the details, in case he is a partnership firm or Joint Hindu Family concern, the names and full particulars of the partner or the member of the Joint Hindu Family owing the concern. The e-Bids must be digitally signed by the authorised representative of the firm and the document/s regarding authorisation shall be uploaded in the Part I e-Bid. The original of such documents are required to be furnished when sought by the Purchaser and in case of failure to do so, will make such bid liable to be rejected. The e-Bid must be digitally signed:
- (a) In the event of the bidder being a sole proprietary concern by the sole proprietor or by constituted attorney duly authorized to enter into and sign agreement on his behalf, including agreement to refer disputes arising under or relating to such agreements to arbitration by power of attorney signed by the proprietor and authenticated by a Notary Public or Magistrate.
 - (b) In the event of the bidder being a partnership firm, by all partners or by a constituted attorney duly authorized to enter into and sign agreements on behalf of the partnership firm including agreements to refer disputes arising under or relating to such agreements to arbitration by a power of attorney duly executed by all the partners and authenticated by Notary Public or a Magistrate.
 - (c) In the event of the bidder being a Hindu Joint Family concern by the Karta of the Joint Family when the bid is signed by a constituted attorney of the sole proprietor of a concern or when the e-Bidis signed on behalf of the firms by a constituted attorney of its partners as provided in sub clause (a) and (b) above, then original power of attorney appointing him as such constituted attorney shall be supplied with the e-Bidor if a e-Bidis executed on behalf of a limited company but its constituted attorney as provided in sub cases (c) above, the original power of attorney along with the resolution (if required under its Articles of Association) authorizing the affixation of its common seal on the power of attorney and a copy of its Articles of Association shall be supplied with the e-Bid. If however, the power of attorney has been previously furnished to and approved by the Purchaser, the contractor need not send the same with the e-Bid.

5.12 Income Tax Registrations, GSTIN and other Registrations

The bidder shall submit along with PART I (Technical & Commercial e-Bid except price), the name and address of their bankers and the Income Tax Permanent Account Number (PAN) and GSTIN etc.. Further, if the bidders are registered with the Directorate General of Supplies and Disposals or the Executive Director, Directorate of Contracts and Materials Management, Nuclear Power Corporation of India Limited, Directorate of Purchase & Stores, Department of Atomic Energy (DAE) as an approved supplier, they shall indicate in PART I (Technical & Commercial E-bid except price) such registration number, date and its validity date in Part-I E-envelope.

- 6 ~~All Clarifications/ Confirmations, if any, regarding the e tender and e Bid of the Bidder during online pre bid meeting and e bid evaluation stage, shall be mailed exclusively to toedemm_tender@npcil.co.in addressed to Executive Director, C&MM, Nuclear Power Corporation of India Limited, Nabhikiya Urja Bhavan, "A-0"Block, Ground Floor, Anushaktinagar, Mumbai 400 094.~~

7 Expenses towards Submission of Quotations and Liability towards Site Visit / Work

- 7.1 The Purchaser shall not be responsible for expenses incurred towards preparation and submission of bid documents as well as other expenses incurred towards it such as site visits.
- 7.2 In case of erection and commissioning, repairs and such other jobs wherein the bidder's personnel or authorised representatives need to visit the Purchaser's site, they can do so only after obtaining the prior permission of the Purchaser's site authorities. However, such personnel, who are granted permission, are deemed to have explicitly agreed to the condition that they shall indemnify and hold harmless the Purchaser and its personnel from and against all liabilities with respect to personal injury, loss or damage to property and any other loss or expenses incurred by bidder's personnel as a result of such visit.

8. Opening of e-Tenders

- 8.1 Unless otherwise advanced or postponed with advance intimation to the bidders, Tenders will be opened on-line at CPPP (E-Tendering) Web site i.e., <https://eprocure.gov.in> in Two stages as indicated at ITT clause nos. 2.0 and 3.0 of the Instruction Sheet of this Tender Document as per schedule indicated in Tender Document.
- 8.2 For the tenders where Integrity Pact (IP) & Integrity Pact Security (IPBG or Demand Draft) are applicable, the envelope containing ORIGINAL IP and IPBG will be opened first to verify compliance towards IP & IP Security submission.

ANY BID WITHOUT THIS SEPARATE SEALED ENVELOPE CONTAINING ABOVE INTEGRITY PACT (IP) & INTEGRITY PACT SECURITY IN ORIGINAL SHALL BE TREATED AS NON RESPONSIVE BY NPCIL AND SHALL NOT BE OPENED.

- 8.3 Part-I (Technical and Commercial e-Bid except price) will be opened on-line and only the names of Participating bidders will be made available for all the participating bidders.
- 8.4 Part-II (Price e-bid) of only such Bidders whose Part-I bids are found acceptable will be opened on-line after evaluation of their Part I e-Bids. Subsequent to the opening, details of the Part-II bids opened can be seen by the bidders whose Part-I (Technical and Commercial e-Bid except price) bids are qualified.

9 Terms and Conditions of the Contract

- 9.1 It must be clearly understood that any contract concluded pursuant to invitation to this e-tender shall be governed by the General Conditions of Contract and Special Conditions of Contract given in Section B of this tender document. Tenderers must, therefore, take special care to go through these conditions of the contract. **Tenderers should bring out deviations, if any, with respect to General Conditions of Contract, Special Conditions of Contract, Technical Specifications etc. in Annexure A and upload it with Part I of their e-bid. However, Tenders submitted subject to counter conditions or with deviations from the General Conditions of the Contract / Special Conditions of Contract (SECTION B) of this tender document runs the risk of rejection.** It should also be realized that failure to bring out deviations / not uploading any deviations (in Part-Ie-envelope) from the General Conditions of the Contract contained in Section B of this tender document would imply that the Tenderer is willing to execute the contract as per the Purchaser's Terms and Conditions of the Contract.

9.2 Price Basis, Price Adjustment, Contract Currency, Payments and Taxes & Duties

Please refer Section B – GCC Clause nos. 5.& SCC Clauses 1 & 2

10 Test Charges, Spares and Accessories AND Supervision of Erection & Commissioning Charges.

10.1 Routine Test, Special tests, Type Test, Special Type Tests, Seismic Qualifications/Testing

- 10.1.1 The bidder is required to perform the above tests as specified in the Technical Specification. As regards Type Tests, Submission of valid Type Test Certificate of previous tests may be considered in lieu of performing the tests, as provided in Technical Specifications.

- 10.1.2 a) Price for supply of items shall include charges for all Routine Test, Type tests etc. No charges for these tests shall be claimed/ paid separately.
- b) Charges for Special Type Tests, Seismic Qualification/Testing shall not be included in the price of the items and shall be quoted/ claimed separately.

10.2 **Spares and Accessories:**

- 10.2.1 Bidders shall also furnish the prices of essential accessories, optional accessories and spares necessary for satisfactory operation of the plant / machinery / equipment / component,

- a) for a period of two years and
b) for a period of five years or

as specified in the Section C: Technical Specifications and Section E: Format for submission of Part-II (Price E-Bid) of Tender.

- 10.2.2 The prices for accessories and spares shall be itemized. e-Bids where only lump sum prices are indicated are liable to be ignored. Particular care must be taken to list out each item of spare and quantity recommended and also the individual price for these items in Part II (Price e-Bid). However, a list of spares and accessories without the price should be included in PART I (Technical & Commercial E-bid except price).

