

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	27-09-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	27-09-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Pmo
Department Name/विभाग का नाम	Department Of Atomic Energy
Organisation Name/संगठन का नाम	Nuclear Power Corporation Of India Limited
Office Name/कार्यालय का नाम	Head Quarter Mumbai
Total Quantity/कुल मात्रा	1
Item Category/मद केटेगरी	Website Application Security Platform Software (Q2)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC),Compliance of BoQ specification and supporting document *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
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	7 Days

Bid Details/बिड विवरण	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	61150

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).	41

(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 केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(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 :

ED C&MM
NUCLEAR POWER CORPORATION OF INDIA LIMITED, E-0 -4 NUB, ANUSHAKTINAGAR, MUMBAI 400094
(Ed Cmm)

MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	No
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Details of the Competent Authority for MII

Name of Competent Authority	Biswadip Dey
Designation of Competent Authority	Joint Secretary (External Relations & Power)
Office / Department / Division of Competent Authority	Department Of Atomic Energy Anushakti Bhavan Mumbai-400001
CA Approval Number	407/1/2021-Power/Vol.II/10436

Competent Authority Approval Date	08-08-2022
Brief Description of the Approval Granted by Competent Authority	Approval for MII exempted items as detailed in attached list:- item no.290

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

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

Detailed price Breakup - [1725359918.xlsx](#)

Website Application Security Platform Software (1 pieces)

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
Basic Information	Category	Software
	Software Type	Website Application Security Platform Software
	Type of License	Subscription
	Number of website supported by software	600
SLA COMPLIANCE PARAMETER	Uploaded SLA for Website Application Security Platform Software have been read, seen and understood completely	Yes
	Acceptance of SLA for Website Application Security Platform Software for compliance	Yes
	Availability of Security expert and support 24*7 to analyze Ddos & other attack pattern	Yes
	Service level Commitments For Critical Vulnerabilities : Proof of Concept (POC) for vulnerabilities found through web application security scanning (Maximum in Hours)	1.0 - 2.0 Or lower
	Service level Commitments For High Vulnerabilities: Proof of Concept (POC) for vulnerabilities found through web application security scanning (Maximum in Hours)	1.0 - 4.0 Or lower
	Service level Commitments For Medium Vulnerabilities: Proof of Concept (POC) for vulnerabilities found through web application security scanning (Maximum in Hours)	1.0 - 8.0 Or lower
	Service level Commitments For Critical Vulnerabilities: Virtual patches in WAF to be created if new vulnerability is discovered or reported by buyer (Maximum in Hours)	1.0 - 48.0 Or lower

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Service level Commitments For High Vulnerabilities: Virtual patches in WAF to be created if new vulnerability is discovered or reported by buyer (Maximum in Hours)	1.0 - 100.0 Or lower
	Service level Commitments For Medium Vulnerabilities: Virtual patches in WAF to be created if new vulnerability is discovered or reported by buyer (Maximum in Hours)	1.0 - 100.0 Or lower
	Service level Commitments for Management of WAF rules with Zero False Positive applied by the Service Provider (Maximum in Days)	1.0 - 20.0 Or lower
	Service level Commitments for Manual Pen-Testing to be done after request raised by the Buyer (Maximum in Weeks)	1.0 - 6.0 Or lower
	Response Time for Software Support Level Commitment for Severity 1 (Maximum in Hours) (Hint :- Severity 1 defined in the SLA)	1.0 - 2.0 Or lower
	Resolution Time for Software Support Level Commitment for Severity 1 (Maximum in Days) (Hint :- Severity 1 defined in the SLA)	1.0 - 24.0 Or lower
	Response Time for Software Support Level Commitment for Severity 2 (Maximum in Hours) (Hint :- Severity 2 defined in the SLA)	1.0 - 8.0 Or lower
	Resolution Time for Software Support Level Commitment for Severity 2 (Maximum in Days) (Hint :- Severity 2 defined in the SLA)	1.0 - 10.0 Or lower
	Response Time for Software Support Level Commitment for Severity 3 (Maximum in Hours) (Hint :- Severity 3 defined in the SLA)	1.0 - 24.0 Or lower

