

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	03-06-2024 12:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	03-06-2024 12:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Pmo
<b>Department Name/विभाग का नाम</b>	Department Of Atomic Energy
<b>Organisation Name/संगठन का नाम</b>	Nuclear Power Corporation Of India Limited
<b>Office Name/कार्यालय का नाम</b>	Tamilnadu
<b>Total Quantity/कुल मात्रा</b>	200
<b>Item Category/मद केटेगरी</b>	Liquid Nitrogen in tankers (Q2)
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	Certificate (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	53259

#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

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

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

#### Beneficiary/लाभार्थी :

Site Director

NUCLEAR POWER CORPORATION OF INDIA LIMITED, - Kudankulam Nuclear Power Project Kudankulam PO Radhapuram Taluk Tirunelveli District - 627 106.  
(Kudankulam Nuclear Power Project)

#### Splitting/विभाजन

Splitting Applied	Yes
Maximum No. Of Bidders Amongst Which Order May Be Split	2
Split Criteria based on which quantity will be distributed	NPCIL reserves the right to split the order quantity between L1/L2 bidders on 60/40 basis at L1 rates (Landed Price / Negotiated Price if any). If L2 bidder does not agree to match L1-rate, then L3 bidder & so on will be asked to match L1-price. In case during purchase recommendation, only L-1 party is eligible and L2, L-3 and so on are not accepting price match with L-1, 100% quantity will be given on L-1 party. The purchaser reserves the right to place entire quantity on L-1 bidder.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

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

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY. The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

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

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

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

HSN Code and GST details - [1714387643.xlsx](#)

### **Liquid Nitrogen In Tankers ( 200 metric tonne )**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

[\\* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Physical Characteristics	<b>Liquid cum gas nitrogen: purity, (vol % min)</b>	99.99, 99.9995
	Carbon dioxide, (ppm,Max)	NA
	Carbon monoxide, (ppm,Max)	20, NA
	Hydrogen,(ppm,Max)	NA
	<b>Oxygen, (ppm,Max)</b>	2
	Chlorine & remaining other noble gases, (ppm,Max)	NA
	<b>Tanker pressure, kg/cm2</b>	2.5 to 10
Packing	Packing	Road tanker

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Charles Durai	627106,KKNPP, NPCIL, KUDANKULAM, RADHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU	200	365

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

### 1. Scope of Supply

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

### 2. Generic

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

### 3. Generic

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

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

buyer's liability whichever is lesser

And

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

4. **Generic**

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

5. **Generic**

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

6. **Generic**

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

7. **Generic**

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

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

8. **Buyer Added Bid Specific ATC**

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

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1. **Pre-Qualification Criteria:**

**NPCIL reserves the right to split the order quantity between L1/L2 bidders on 60/40 basis at L1 rates (Landed Price / Negotiated Price if any). If L2 bidder does not agree to match L1-rate, then L3 bidder & so on will be asked to match L-1 price. In case during purchase recommendation, only L-1 party is eligible and L2, L-3 and so on are not accepting price match with L-1, 100% quantity will be given on L-1 party. The purchaser reserves the right to place entire quantity on L-1 bidder.**

2. **Clarifications/documents submitted by the bidder:**

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

3. **Documents related to Payment (Additional Doc-1):**

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

4. In case the bidder is remitting the EMD amount through RTGS, the following details are to be incorporated in their Part-I bid towards proper accounting of the EMD amount by the Buyer:

- i) GeM Bid No:
- ii) Name of Bidder :
- iii) Bank and Branch Name:
- iv) IFSC code of Bank Branch:
- v) UTR No. of Transaction:
- vi) Amount remitted in Rs.:

5. **MSE Benefits :**

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. Relevant documentary evidence in this regard shall be uploaded along with the bid. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for **25 percentage of total quantity**. Benefits of Public Procurement Policy shall be given to all eligible MSEs as stated under Point no. 3 of FAQ dt. 25/03/2022, irrespective of product categories and the category they are registered under viz. Manufacturing or Service.

6. **Security Deposit :**

Successful bidder shall furnish **e-PBG for 5% of the Contract value** in the form of a Bank Guarantee/Insurance Surety Bond / as per GeM GTC within 15 days of placement of contract. Duration of ePBG is inclusive of delivery period and 2 months grace period.

7. **EMD :** Bidders can also submit the EMD with Fixed Deposit Receipt made out or pledged in the name of A/C (Site Director, NPCIL KKNPP). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of EMD, the FDR will be released in the favour of the bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Bidder has to upload scanned copy/ proof of the FDR along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date/ Bid Opening date.

8. **Unloading**

**Unloading of the material at site is in the scope of buyer.**

Unloading hose shall match unloading flange of ASTM A 182 F304/304L with PCD 90 mm, ID 35 MM, OD 125mm with 4 bolt holes.

9. **TReDs**

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

As per the above directives of MSME Ministry, NPCIL is already registered with RXIL. TReDS is an electronic platform for facilitating the financing / discounting of trade receivables of Micro, Small and Medium Enterprises (MSMEs) through multiple financiers. These receivables can be due from corporates and other buyers, including Government Departments and Public Sector Undertakings (PSUs).

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

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

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

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

#### **10. Buyer's Bank account details for payment of EMD / Performance Security**

Beneficiary Name: Site Director – NPCIL KKNPP

Nuclear Power Corporation of India Limited

Kudankulam Nuclear Power Project

Account No.: 30695261672

IFSC Code: SBIN0004387

Bank Name: State Bank of India

Branch address: Anuvijay Township

Bidders can submit EMD in any mode indicated in GeM GTC. However, Payment through SBI Collect is preferred.

For payment through SBI Collect, sellers may visit SBI Collect website and follow below path:  
PSU - Public Sector Undertaking --> NPCIL Kudankulam Tenders --> Payment Category --> EMD Payment

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**In case of award of contract, Performance Security (if applicable) can be submitted in any mode indicated in GeM GTC. However, Payment through SBI Collect is preferred.**

For payment through SBI Collect, sellers may visit SBI Collect website and follow below path:  
PSU - Public Sector Undertaking --> NPCIL Kudankulam Tenders --> Payment Category --> Performance Security Payment.

If bidders are making payment through modes other than SBI Collect, Bank Account details (for refund of the amount) may also be submitted along with your offer.

**11. Purity Certificate / Certificate of analysis shall be submitted along with each lot of supply.**

**12. Material shall be supplied in lots of 5 to 7 MT within 7 days from the date of intimation as and when required basis.**

**13. Purity of gaseous nitrogen will be checked before unloading.**

**14. Requirement given in tender is for one year only. However, if any quantity remains in the PO even after contractual delivery schedule, upon mutual consent from the supplier and purchaser (NPCIL) contract period could be extended.**

#### 10. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the



case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

**---Thank You/धन्यवाद---**