- 10.3 The Bidders must clearly and separately furnish in their Price e-Bid the charges for Supervision of erection and commissioning of items to be supplied under the contract.

11 Delivery

- 11.1 The entire scope covering supply of equipment/machinery/plant/component, etc covered under this tender document shall be completed within the period mentioned in Sr. No. 7.0 of Instruction Sheet. Milestone chart for detailed manufacturing schedule leading to delivery

shall be submitted along with Part-I (Technical & Commercial E-bid except price). Tenderers should note that their e-Bid may not be considered by the Purchaser unless the bidders can meet the delivery schedule specified by the Purchaser.

- 11.2 The stores shall be transported to the Purchaser's site directly without any transshipment en-route, in case of transportation by sea and road. In case of transportation through railways/waterways also the transshipment is generally not allowed. However, transshipment may be allowed at the discretion of the Purchaser for which the contractor needs to explain the need for transshipment and take Purchaser's prior approval.

12.0 Evaluation of Part-I E-Bid (Technical and Commercial except price E-Bid)

- 12.1 The Tenders of such bidders who meet the qualifying requirements stipulated in the tender documents (such as experience and financial criteria) shall only be considered for detailed techno-commercial evaluation. Detailed technical evaluation will also take into account the financial and technical capabilities as well as such other criteria deemed necessary and appropriate. In addition, the concurrent commitments of the bidders shall also be taken while assessing their capability for executing this contract.

12.2 Clarifications Regarding Part-I (Technical And Commercial E-Bid Except Price)

- 12.2.1 After opening of the Part-I (Technical & Commercial E-bid except price) of the tender, if it becomes necessary for the Purchaser to seek clarifications from the bidders regarding technical and commercial terms and conditions of the tender, the same will be sought from the bidders. In such an event, the bidder will furnish all the Technical and Commercial information/clarification on or before the date and time fixed for their submissions, failing which such tenders are liable to be rejected without any further notice.

- 12.2.2 The Purchaser's representative will visit the works / office of the bidder and hold discussion with bidder's representative on the offer. Discussion will be held on the various aspects of the offer, including the deviations, if any, vis-à-vis tender requirements. Following aspects would be the points of discussion / review:

Bidder

- i) In-house manufacturing facility
- ii) Financial strength
- iii) QA System
- iv) Project Planning & execution capability
- v) Experience of similar work done
- vi) Manpower for all the above activities
- vii) Deviation from technical and commercial conditions, if any

Sub-Contractor

- i) Manufacturing Facility
- ii) QA System
- iii) Experience
- iv) Manpower
- v) Compliance with NPCIL technical requirements

The above list is not exhaustive. Alteration / deletion / addition of the points can take place depending on the nature of the package.

Both the bidder and the sub-contractor shall be required to sign joint Minutes of Meeting confirming their respective roles and responsibilities.

Purpose of holding these discussion is to ensure that the bidder or its sub-vendors understand the tender requirements fully and unambiguously. Also, the purchaser's representative will evaluate the facilities of the bidder and its sub-vendors, by visiting their premises, as regards their capability to meet the tender requirements.

- 12.2.3 In case bidder or its sub-vendors make any alternative suggestions with respect to the tender requirements, the same will be discussed and noted for further evaluation by the Purchaser.
- 12.2.4 In the event of differences in commercial terms and conditions quoted by various bidders, the purchaser may resort to commercial discussions to bring all the bidders to common level of commercial terms and conditions. The Purchaser reserves the right to reject any tender which is not meeting the common commercial terms and conditions if proposed by the Purchaser, without making any reference to the bidder.
- 12.2.5 Irrespective of whether clarifications are sought for from any of the bidders or otherwise, the bidders will be free to have discussions with the Purchaser concerning the scope / details of tender etc., if they so consider necessary. For this, the bidders should send specific request for arranging meeting, to Executive Director, C&MM, NPCIL at the address given in Sr. No. 1 of the Instruction Sheet.
- 12.2.6 Based on the technical and commercial clarifications and confirmation, visits to bidders/ subcontractors work / facilities and discussions as required, Purchaser may allow some common technical or commercial deviations as the case may be and forward the list of such accepted deviation to Tender Conditions, after finalization of Part-I evaluation, to all bidder's whose Part-I e-Bid will have been found acceptable.
- 12.2.7 The bidders in general shall not have the option of revising the e-bid, unless it is approved by the Purchaser. The Purchaser shall, based on the clarification/ confirmations, discussions held and alternatives proposed by the bidders during Part-I evaluation, may communicate common acceptable deviation all the bidders whose Part –I e-bid is acceptable subject to such common acceptable deviations and authorize the option for revising the e-bid to the extent of such common acceptable deviations, to all the bidders. Any change in price effected by the bidders, justifications for such changes are to be furnished with the break up of change in price applicable. The revised/add-one-Bid should contain only the revised portion sought for and submitted in the e-Envelope made available and as per the instructions provided for the same. For evaluation, the original and the revised bids shall be considered either together or only the revised bids as the case may be.
- 12.2.8 All technical and commercial aspects pertaining to Part I (Technical and Commercial e-Bids except price) of the tender will be finalised prior to opening of Part II (Price e-Bid) and no change in this regard shall be accepted after opening of Part II (Price e-Bid).

13 Opening of Part-II (Price e-Bid)

The Part-II e-Bid of only such bidders whose Part-I e-Bids are found acceptable will be opened online at CPPP (e-tendering) portal <https://eprocure.gov.in> Due date and time for opening of the Part-II e-Bids will be decided by the Purchaser and the same shall be made available only to such Tenderers, whose e-Bids are found acceptable in Part-I, to enable them to view the Price Bids on-line at <https://eprocure.gov.in>.

14 Validity of E-Bids

e-Bids shall be kept valid for acceptance for a period of 120 (one hundred and twenty) days from the date of opening of PART II (Price e-Bid) of the tender. e-Bids with shorter validity period will be liable for rejection.

15 Evaluation of PART-II: Price E-Bid

15.1 The price adjustment provisions as indicated in para 8.0 above, shall not be taken into account for evaluation of offers.e-Bid evaluation will be done based on the total of Summary Prices which are inclusive of GST and all other indirect taxes and duties for supply of items and site work portion as per Section E of the Tender document. To facilitate the evaluation and comparison of prices, all e-bid prices expressed in foreign currency will be converted into Indian Rupees at Bills Selling exchange rates (as established by State Bank of India) applicable on the day seven days prior to due date of submission of both Part – I (Technical & Commercial Except Price) and Part – II (Price e-Bid). If the day seven days prior to due date of submission of bid happens to be a holiday, the exchange rates of next working day will be considered. For items sourced from abroad and directly delivered to the Purchaser's site, wherever the ocean/air freight and marine insurance to the port of the Purchaser's country are not quoted then, 11% of FOB prices will be considered towards ocean/air freight and marine insurance to arrive at CIF prices. In the event the actual cost towards local transportation and other services including customs clearance, port handling, inland transit insurance etc. in India are not quoted as required, the charges towards the same will be considered as 1 ½% of CIF Value for items and materials supplied from abroad and delivered directly to the project site from Indian port of entry. Applicable IGST if not quoted will be loaded to arrive at the final price for the purpose of evaluation in case of unregistered parties.