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Resolution Time for Software Support Level Commitment for Severity 3 (Maximum in Days) (Hint :- Severity 3 defined in the SLA)	1.0 - 15.0 Or lower
	Uptime Commitment by Service Provider (Minimum in %)	99.0 - 100.0 Or higher
FEATURES AND FUNCTIONALITY PARAMETER	Type of Deployment	In- premises
	Type of Scanning to be performed	Automated Scans
	Type of WAF (Web application firewall) Rule to be provided	Out of the box Rules
	Provision of detecting application layer vulnerabilities with web application scanning	Yes
	Monitoring of web traffic to block emerging threats & DDOS (Distributed Denial of Service) attack	No
	Provision of Proactive False Positive Elimination feature to Further Ensures That Genuine Visitors Are Not Blocked	No
	Provision of Unlimited On-Demand Automated Scans	Yes
	Provision for Cert-In based Pen-Testing to find complex vulnerabilities	Yes
	Provision of creating application specific rules to block attack	Yes
	Availability of Web Application firewall (WAF) protection	No
	Provision for Out of box rules tuned for zero FP(False Positive)	Yes
	Provision of Platform specific rules (Like rules for wordpress, Joomla etc)	Yes
	Provision for Blacklisting of IP & countries	No
	Ability to exempt certain URI and IP through whitelisting	Yes
	Provision of Rules to protect against zero-day vulnerabilities	No

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Provision of Managed Custom Rules	Yes
	Provisioning of Uptime monitoring for sites	No
	Provision for Protection against sophisticated Layer 7 DDOS attacks	No
	Provision for Protection against Hot-Linking	No
	Provision to Check for pretender bots through IP checks	No
	Provision of Captcha Challenges to prevent malicious bots, protect against DDOS attack	No
	Provision for Reputation checks for client IP and blacklisting of malicious IP	No
	Availability of Centralized Management Portal	Yes
	Availability of WAF machines	Yes
	Availability to Support for WAF Integration with 3rd party CDN (Content Delivery Network)	No
	Provision of Zero Down time on-board	Yes
	Full Support for HTML5, Ajax & JSON	Yes
	"Free Upgradation to Higher Version WITHIN WARRANTY PERIOD "	Yes
	Number of Years upto which Support is available from OEM / Franchise online(WARRANTY)	1, 2, 3, 5
HARDWARE REQUIREMENTS PARAMETERS	No of Virtual Machine required to run the application	1 - 50
	No of application it can handle in correspond to no of virtual machine selected in above parameter	250
	Maximum throughput in Gbps	2

Additional Specification Parameters - Website Application Security Platform Software (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Number of Years upto which support is available from OEM/Franchise online (Warranty)	3 Years
No of web appliance included to run the websites	2

* Bidders offering must also comply with the additional specification parameters mentioned above.

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	Satyam Siddharth	400094,CMM Directorate, Nabhikhya Urja Bhawan, Anushaktinagar, Mumbai-400094	1	70

Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	PQ Criteria View	PQ Criteria	Website Application Security Platform Software(1)
2	Compliance sheet for additional requirement View	Compliance sheet for additional requirement	Website Application Security Platform Software(1)
3	Evaluation Criteria View	Evaluation Criteria	Website Application Security Platform Software(1)
4	Payment Terms View	Payment Terms	Website Application Security Platform Software(1)

S.No.क्र.सं .	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
5	Compliance sheet for Technical Specification View	Compliance sheet for Technical Specification	Website Application Security Platform Software(1)

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

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity 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.

2. Generic

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

NPCIL MUMBAI
TVS,
NUB,
VSB
ANUSHAKTINAGAR MUMBAI 400094

3. Forms of EMD and PBG

Bidders can also submit the EMD with Banker's Cheque in favour of

MANAGER (F&A), NPCIL-HQ
payable at
MUMBAI

Bidder has to upload scanned copy / proof of the BC along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

4. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

MANAGER (F&A), NPCIL-HQ
payable at
MUMBAI

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

5. Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

6. Generic

Bidders shall quote only those products (Part of Service delivery) in the bid which are not obsolete in the market and has at least 4 years residual market life i.e. the offered product shall not be declared end-of-life by the OEM before this period.

7. 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 %.

8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

- 1.0 Bidders may kindly note that while making all the future communications including submission of Bank Guarantee w.r.t. to this bid shall add prefix "CMM/EIC/3654" to GEM Bid number in the format indicated below:**

Bid Number: CMM/EIC/3654/GEM/2024/B/XXXXXX

2.0 Opening of Tender in GeM Portal: -

Part-I (Technical and Commercial e-Bid except price) will be opened on-line in GeM portal as per the schedule. Part-II (Price bid) of only such Bidders whose Part-I bids are found acceptable as per "Qualification Criteria" will be opened in GeM portal.

- 2.1 The Tenderers shall take note of the following important aspects of the Two Part Tendering process:**

- 2.2 Two Part Tender shall be defined as under:**

Part I - Technical & Commercial bid except price and Technical Evaluation Criteria Documents.

