



NUCLEAR POWER CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)

CONTRACTS & MATERIALS MANAGEMENT WING

RAWATBHATA RAJASTHAN SITE



TENDER DOCUMENT

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(Online Bidding Forms)

SECTION-A

INVITATION TO TENDER AND TENDERING CONDITIONS



NUCLEAR POWER CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)

CONTRACTS & MATERIALS MANAGEMENT WING

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INVITATION TO TENDER

To		
Through e-Mode	Tender No.	RR Site/Projects/Unit-7&8/CMM/ECON/7410
	Dated	As per Tender Details(NIT).
	Due Date	As per Tender Details(NIT).

Dear Sirs,

Sub: Supply of Fire Alarm System

For and on behalf of Nuclear Power Corporation of India Ltd., AGM C&MM, RR Site invites bids in **e-Mode** for the above plant/machinery/equipment/materials as detailed in Section- 'C' of this tender document. 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 the supply in accordance with the tender requirements, please submit your bid in the TENDER FORM CMM-44A/Rev.2 in e-mode.

Your bid must be submitted in **e-Mode** at our NPCIL E-Tendering Web Site i.e. <https://npcil.etenders.in> on or before the due date and time mentioned above.

Yours faithfully,

(Umesh Shah)
Manager (Contracts)
For and on behalf of NPCIL
(The Purchaser)

NUCLEAR POWER CORPORATION OF INDIA LIMITED
Rawatbhata Rajasthan Site

SECTION-A

INVITATION TO TENDER AND TENDERING CONDITIONS
FOR SUPPLY OF INDIGENOUS STORES
(ONE PART TENDER)

1 Mode of Submission of Bids

- 1.1 The bid shall be submitted in **E-mode** at our NPCIL E-Tendering Web Site i.e. <https://npcil.etenders.in> as per our calendar attached.

Tender No.	RRSite/Projects/ Unit- 7&8/CMM/ECON/7410	DATED	As per Tender Details.
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Last date for receipt of bids **As per Tender Details.**

It is in the interest of the tenderers to ensure that the bids are submitted well in time as bids received after the last date & time for its receipt will not be considered. Your bid shall be submitted in **E-mode** at our NPCIL E-tendering Web site i.e. <https://npcil.etenders.in> before the due date.

- 1.2 This tender document is NON-TRANSFERABLE and to be used only by such intended tenderers to whom the tender is issued. However, in case of public tender and the tender document downloaded from the website, then registration details provided for downloading shall be of the same vendor who is submitting the bid.
- 1.3 The bid shall be clear without any erasures or alterations failing which such bids are liable to be rejected.
- 1.4 **One Bid per Bidder:** Each bidder shall submit only one bid for one tender. A bidder who submits or participates in more than one bid will cause the bidder's participation to be disqualified for all the proposals.
- 1.5 All necessary catalogues/drawings/technical/literature/data as are considered essential for full and correct evaluation of the bids shall invariably accompany the bids.

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 seeking the Tender documents are required to submit all supporting documents / information necessary for establishing their qualification. A set of such documents is also required to be furnished along with bid. Failure to comply with this requirement will lead to rejection of the bid.
- 2.3 Tender documents would be issued to those bidders who prima facie meet the qualification requirements as in ITT clause 2.1 above. This allows only the submission of offer and does not automatically qualify the tenderer.

2.4 A bidder participating in this tender can participate either as a contractor or as a sub-contractor, but not as both contractor and sub-contractor of another contractor. However, a sub-contractor can participate as sub-contractor to more than one contractor.

2.5 The bidder should not be under liquidation, court receivership or similar proceedings.

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

3.1 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.

3.2 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.

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) Section A: Invitation to Tender and Tendering Conditions
- (b) Section B: General Conditions of Contract & Special Conditions of Contract.
- (c) Section C: Technical Specifications & Drawings
- (d) Section D: Format for Submission of 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 bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of its 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 bid.

4.3.2 In particular and without prejudice to the foregoing conditions and in addition thereto, when tenders are called furnishing 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, which rate 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.

4.3.3 The bidder acknowledges that any failure to acquaint itself with all such data and information shall not relieve its responsibility for properly estimating the difficulty or cost of successfully performing the Facilities.