15.2 For Tender where Fiscal Concessions as per SCC are available/ applicable, the following shall apply:

- (a) For evaluation and comparison of bids, a price preference at 15% would be given to the domestically manufactured capital goods. For this purpose, the bid price of the bidders would be increased by 15% of all such CIF components contained in their price bid including the CIF component of the imported raw materials/ components required for manufacture of indigenous items. No exchange rate variation is allowed towards the value of imported raw materials and components included in the Indigenous items. For the purposes of 15% loading as above, the base exchange rates shall be Bills Selling exchange rates (as established by State Bank of India) applicable on the day seven days prior to due date of submission of e-bid. [Both Part-I (Technical & Commercial Except Price) and Part-II (Price e-Bid)]. If the day seven days prior to due date of submission of bid happens to be a holiday, the exchange rate of next working day will be considered.
- (b) Further the charges for expatriate supervision for erection and commissioning quoted in foreign currency will not be loaded by 15%.
- (c) IGST applicable on the import of finished goods which are to be delivered directly to the Purchaser's site from the port of import shall be indicated by the Bidder. This IGST will be considered for the purpose of evaluation of the bids.

15.3 The value of mandatory spares will be considered for the bid evaluation as per Section – E of the Tender. Recommended spares will not be included for bid evaluation.

15.4 The bid evaluation will be done in conjunction with the clauses contained in Section: E of the Tender.

16 Acceptance of e-Bids

- 16.1 The Purchaser reserves the right to accept or reject, lowest / any / all e-Bid(s), in whole or in part, without assigning any reasons whatsoever and without any liability to the Purchaser. The bidder notwithstanding that his e-Bid has not been accepted in whole shall be bound to supply the Purchaser, such item or items and such portion or portions of one or more items, as may be accepted by the Purchaser.
- 16.2 Acceptance of e-Bids by the Purchaser may be sent by priced Letter of Intent / Purchase Order / Contract within the validity of the e-Bid. In case of such Letter of Intent, the bidder whose e-Bids is accepted and who is herein after referred to as contractor will proceed with the execution of the contract on the basis of such advance acceptance of e-Bid without waiting for a formal purchase order/contract and will be responsible to seek and obtain whatever clarifications that are necessary from the Purchaser to proceed with the execution of the contract and contractual delivery period will be reckoned from the date of such Letter of Intent.
- 16.3 Unsuccessful bidder(s) will not be informed of the result of their e-Bid(s).

17 Consortiums

- 17.1 In view of the requirements of this tender, some of the intending bidders may pool their resources and experiences to form "Consortium" of not more than three (03) consortium partners. In their own interest the Tenderers are advised to investigate and be confident of the capabilities, availability of expertise and resources such as machines/ equipments, tools and plants and other required facilities, experienced/ qualified personnel, financial soundness, past experience, required licenses and registration and concurrent engagements of constituting partners/ members of consortium.
- 17.2 A Tenderer participating in this Tender as a member of one consortium is not allowed to be a consortium partner of any other consortium.
- 17.3 The leader of the consortium should be an Indian Tenderer who can submit the Tender on behalf of the consortium of Tenderers. A soft copy of the Memorandum of Understanding (MOU) between the consortium members duly signed by the Chief Executives of the consortium members must be uploaded as a part of their Part-I(Technical and Commercial except price bid), which should clearly define the role / scope of each partner/ member and also clearly define the leader of Consortium. It must also state that all members of the consortium shall be jointly and severally responsible for discharging all obligations under this contract. The original of such documents are required to be furnished within 7 days of the opening of Part-I bid or when sought by the Purchaser and in case of failure to do so, will make such bid liable to be rejected.
- 17.4 The bid documents shall be submitted by the leader of the Consortium and the 'Power of Attorney' from each member authorising the leader of the Consortium for signing and submission of Tender on behalf of the individual member must be uploaded along with the e-Bid(with Part-I: Technical and Commercial except price bid) The original of such documents are required to be furnished within 7 days of the opening of Part-I bid or when sought by the Purchaser and in case of failure to do so, will make such bid liable to be rejected.
- 17.5 The Consortium must fulfil the Qualifying Requirements (QR) as per clause no. 2.0 of 'Section: A'. One set of soft copy of the documents in support of meeting the qualification requirements in respect of each of the consortium partner shall also be uploaded along with the Part – I (Technical and Commercial except price E-bid). The original of such documents are required to be furnished within 7 days of the opening of Part-I bid or when sought by the Purchaser and in case of failure to do so, will make such bid liable to be rejected.

- 17.6 In the event the work is awarded to the consortium, the leader and each of the other members shall be jointly and severally responsible for the execution of the contract.
- 17.7 The leader of the consortium on behalf of the consortium shall co-ordinate with NPCIL's authorised officer(s) only, during the period while the tender is under evaluation, as well as during the execution of work. And he shall also be responsible for resolving disputes / misunderstanding / undefined activities, if any, amongst all consortium members.
- 17.8 Any correspondence exchanged with the leader of the consortium shall be binding on all consortium members.

18 Canvassing

- 18.1 Canvassing in any form with regard to this tender will lead to rejection of the E-bid.

19 Corrupt or Fraudulent Practices

- 19.1 NPCIL requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, NPCIL:

(a) defines, for the purpose of these provisions, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and
 - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of NPCIL, and includes collusive practice among Bidders (prior to or after e-Bid submission) designed to establish e-Bids prices at artificial non-competitive levels and to deprive NPCIL of the benefits of free and open competition.
- (b) will reject a proposal for award of work if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts if at any time it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

20. Banning of Business Dealings by NPCIL

20.1. Grounds for Banning

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

- 20.1.1. Involvement in cartel formation during bidding.
- 20.1.2. Baseless allegations by the bidder on NPCIL evaluation Process or officials.
- 20.1.3. 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.

- 20.1.4. Malafide /unlawful acts /malpractices or improper conduct on part of Contractor based on the approved findings of the Investigation agency.
- 20.1.5. If the Contractor misuses the premises or facilities of the NPCIL forcefully occupies, tampers or damages the Company 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.
- 20.1.6. Security concerns for the assets of the Corporation and State.
- 20.1.7. 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 public bidding and execution.
- 20.1.8. 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.
- 20.1.9. Supply of Counterfeit items.

20.2. Show Cause Notice

- 20.2.1. 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. 20.1.
- 20.2.2. 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.

20.3. Period of Banning

The period of banning shall be for a period of three years or as considered appropriate by NPCIL in the first instance and for a period up to five years for repeated instances.

20.4. 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:-

- 20.4.1. The bidder shall not be allowed to participate in any future tender enquiry. If the bidder 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 bidder have been opened prior to the order of banning, such bids shall be rejected.
- 20.4.2. The bidder shall not be permitted to participate in any business process in any form or entity i.e. as 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.

- 20.4.3. The bidder shall not be allowed to participate as Sub-Vendor/sub-contractor in the tenders for contracts for works, service and supplies.
- 20.4.4. 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.
- 20.4.5. The completion certificate issued to the contractor shall make a mention regarding banning during execution of the contract.
- 20.4.6. Banned bidder shall not be permitted to submit the bid. The bid submitted by the banned bidder shall be summarily rejected.

21 **Civil Liability for Nuclear Damages(CLND) Act 2010 & Rule 2011 thereof:**

Subsequent to the enactment of CLND Act 2010 and Rule 2011, the Purchaser shall have Right to Recourse against the contractor in accordance with provisions under Section 17(a) of Civil Liability for Nuclear Damage Act, 2010, as referred in GCC.