Part-II - Price bid

- 2.3 Both Part-I & Part-II together form the complete bid. Therefore, both the parts are required to be submitted within the due date and time stipulated in GeM portal. Any violation of this condition shall lead to rejection of the bid. The GeM portal 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.**

- 2.4 The Commercial terms and conditions, Pre-Qualification documents and Technical Evaluation Criteria, if any) documents without price shall be submitted along with Part-I (Technical and Commercial bid except price) under documents upload functionalities in the "Upload Documents" section (visible under Seller's bid participation window against the bid).**

Caution: Only Part-II Price Bid Document Shall be uploaded under at "Upload Financial Document" functionality in the "Upload Documents" section (visible under Seller's bid participation window against the bid). It should not be uploaded elsewhere. Part-I Bid documents shall not be uploaded under at "Upload Financial Document" functionality in the "Upload Documents" section (visible under Seller's bid participation window against the bid).

- 2.5 The tenderer shall take special care not to mix up price details submitted**

against Part-II (Price bid) with Part-I (Technical & Commercial bid except price and Technical Evaluation Criteria) and vice versa. Any violation of this condition shall lead to rejection of his tender.

- 2.6 Part-II or Price bid shall contain the "Total Price" i.e., total lumpsum price including GST submitted under "Offer Price" section (visible under Seller's bid participation window against the bid) and complete breakup of price (as per Detailed Price Schedule) submitted under "Upload Financial Document" functionality in the "Upload Documents" section (visible under Seller's bid participation window against the bid).

3.0 Submission of documents during Evaluation:

- 3.1 Bidders are requested to note that clarifications/documents submitted during Representation Time shall not be considered for Evaluation.

- 4.0 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 100 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.

5.0 SUBMISSION OF BANK GUARANTEES:

Original Hard copy of all the Bank Guarantees required under this bid as per GeM GTC shall be submitted to following address in the covering envelope mentioning bid/contract reference as prefixing Bid number given Clause Sr. No. 1 above

Sr. Manager (C&MM-EIC),
Directorate of Contracts & Materials Management,
Nuclear Power Corporation of India Limited,
EIC Section, Nabhikiya Urja Bhavan, Block No. E-0,
Anushaktinagar, Mumbai - 400094, Maharashtra.

- 6.0 Mismatch between "Total Price" quoted by Bidder in GeM Portal and total of price of all items of the "Price Bid Break-up/SOQR"

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

Addition/deletion/modification of any item in the prescribed "Price Bid Breakup/SOQR" format is not acceptable unless authorized by Buyer and according

gly, bids with any unauthorized addition/deletion/modification in the prescribed "Price Bid Break-up/SOQR" format shall be summarily rejected.

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

1 For Price Bid Evaluation as per price evaluation criteria as well as for award of contract, "Total Price" quoted by Bidder in GeM Portal shall only be considered. The same "Total Price" shall only be considered for other purposes (i.e., negotiation, price matching in case of MSE/MII purchase preference/Bid splitting, Financial score in case of QCBS tenders, Reverse Auction (RA) etc) . However, the "Price Bid Break-up/SOQR" submitted in GeM Portal or "Price Bid Break-up/SOQR" arrived at as per calculations mentioned in below clauses, as the case may be, will only be used as price breakup for the purpose of interim/running bill payments.

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

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

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

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

6 In case of price matching scenario during MSE/MII Purchase Preference/ Bid spl

itting, the originally submitted price of each of the items of the “Price Bid Break-up/SOQR” will stand corrected by a uniform percentage. This uniform percentage shall be equal to the percentage difference between the originally quoted “Total Price” and the “Total Matched Price” expressed with reference to the originally quoted “Total Price”.

7.0 Banning of Business Dealings by NPCIL / Buyer

1.0 Banning of business dealings by NPCIL/Buyer

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

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

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

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

1.1 Grounds for Banning

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

- 1.1.1. Involvement in cartel formation during bidding.**
- 1.1.2. Baseless allegations by the bidder on NPCIL/Corporation/Buyer evaluation processes or officials.**
- 1.1.3. If any of the owner, proprietor or partner of the Contractor, is convicted by a court of law, during bidding process or currency of the contract, for offences involving corrupt and fraudulent practices including misrepresentation of the facts, moral turpitude in relation to its business dealings with NPCIL.**
- 1.1.4. Malafide / unlawful acts / malpractices or improper conduct on part of Contractor based on the approved findings of the Investigation Agency.**
- 1.1.5. If the Contractor misuses the premises or facilities of the NPCIL forcefully occupies, tampers or damages the Company's properties etc. or fails to vacate the properties/land/complex within reasonable time limit as specified or even after receiving the notices from the department.**
- 1.1.6. Security concerns for the assets of the Corporation and State .**
- 1.1.7. Submission of bids that contain false information or falsified documents or the concealment of such information in the bids in order to influence the outcome of eligibility screening or / at any other stage of the public bidding and execution.**
- 1.1.8. Withdrawal of a bid or refusal to accept an award of contract with the NPCIL without justifiable cause, after being adjudged as the successful bidder.**
- 1.1.9. Supply of Counterfeit items Breach of Code of Integrity.**
- 1.1.10. Bidder shall not act in contravention of the codes which include**