To have clarity on the terms used in the CLND Act 2010 and Rule 2011 pertaining to Right to Recourse, following definition to be considered by the bidder before submission of bids.

- i. **“Contractor”** – shall be as per applicable GCC.
- ii. **“Supplier”** shall be **as defined in CLND Rule 24-2.**
- iii. **“Product Liability Period (PLP)”** shall be **as defined in CLND Rule 24-2.**

Explanation w.r.t. GCC: In case of supply of equipment(s), PLP shall be the Defect Liability Period plus contractual Latent Defect Liability Period, where as in case of services, PLP shall be up to Defect Liability period as defined in applicable GCC.

- iv. **“Initial License”** (Refer CLND Rule 24-2): The initial license, unless otherwise specified, is valid for a period of five years from the date of its issue by AERB.

22 The “Public Procurement (preference to make in India) Order 2017” issued by Department of Industrial Policy and Promotion (now Department for Promotion of Industry and Internal Trade, DPIIT), Ministry of Commerce and Industry, Government of India vide No - P-45021/2/2017-PP (B.E.-II) dated 15/06/2017, as amended from time to time and as applicable on the date of submission of tender, herein after referred as “PPP-MII Order 2017” is applicable for participation in this tender. Accordingly, only those bidders eligible as per “PPP-MII Order 2017” shall be considered for this tender. The bidders are required to upload relevant documents as per the “PPP-MII Order 2017” along with their bid to avail benefits of this Order.

22.1 **Local content**

‘Local content’ means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured

(excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

22.2 Class-I Local supplier

‘Class-I local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this Order.

22.3 Class-II Local supplier

‘Class-II local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content more than 20% but less than 50%, as defined under this Order.

22.4 Non-Local supplier

‘Non – Local supplier’ means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20%, as defined under this Order.

22.5 Margin of purchase preference

‘Margin of purchase preference’ means the maximum extent to which the price quoted by a “Class-I local supplier” may be above the L1 for the purpose of purchase preference.

22.6 Verification of Local content

The “Class-I local supplier / Class-II local supplier” at the time of tender, bidding or shall be required to indicate percentage of local content and provide the self certification that the item offered meets the local content requirement for Class-I local supplier / Class-II local supplier, as the case may be. The bidders shall also give details of the location’s at which the local value addition is made, in online bidding form (Part-I of the offer) provided for this purpose.

Action on falls declarations will be as per extent General Financial rules and other details given in the above referred Government of India office Order No. P-45021/2/2017-PP (BE-II) dtd. 4th June 2020, issued by Public Procurement Section, Department for Promotion of Industry and Internal Trade (DTIT), Ministry of Commerce and Industry, Government of India

22.7 The Procedure for preference to make in India (Where Tender is not divisible in nature)

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to ‘Class-I local supplier’ in procurements undertaken by procuring entities in the manner specified here under.

(b) In the procurements of goods or works, which are covered by para 3(b) (of above referred office order) and which are **not divisible in nature**, and in procurement of services where the bid is evaluated on price alone, the ‘Class-I local supplier’ shall get purchase preference over ‘Class-II local supplier’ as well as ‘Non – Local supplier’, as per following procedure:

- (i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I local supplier’, the contract will be awarded to L1.
- (ii) If L1 is not ‘Class-I local supplier’, the lowest bidder among the “Class-I local supplier”, will be invited to match the L1 price subject to Class-I local supplier’s quoted price falling within the margin of purchase preference, and the contract shall be awarded to such ‘Class-I local supplier’ subject to matching the L1 price.
- (iii) In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price, the “Class-I local supplier” with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the ‘Class-I local supplier’ within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

(c) “Class-II local supplier” will not get purchase preference in any procurement, undertaken by procuring entities.

23 Disclosures

- 23.1 Any change in the constitution of the contractor’s firm, where it is a partnership firm, joint venture or consortium partnerships as declared in the E-bid should be disclosed to NPCIL, at any time between the submission of E-bids and the signing of the contract. The same shall be disclosed during the currency as per the GCC clause no. 1.11.2 (Changes in Constitution).

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SECTION – B

GENERAL CONDITIONS OF CONTRACT (FORM NO. GCC/Supply-1/Rev.5)

NUCLEAR POWER CORPORATION OF INDIA LIMITED SUPPLY CONTRACTS SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement / amend General Conditions of Contract (GCC) – Form No.GCC/Supply-1/Rev.5. Wherever there is a conflict between the two, the provisions in SCC shall prevail over those in the GCC.

GCC Clause	GCC Description	SCC Clause	SCC Description
3.4.2 (a)	Security Deposit	1.1	Contractor shall furnish Security Deposit for 10% of the Basic Price (inclusive of P&F charges) in respective contract currencies , for due performance of the said contracts, in the form of a Bank Guarantee within 30 days from the date of award of contracts and it shall be valid till satisfactory completion of the contract and submission of Performance Bond Bank Guarantee pursuant to GCC Sub clause 3.4.5 below, plus a claim period of three months for lodging of claims, if any.
3.4.5 (a)	Performance Bond	1.2	The contractor shall submit a Performance Bond in the form of Bank Guarantee for an amount equal to ten (10) percent of the Basic Price (inclusive of P&F charges) in respective contract currencies as a security for satisfactory performance and warranty/ guarantee of the Stores supplied by the Contractor and its sub-contractors under the contract.
5.2	Price Basis	1.3	Price Basis: The Contract prices of all items and spares covered under the contract shall be on DAP Purchaser's Site – INCOTERM-2010 basis.
5.2.1	Price Basis	1.3.1	Price break-up of indigenous items and spares shall be indicated as follows: i. Basic price including but not limited to Packing & Forwarding Charges and CIF value of imported raw material/component, if any, required for indigenous manufacturer. ii. Inland transportation (freight) and Insurance charges. iii. Applicable percentage of GST on the above two components. Input Tax Credit (ITC) available to the bidders shall be taken into consideration in quoted price and the bidder shall pass on the benefits to the Purchaser.CIF value of the imported raw materials/components included in the Basic

			Price (inclusive of P&F charges) of indigenously manufactured items shall be shown separately for the purposes of 15% price preference loading vis-à-vis domestically manufactured goods for availing Deemed Export benefits, if any.
5.2.2	Price Basis	1.3.2	Price break-up of imported items and spares delivered directly to the Site from Indian port of entry shall be indicated as follows: i. FOB/FCA Price ii. Handling charges in Port of Origin, if applicable, Marine/Air Freight & transit (Marine) Insurance. iii. Customs Duty, if applicable. iv. Applicable percentage of IGST. v. Port handling/Clearance Charges at Indian Port, Inland transportation and transit insurance charges. vi. Applicable percentage of GST on the above component indicated in (v).
5.3	Currency of Payment	1.4	For Supply of equipment, spares and other materials from indigenous sources, DAP price of such items inclusive of CIF value of imported raw material/components, shall be in Indian Rupees (INR).
5.4	Price adjustment	1.5	The word Ex-works wherever appears should be read as Basic Price (inclusive of P&F charges) – INCOTERMS-2010.
5.5	Price adjustment formula	1.6	The word Ex-works wherever appears should be read as Basic Price (inclusive of P&F charges) – INCOTERMS-2010
5.6	Terms of Payment	1.7	The word Ex-works wherever appears should be read as Basic Price (inclusive of P&F charges) – INCOTERMS-2010.
5.6.1 (b)		1.7.1	Balance 10% Basic Price (inclusive of P&F charges) /FOB price will be released on acceptance of the Stores at Site after inspection and issue of Site Stores Inspection Report / Receipt Voucher by the consignee (GCC Sub clause 1.1.1 (a)), submission of bank guarantee by the Contractor for 10% of Basic Price (inclusive of P&F charges) in respective contract currencies towards performance of stores as per GCC Sub clause 3.4.5 and if required under the Contract, and in case of contract(s) with Free Issue Material (FIM) Certificate of completion of Free Issue Material accounting by Purchaser's representative and receipt of Receipted delivery challan for return of balance Free Issue Material (FIM) to Purchaser's Stores. For Supply of plant /equipments/machinery/instruments including erection and commissioning, balance 10% (ten) percent of the Basic Price (inclusive of P&F charges) / FOB value for supply plus erection and commissioning charges and taxes in full as applicable thereon will be released on acceptance of the plant/equipment /machinery/instruments at Site after commissioning and

			final acceptance (GCC Sub clause 1.1.1 (b)), and submission of other documentary evidence as mentioned in the first para of this GCC sub-clause 5.6.1 (b).
5.12	Taxes and Duties	2.1	2.1. <u>Indirect Taxes and Duties</u> 2.1.1. The Bid prices shall be inclusive of Goods and Services Tax (GST) and any other Indian Indirect Taxes payable in India for the final product / services. However break up of price components should be shown as required in Price Schedule. 2.1.2. The Contractor shall bear all non-Indian taxes, duties, levies etc. payable upto FOB in respect of sourcing items from abroad. 2.1.3. Contractor shall be responsible for payment of all Indian Taxes, Duties including IGST on imports and all other statutory levies as applicable in connection with supply of the Stores. However, Supplies on High Seas sales basis the IGST shall be reimbursed by the purchaser. The prices DAP shall be inclusive of all Taxes, Duties and other Statutory levies payable under the law of the Land. The Contractor shall however take into account Fiscal Concessions available to the subject contract as detailed in the below mentioned paras and pass on the benefit to the Purchaser. As Price is inclusive of GST, and payable against the supply as per statute no separate GST will be paid along with Price Adjustment component (if billed separately). 2.1.4. In case, there is no increase in GST rate within Contractual Delivery Date, GST as applicable or quoted, whichever is lower will be reimbursed by Purchaser limiting to the rate prevailing within the Contractual Delivery Schedule. 2.1.5. GST as applicable or quoted, whichever is lower will be reimbursed by Purchaser limiting to the rate prevailing within the contractual delivery schedule. 2.1.6. In case of increase in existing taxes/ duties and /or introduction of any other new indirect taxes / cess, if levied by Government during the contractual delivery period, the incremental rate of existing taxes/levies and/or any other new indirect tax/cess, shall be reimbursed / paid by the Purchaser upon verification of the documentary evidence submitted and its acceptance by the purchaser. The payment/reimbursement of statutory variations in the rates of tax and/or of new tax, duty or levy

			imposed under statute or law in India as above would be restricted only to direct transactions between the Owner and the Bidder. This provision shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes. 2.1.7. For extension in the contractual delivery period for the reasons attributable to the Purchaser and/or Force Majeure, increase in existing taxes & duties, if any, and new tax component introduced in the extended period shall be reimbursed to the Contractor subject to the submissions of necessary documentary evidence. No increase / new tax shall be payable during the delay period due to reasons attributable to the Contractor. 2.1.8. If there is an upward revision in the rate of GST within CDD due to change in classification by the bidder, such upward revision shall not be entertained as per clause no 2.1.6 & 2.1.7 and the payment towards GST will be restricted to the quoted rate of GST. 2.1.9. GST on Liquidated Damages (LD), as applicable, shall be to the account of the Contractor and shall be recovered from payments due to the Contractor. 2.1.10. The bidders are required to examine the provisions of The Central Goods and Services Tax Act 2017(CGST), The Integrated Goods and Services Tax Act 2017(IGST), The relevant SGST act of the State Government, The Union Territories Goods and Services Tax Act 2017(UTGST) and The Goods and Services Compensation to States Tax Act 2017 and their Rules as being enacted and amended from time to time. The bidders are required to take into account all input tax credits and the exemptions available therein while furnishing their bids. 2.1.11. The Bidder shall quote the prices giving breakup in the manner specified in the Price Schedule. The Bidder shall quote the applicable rate of GST in the Price Schedule. 2.1.12. For the purpose of Evaluation, GST quoted in the Bid shall only be considered. 2.1.13. The Bidder shall indicate the taxes and duties as applicable seven (7) days prior to last date for Bid
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			Submission. 2.1.14. The Bidder is required to quote the rate of GST applicable under GST Law in the Price Schedule while giving the breakup of prices. 2.1.15. In case GST registered Bidder has quoted GST rate as '0' (Zero), the quoted price shall be considered to be inclusive of GST as applicable. 2.1.16. In case of bid received from dealers who have opted for the composition scheme under GST Law, the Bidder shall specifically mention the same in his Bid. Owner shall not be liable to pay/reimburse any GST on the supplies made by such dealers under the Order/Contract. 2.1.17. In case of bid received from unregistered dealer, for evaluation their bid shall be cost compensated as per the GST rate applicable in view of Reverse Charge Mechanism (RCM) as per GST Law. 2.1.18. In case of all materials identified by the Supplier and Owner to be dispatched directly from the sub-vendor's work to Owner's site, the Supplier shall ensure that his sub-vendors raise Tax invoices as per the provisions of GST Law, "Billed to the Supplier and Shipped" to the Owner's site. The Supplier shall further ensure that he raises his corresponding Tax Invoices in the name of Owner during transit of the materials before the delivery of materials is taken by Owner. 2.1.19. The implications of GST on return of goods will be as per the provisions of the relevant GST Laws. 2.1.20. Bidders are required to provide their GST Registration numbers, the HSN code of the goods/SA Code for services and the applicable rate of GST as in the Commercial Terms and Conditions of the bid submitted in Part-I (Technical and Commercial bid except price). 2.1.21. While claiming the GST, the Tenderers are required to adhere to the provisions available therein. The Contractors are required to ensure that, the details of GST charged in the Invoice and other details are filled in the GST Returns within the due date as notified by the GST Council, and also certify the same in Annexure-F, only upon which reimbursement of GST would be considered.
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			2.1.22. Please note that in case any refund/credit to GST is granted to Tenderers by GST Authorities in respect of stores supplied under the contract, Tenderers will pass on the credit to the Purchaser immediately along with a certificate from bidder's Director/Manager/Proprietor/Accountant that the credit so passed on relates to the GST originally paid for the stores supplied under the contract. 2.1.23. When GST is claimed by the Contractor / supplier in general the certificate as per Annexure F should be submitted to the paying authority with their invoices. 2.1.24. For items not covered under GST, the bidder is required to quote Excise Duty/VAT/CST as applicable in the Price Schedule wherever GST is mentioned in price format, while giving the breakup of Prices. 2.2. <u>Direct Tax: - Tax Deduction at Source</u> 2.2.1. The Purchaser shall have the right to withhold taxes on income, excess profits, royalty and other taxes from payments due to Contractor under this Contract to the extent that such withholding may be required by the government of India or any relevant authority thereof or by the government of any other country, and payment by the Purchaser to the respective governmental office of the amount of money so withheld will relieve the Purchaser from any further obligation to Contractor with respect to the amount so withheld. 2.2.2. The Purchaser shall, at the time of its payments due to the Contractor, withhold the necessary taxes at such rate as is required by any Government Authority, unless and to the extent that the Contractor shall produce to the Purchaser any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate. 2.2.3. The Purchaser shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by the relevant law to enable the Contractor to file the same with the Government Authority as a proof of payment of such taxes.
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			2.2.4. All taxes levied on Contractor's corporate income or profits shall be for the account of Contractor and shall not be reimbursed by the Purchaser. Contractor shall also be responsible for payment of income taxes of its personnel levied in India or elsewhere. 2.3. Indirect Tax-Tax deduction at source 2.3.1. The Purchaser shall, at the time of its payments due to the Contractor, withhold the necessary tax at source at such rate if required under the legislation unless and to the extent that the Contractor shall produce to the Purchaser any certificate issued by a Government Authority (having authority to issue such certificate) entitling the Contractor to receive the payments under the Contract for a prescribed period without deduction of any tax or deduction at a lower rate. 2.3.2. In case of such deductions as mentioned above, the Purchaser shall provide the necessary withholding tax certificates to the Contractor within the time stipulated by the relevant law to enable the Contractor to file the same with the Government Authority as a proof of payment of such taxes.
	New Clause	3.0	<u>Fiscal Concessions for Nuclear Power Projects(NPPs) Not Applicable</u> 3.1 Nuclear Power Project of capacity 440 MW or more have been notified by GOI for eligibility towards fiscal concessions. As such the goods required for setting up these projects are subject to 'NIL' Customs duty as per the extant policy of Government of India (vide Customs Notification No. 50/2017 dated 30-6-2017 and updated upto 05-12-2017 (in the list 32 at Sr. No. 602). In consideration of the aforesaid Fiscal Benefits, no customs duty on goods shall, therefore, be payable/ reimbursable by the Purchaser to the Contractor. Similarly, as per the paragraph 7.02 (h) of Foreign Trade Policy 2015-2020 of Government of India, Domestic Contractors supplying goods for these projects under the procedures of National competitive bidding or International Competitive bidding shall be eligible for benefits of 'Deemed Export' under paragraph 7.03 (a) relating to advance authorisation and 7.03 (b) relating to deemed export draw back of the Policy and paragraphs 7.02(d), 7.03(g) and 7.05(b) of Hand Book of Procedures) issued by the Director