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1.1.10.1 Prohibition of

- a. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- b. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- c. Any conclusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- d. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- e. Any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- f. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- g. Obstruction of any investigation or auditing of a procurement process.
- h. Making false declaration or providing false information for participation in tender process or to secure a contract;

1.1.10.2 Disclosure of conflict of interest

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

1.2 Show Cause Notice

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

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

1.3 Period of Banning

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

1.4 Effect of Banning of Business Dealings by NPCIL

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

- 1.4.1** No Contract of any kind whatsoever shall be placed to such banned firms including its allied firms after the issue of Banning Order by NPCIL. The Contractor including their allied firms shall not be allowed to participate in any tender enquiry till completion of Banning period. If the Contractor has already participated in tender process and the price bids are not opened, his techno-commercial bid will be rejected and price bid will be kept unopened. In cases, where the price bids of Contractor have been opened prior to the order of banning, such bids shall be rejected. However, in case such banned Contractor is Lowest (L1), next lowest firm shall be considered as L1. Bid Security, if any, submitted by such banned Contractors shall be returned to the bidder.
- 1.4.2** Contractors shall not be permitted to participate in any business process in any form or entity i.e., as an Associate/Collaborator/Joint Venture Partner/Consortium Partner of the Main Contractor even if the banning order is passed subsequent to opening of Part-I bids.
- 1.4.3** Contractor shall not be allowed to participate as Sub-Vendor/sub-contractor in the tenders for contracts for works, service, supplies.
- 1.4.4** Even if, the banned Contractor is an approved Sub-vendor under any Contract for such equipment/component/service, the Main Contractor shall not be permitted to place Work order/Purchase order/Service Contract on the banned Contractor as a sub-vendor after the date of banning even though the name of the party has been approved as a sub-vendor prior to the order of banning.
- 1.4.5** The completion certificate issued to the contractor shall make a mention regarding banning during execution of the contract.
- 1.4.6** Banned bidders shall not be permitted to submit their bid. The bid submitted by the banned bidder shall be summarily rejected.
- 1.4.7** Contracts concluded before the issue of the banning order shall, not be affected by the banning order.
- 1.4.8** Banning shall automatically be extended to all Allied firms of the Contractor. In case of Joint venture/ Consortium is banned all partners will also stand debarred for the period specified in the Banning Order. The names of all partners should be clearly specified in the "Banning order".
- 1.4.9** Banning in any manner does not impact any other contractual or other legal rights of NPCIL.
- 1.4.10** Banning under the provisions of Banning of Business Dealings of NPCIL is applicable only for NPCIL.

1.5 Definition of Allied Firm:

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

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/
- c. suspended firm;
- d. Substantial or majority shares are owned by the banned/ sus

- pended firm and by virtue
- e. of this it has a controlling voice;
- f. Directly or indirectly controls, or is controlled by or is under common control with another bidder;
- g. All successor firms will also be considered allied firms.

8.0 Since, Requirement is for PHWR, NPCIL is the system designer and technology owner, being responsible for safety design of such installations in the this tender, NPCIL shall assume the role of supplier in accordance with the explanation of the term "supplier" given in Rule 24 of the CLND Rules, 2011 and in the context of section 17(a) and (b) of the CLND Act, 2010.

9.0 Payment Terms:- Payment Terms shall be 100% on Completion of Supply, installation & commissioning and submission of completion certificate signed from EIC. Accordingly Consignee shall prepare the CRAC, only after completion of total scope of the contract.

Note: Qualification criteria, Evaluation Criteria and Compliance forms are uploaded under "Buyer added Bid Specific Additional Scope of Work". Bidders to take note of the same and shall submit the bid along with all the compliance forms attached to herein.

Bidder has to mandatorily upload all the Compliance Checklist attached at Sr.No. 2, and Sr. No.5 under Buyer added Bid Specific Additional Scope of Work, duly filled, signed & stamped, along with the Bid.

9. 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.

10. Generic

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

11. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

MANAGER (F&A), NPCIL-HQ
payable at

MUMBAI

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

12. **Generic**

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

13. **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.

14. **Generic**

End User Certificate: Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.

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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---