			General of Foreign Trade, Department of Commerce, Ministry of Commerce and Industry, Government of India (DGFT Trade Notice Number 11/2018 dated 30.06.2017). In consideration of the aforesaid Fiscal Benefits, no customs duty on goods shall, therefore, be payable/ reimbursable by the Purchaser to the Contractor. 3.2 The bidders are solely responsible for adherence and compliance with the necessary processes, procedures and documentation as may be stipulated by the concerned Statutory Authorities connected in respect of availing such fiscal benefits. The Purchaser, shall, however, make available only the requisite documents or certifications as per the extant rules and procedures for availing the above exemptions/concessions by the Contractor. 3.3 In the event of subsequent denial of the above benefits prevailing as on the last date of submission of the bid, by the designated authorities to the Contractor, either on the basis of interpretation of the provisions of such benefits or due to change in law, such indirect taxes will be reimbursable by the Purchaser at actual rates for the supplies made within the Contractual Delivery Dates or extended Contractual Delivery Dates due to reasons attributable to the Purchaser/Force Majeure. And for the supplies that are made beyond the Contractual Delivery Date due to reasons attributable to Contractor, the reimbursement of taxes shall be made by the Purchaser limiting to the rates prevailing on the Contractual Delivery Date.
5.5.6	Price Adjustment	4.1	In case of supplies which are delayed beyond the Contractual Delivery Date (as given in the Contract) for reasons attributable to the Purchaser, the price adjustment provisions shall continue to be applicable for an additional period equal to delay caused by the Purchaser, subject to GCC sub-clause 5.4.1, 5.4.2 & 5.4.3. This shall, however not deemed to be automatic extension of Contractual Date of Delivery. In case of supplies which are delayed beyond the Contractual Delivery Date (as given in Contract) for reasons attributable to the Contractor or Force Majeure events, the provision of Price Adjustment shall be as per PO terms, regulated on the basis of the indices as applicable as per PO terms on the original CDD or the indices as applicable as per PO terms on the actual

			delivery date, whichever is lower. In case Supplies are delayed beyond the Contractual Delivery Date (as given in the Contract) and the total delayed period can be apportioned between delays due to the Purchaser, the Contractor and / or Force Majeure events, Price adjustments for the period of delay caused by the Purchaser will be allowed considering as if this delay due to the Purchaser happened first, immediately after Contractual Delivery Date, irrespective of actual point in time in which such delay by Purchaser occurs. No price adjustment shall be allowed for delays apportioned to the Contractor and / or Force Majeure events.
5.7	Application for Payment		This clause is deleted.
6.5.2	Transfer of Ownership	4.2	Ownership of the indigenous stores (including spare parts) shall be transferred to the Purchaser when the Stores are brought on to the Site.
6.5.3			This clause is deleted.
6.8.3	Indemnity for Taxes and Duties	4.3	The Contractor shall be responsible for filing all necessary Tax returns (including, without limitation, returns for Corporate Income tax, Personal Income tax and GST) with the relevant Government Authorities in accordance with all applicable statutory requirements and shall be responsible for providing all information requested by such Government Authorities.
	New Clause	4.4	End use verification shall not be agreed upon by NPCIL, in case of imports under any circumstances. Further, the bidder/ Contractor shall make attempts to import Raw Material / Components if necessary, without insisting for “End User Certificate”.
9.4.2	Transportation	4.5	For Contracts placed on DAP- Purchaser’s site basis: i) The Contractor shall transport at his own risk and expense and deliver the Items at the destination specified by the Purchaser, by selecting any safe mode of transport unless otherwise stated in the contract. ii) Unless otherwise expressly mentioned in the Contract, the Contractor shall pay and bear all freights and all costs and expenses for transporting the items to the place of delivery specified in the Contract and the price specified in the Contract shall be inclusive of all such packing, handling, forwarding, freight and transit insurance charges. The Contractor shall however, indicate the break up price towards freight and transit insurance charges.

			iii) Unless otherwise provided in the Contract, the Contractor shall be entitled to select any safe mode of transport without any transshipment, to carry the Plant and Equipment. iv) The Contractor shall be responsible for obtaining, if necessary, approvals from the authorities for transportation of the Stores to the Site. The Contractor shall indemnify and hold harmless the Purchaser from and against any claim for damage to roads, bridges or any other traffic facilities that may be caused by the transport of the Stores to the Site. v) The Contractor shall indemnify and hold the Purchaser harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of Stores and shall negotiate and pay all claims arising from their transport. vi) In the event any stores or item is damaged, lost, stolen, destroyed or otherwise impaired while in storage or transit, Contractor shall at its own expense and cost restore or replace such affected stores or item.
9.4.3	Transportation	4.6	The clause is deleted.
9.4.6	Transportation	4.7	<u>Documentation for Supply of Indigenous Items</u> On the day of transport, the contractor shall send to the Purchaser by courier for information, a copy of each of the following documents: i) Transportation documents like airway bill / lorry receipt / railway receipt / delivery challan/ e way bill, etc. ii) Certificate of insurance; iii) Invoice with itemised prices duly signed by Contractor. iv) Copy of packing lists for each separate package; v) Shipping release issued by Purchaser or his authorized representation; vi) Contractor shall also be responsible for obtaining clearances, if any for timely and safe delivery of items to the site.
9.5.2	Custom Clearance	4.8	The Contractor shall, at its own expense; handle all imported Stores at the point(s) of import and shall handle any formalities for customs clearance. The Purchaser will make available to the Contractor all documents / applications that are required to be made in the name of the Purchaser as per applicable laws or regulations including requisite documents or

			certifications as per the extant rules and procedures for availing the exemptions/concessions in Customs Duty, if any. However, it is the responsibility of the Contractor to approach the Purchaser and obtain necessary documents / certificates from the Purchaser well in advance.
13.2.4	Cancellation / Termination of Contract in Full or Part	5.0	In case the Contract is terminated under GCC sub-clause 13.2.1 or 13.2.2 above, the Purchaser shall on such termination have powers to purchase from elsewhere, at the risk and cost of the Contractor (including departmental overhead charge @30% of the total expenditure incurred to complete the balance supply / work), the Stores or part thereof, not delivered and contract for which is terminated, or other items of similar description when such Stores exactly complying with the Particulars are not in the opinion (such opinion being final) of the Purchaser readily procurable.
14.2.5	SETTLEMENT OF DISPUTE	6.0	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 inter se 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.
15	ABBREVIATION	7.0	ABBREVIATIONS USED BHP Brake Horse Power BOQ Bill of Quantity C&MM Contracts and Materials Management Department ECC Erection Completion Certificate EPC Engineering, Procurement and Construction Contract CDD Contractual Delivery Date Central Goods and Services Tax (CGST) CMRCIV Contractor's Material Receipt Cum Issue Voucher DAP Delivered at Place DCR Design Concession Request DRB Dispute Resolution Board ECS Electronic Clearance System FIM Free Issue Material FOB Free on Board

			Goods and Services Tax (GST) GCC General Conditions of Contract GR Good Receipt Integrated Goods and Services Tax (IGST) IPR Intellectual Property Rights ITT Invitation to Tender INR Indian Rupees kW Kilo Watt kWh Kilo Watt Hour L/C Letter of Credit LD Liquidated Damages LIBOR London Inter Bank Offer Rate LR Lorry Receipt MRICAR Material Receipt Intimation Cum Acceptance Report NDT Non Destructive Testing NPCIL Nuclear Power Corporation of India Limited PLR Prime Lending Rate PO Purchase Order QA Quality Assurance Rs. Indian Rupees RR Railway Receipt SCC Special Conditions of Contract State Goods and Services Tax (SGST) Sq. Square T&P Tools, Plants and Equipments Union Territory Goods and Services Tax (UTGST) USD US Dollar UKP UK Pound
10	GCC		Annexure F: ‘Certificate towards Excise Duty’is substituted with Annexure-F : Format for “Goods and Services Tax” Annexure G and Annexure H are deleted.

SECTION – C

TECHNICAL SPECIFICATIONS OF STORES

ANNEXURE - I

TERMS & CONDITIONS for High Speed Diesel (HSD)

1. HSD shall be supplied on AS AND WHEN REQUIRED basis for one year on DAP basis (MAPS SITE KALPAKKAM).
2. Supply shall be made in 12 K.L. capacity supplier's tanker on each trip.
3. Test certificate covering all parameters as per IS should accompany each supply.
4. Prices ruling at the time of supply will be applicable.
5. Deliver period 1 week (7 days) from the date of intimation.

SECTION – D

FORMAT FOR SUBMISSION OF PART-I

TECHNICAL AND COMMERCIAL BID (EXCEPT PRICE) OF THE TENDER

TENDER FORM

PART-I

(Technical and Commercial Bid except price)

From

M/s.	Tenderer's Bid No.:	
	Dated	
Tel. No. :	Tender No. :	As per NIT
Fax No. :	Last date for receipt of Part-I & Part-II of the tender (As per NIT) upto 11.00 Hrs. IST :	
E-mail :	Due date for opening of Part-I of the tender (As per NIT) at 11:30 Hrs. IST :	

To

Head (C&MM)
CONTRACTS AND MATERIALS MANAGEMENT
GROUP, MADRAS ATOMIC POWER STATION,
KALPAKKAM – 603102, TAMIL NADU,
INDIA.

Dear Sir,

1. I/We have read the 'Invitation to Tender & Tendering Conditions' and the 'Conditions of Contracts' as set out in Section-'B' of the tender documents.
2. I/We have thoroughly examined the specifications, drawings and/or patterns quoted or referred to herein and/or fully aware of the nature of the stores required and my/our bid is to supply the stores strictly in accordance with the requirements under this tender as detailed in Section-'C' of the tender documents.

3. I/We hereby agree to supply the stores, strictly adhering to the Conditions of the Contract as set out in Section-B of the tender document.
4. You will be at liberty to accept any one or more of the items of stores offered by us and I/We shall be bound to supply you the stores as may be specified in the purchase order/contract.
5. I/We hereby agree to keep the prices and our bid valid for your acceptance for a period of **120** (one hundred and twenty) days from the date of actual opening of Part -II of this tender.
6. Deviations to technical specifications contained in Section-‘C’ of the tender documents are detailed in Annexure-'A' to the tender form and compliance proposed to Conditions of Contract contained in Section-‘B’ of the tender documents are detailed in Annexure-'B' to the tender form.
7. I/We hereby authorize you to conduct any enquiry to verify the statement/documents and information submitted in connection with this tender form and to seek clarifications from our bankers and clients regarding any financial and technical aspects.
8. I/We are also enclosing herewith all the leaflets/catalogues etc. pertaining to the stores offered.

Yours faithfully,

Stamp and Signature of the Tenderer

Encl:

Deviations / Compliance to technical specifications and other details –Annexure-A
Compliance to Conditions of Contract Annexure ‘B’
Checklist Annexure ‘C’
Leaflets/Catalogue.

Tender no and Date	AS PER NIT
Last date for receipt of Part-I & Part-II of the tender	
Due Date for opening of Part-I of the tender	

Sl.No.	Item Description	Qty	UOM	PRICE
1.	Supply of High Speed Diesel Oil Confirming to IS 1460:2005, BS IV in 12KL capacity supplier's Tanker on "As and When Required" basis for a period of One year on DAP(Delivered at named place as per incoterms 2010) MAPS site Kalpakkam – 603 102 basis.	144	KLT	to be filled in online Bidding form only

IMPORTANT NOTE:

1. Kindly refer the attached Technical Specification for supply of High Speed Diesel Oil Confirming to IS 1460:2005,BS IV in 12KL capacity supplier's Tanker on "As and When Required" basis for a period of One(1) Year.
- 2. The Tenderer shall take special care not to mix up price details submitted against Part-II (Price bid) with Part-I (Technical and Commercial bid except price) and vice versa. Any violation of this condition may lead to rejection of his tender.**
3. All communications other than in e-mode form, if necessitated, in respect of Two Part Tenders shall be addressed only to Head, CMM, Contracts & Materials Management Group, Madras Atomic Power Station, Kalpakkam – 603 102, Email: umeshshah@npcil.co.in / pvprabhu@npcil.co.in from the date of publishing of e-tender and till the finalization of the e-tender (i.e., CPPP) and to no other authority in NPCIL as per the conditions stipulated in the enclosed Invitation to Tender and Tendering Conditions.

ANNEXURE A

BIDDERS TO MAKE AND ATTACH WITH PART-I BID

ANNEXURE B

(To be furnished duly filled in along with Part-I - Technical & Commercial bid except price)

1.0 Format for submission of Commercial Terms and Conditions of Tender bid

Terms of bid (Please tick [√] appropriately)	
<u>Price</u>	
Price Terms: DAP i.e., Delivered At Place (MAPS site kalpakkam – 603 102) basis. As per Incoterms 2010 DAP stands for : The Seller delivers when the goods are placed at the Buyer's disposal on the arriving means of transport ready for unloading at the names place of destination. The Seller bears all risks involved in bringing the goods to the named place.	To be submitted Online
Goods and Services Tax: • _____% GST / _____ % IGST Included in the Quoted Price	
<u>PAYMENT TERMS:</u> • Credit payment(100% within 30 days of receipt and acceptance) • As per of clause no 5.6 of GCC Form No. GCC/SUPPLY-1/R-5 are acceptable.	
<u>Place of Delivery: MAPS SITE, KALPAKKAM 603102.</u>	
<u>DESIRED DELIVERY SCHEDULE:</u> <u>SUPPLY:</u> Contract shall be valid for a period of one (1) year from the placement of purchase order. However, each requisition (i.e., “as when required”) shall be Delivered within 1 week (7 days) from the date of each intimation from the SM (C)/DGM(C&MM) or their authorized representative from C&MM.	
<u>Offer Validity Period</u>	

2.0 Format for submission of Compliance to the Conditions of Contract contained in Section-B of the tender.

- 2.1 The tenderer shall note that any deviation to above mentioned terms and conditions of our tender may lead to disqualification of their Bid.
- 2.2 The compliance/confirmation to the specific clauses may please be furnished as per the format below:

Sr. No.	Item / Description	Bidder's Compliance / Confirmation
I	Acceptance of "Security Deposit" as per Clause No. 3.4.2 under GCC/SUPPLY-1/R-5.	
II	Acceptance of "Subletting / Assignment of Contract" as per Clause No.3.7 under GCC/SUPPLY-1/R-5.	
III	Acceptance of "Defect Liability" as per Clause No.6.4 under GCC/SUPPLY-1/R-5.	
IV	Acceptance of "Liquidated Damages" as per Clause No.6.2 under GCC/SUPPLY-1/R-5	
V	Acceptance of "Quality Surveillance, Inspection, Acceptance and Rejection" as per Clause No.10 under GCC/SUPPLY-1/R-5.	
VI	Acceptance of "Terms of Payment" as per Clause No.5.6 under GCC/SUPPLY-1/R-5.	
VII	Acceptance of "Settlement of Dispute" as per Clause No.14 under GCC/SUPPLY-1/R-5.	
VIII	Acceptance of "Confidentiality" as per Clause No.1.10 under GCC/SUPPLY-1/R-5.	
IX	Compliance to the remaining clauses of GCC/SUPPLY-1/R-5.	

S

SECTION – E

(FORMAT FOR SUBMISSION OF THE PRICE BID OF THE TENDER)

SECTION – E CONSISTS OF THE FOLLOWING SUBSECTIONS

- **TENDER FORM**
- **NOTES**
- **FORMAT FOR SUBMISSION OF PRICE BID OF THE TENDER**

(To be submitted duly filled in by the bidder)

TENDER FORM

PART-II (Price Bid)

From

M/s.	Tenderer's Bid No.:	
	Dated	
Tel. No. :	Tender No. :	As per NIT
Fax No. :	Last date for receipt of Part-II of the	
E-mail :	tender <u>(As per NIT)</u> upto 11.00 Hrs. IST :	

To

Head (C&MM)
CONTRACTS AND MATERIALS MANAGEMENT
GROUP, MADRAS ATOMIC POWER STATION,
KALPAKKAM – 603102, TAMIL NADU,
INDIA.

Dear Sir,

1. In response to your invitation to the tender and as per your tendering conditions, the price and quantity schedule of items applicable for the scope of supply (and other commercial terms and conditions) contained in Part-I (Technical and commercial bid except price) are indicated in the format as Annexure to this tender form.
2. We hereby agree to keep the price and other commercial terms and conditions valid for your acceptance for a period of 120 (one hundred and twenty) days from the date of opening of Part-II (price bid) of the tender.

Yours faithfully,

Stamp and Signature of the Tenderer

SECTION – E

Notes:

- 1.0 The bidders are required to quote for the entire scope of the work as contained in the Section-E (Rev. 1) Price Schedule enclosed herewith.
- 2.0 Schedules / Bill of Quantities are to be read for the purpose of pricing in conjunction with the General Conditions of Contract, Special Conditions of Contract, Technical Specifications and Drawings, Special Instructions to the Tenderer, etc. as contained in the Tender Document. Prices are to be quoted in accordance with GCC Clause no. 5 (contract price and payment) and corresponding SCC., if any.
- 3.0 This is an item rate contract, however responsibility for inclusion of rates for all the items as per the Schedule of Quantities and Rates as per Section-E lies with the contractor. In case the rate of any item is not quoted by the bidder/s in their package, the highest rate of the other bidder for the same item shall be loaded to arrive at the total price. The total price thus arrived shall be considered for bid evaluation.
- 4.0 The Price(s) of mandatory spares listed in Section-E shall be considered for **Price bid evaluation**. In case the price of any item/s is not quoted by the bidder in his/their package, the highest price of other bidders for the same item/s shall be loaded to calculate the total price of mandatory spares. Total price of mandatory spares, thus arrived, shall be considered for price bid evaluation.
- 5.0 The bidders are required to take note of the testing requirements of the items being quoted under this package as per clause no. 10 of “Invitation to Tender and Tendering Conditions” and “Technical Specification” and quote price in Section-E accordingly.
- 6.0 The requirement of special tools and tackles is for erection, commissioning and subsequent maintenance of all the equipment in the scope of this tender. The prices of Special tools and tackles shall be included in the price of corresponding items/equipment.

* * *

Details for submission of TENDER FEE DEMAND DRAFT etc.

Beneficiary	:	Manager(F&A), MAPS
Bank Name	:	State Bank of India
Account No.	:	35160060466
IFSC Code	:	SBIN0002219
Branch address	:	DAE Township, Kalpakkam-603102

Details for submission of TENDER FEE by Net Banking/RTGS/NEFT etc.

Beneficiary	:	Nuclear Power Corporation of India Ltd.
Bank Name	:	State Bank of India
Account No.	:	35160060466
IFSC Code	:	SBIN0002219
Branch address	:	DAE Township, Kalpakkam-603102

NOTE : A soft copy of Tender Fee submitted by Demand Draft/Net Banking shall be uploaded with bid document failing which bid will not considered for further processing.

Format for Self Certification under Preference to “MAKE IN INDIA” Policy

CERTIFICATE FROM OEM

In line with Government Public Procurement Order No. P-45021/2/2017-BE-II dt. 15.06.2017, as amended from time to time and as applicable on the date of submission of bid, we hereby certify that we M/s _____ are local supplier meeting the requirement of minimum Local content as defined in above orders for the material offered against Bid No. GEM/2021/B/1068173. Percentage of Local content and details of locations at which the local value addition is made is as under :

Percentage of Local content as required for MII compliance _____%

Details of location at which local value addition as follows: _____

Seal and Signature of Authorized Signatory