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:** In case of Public Tender, a pre-bid meeting for providing clarifications to the bidders will be held, if required, at the venue on the date and time specified in the Instruction Sheet of the tender document. The bidders are required to furnish in writing their queries (both technical and commercial) on or before the stipulated date in the Instruction Sheet. A soft copy of the queries should also be sent along with the hardcopy in a suitable media or by e-mail. Queries / clarification / information sought in any other manner shall not be responded to. The responses to tenderers queries / clarifications / information will be sent to all the bidders. Any modification of the bidding document, which may become necessary as a result of the pre-bid meeting, shall be sent to all bidders. During the pre-bid meeting and the course of evaluation of bid, the bidders along with the associates shall take part in the discussions to ensure that all tender requirements are clearly understood by all the stakeholders.~~

4.5 **Amendments to Tender documents:** The Purchaser reserves the right to issue any amendments, clarifications, etc. to the specifications and documents to all bidders who have obtained the Bid Documents, giving reasonable time, prior to the bid opening. Such amendments, clarifications etc., shall be given due considerations by the bidders while they submit their bids and invariably enclose such documents as a part of the bid. All such amendments, clarifications, etc., shall be mailed by the Purchaser to the prospective bidders at the address contained in the letter of request for issue of Bid documents from the bidders. Purchaser will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

5. Manner And Method For Submission Of Bids

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

5.2 a) Technical portion of 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 the bid.

5.2 b) Bid 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 the bid and should be added as Annexure-A of Section D, 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 bid.

5.2 c) The bidder shall furnish all drawings pertaining to the plant / machinery / equipment / component to the purchaser along with their bid for correct understanding and appreciation of the tender in quadruplicate. Bidder's drawings will form part of the purchase order/contract only after these are approved by the purchaser.

5.2 d) **Catalogues / Technical Literature:** All necessary catalogues/drawing/technical literature data as are considered essential for full and correct evaluation of the bids shall invariably accompany the bid.

- 5.2 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 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 bid about his readiness to supply instruction / operation manual.
- 5.3 Commercial portion of the 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 and Special Conditions of Contract (Section B). The Bidders, in addition, should mention applicability of Statutory Levies like Excise Duty, Sales Tax/VAT, Octroi etc. and all other related information.
- 5.4 Price Bid should be furnished as per Schedule to Tender Form of Section-D of the tender document.
- 5.5 E-bids cannot be submitted after last date and time. Therefore, the bidder shall ensure the submission of e- bids well within the due date and time.
- 5.6 **Particulars of the Bidders:**
- 5.6.1 The bidder shall in a separate sheet to be annexed to their bid, furnish 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 bid must be 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 bid is 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 bid or if a bid is 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 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 bid.

5.13.2 Income Tax Registrations and other Registrations

The bidder shall submit along with their bid, the name and address of his bankers and the Income Tax Permanent Account Number (PAN). 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 the bid such registration number, date and its validity date.

6 Validity of Bids

- 6.1 Bids shall be kept valid for acceptance for a period of **120 (One hundred twenty days)** days from the last date specified for receipt of bids. Bids with shorter validity period will be liable for rejection.

7 Opening of Tenders

- 7.1 The tenders will be opened in **e-mode** at our NPCIL e-Tendering Web site i.e. <https://npcil.etenders.in> as per schedule given in the tender document.

8 Terms and Conditions of the Contract

- 8.1 It must be clearly understood that any contract concluded pursuant to invitation to this 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. **Tenders made subject to counter conditions or with deviations from the General Conditions of the Contract / Special Conditions of Contract (SECTION B) of this tender document are liable to be ignored.** It should also be realized that failure to bring out deviations 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.

- 8.2 Price Basis, Price Adjustment, Contract Currency and Payments

Please refer Section B - GCC Clause nos. 5.

9 Taxes and Duties

- 9.1 Bid prices shall be exclusive of all Indian Indirect Taxes payable in India for the final product / services.

- 9.2 **Fiscal Concessions In View Of Mega Power Project Status**

Nuclear Power Project of capacity 440 MWe or more has been notified as 'Mega Power Project'. As such, 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.12/2012 Customs dated 17-3-2012 at Sr. No. 511 and as amended from time to time**). Similarly, as per the 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' which include refund of terminal excise duty (**presently given under paragraph 7.02 (h) and 7.04 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. Hence, no customs duty and/or excise duty on goods shall, therefore, be payable/reimbursable

by the Purchaser to the Contractor. 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.

The bidders may like to ascertain the availability of Deemed Export Benefits mentioned as above. They shall be solely responsible for obtaining such benefits which they have considered in their bid and in case of failure to receive such benefits the Purchaser will not compensate the bidder. However, the bidder must give all information required for issue of Project Authority/ Payment Certificate in terms of Foreign Trade Policy 2015-2020 of the Government of India along with the bid. The Project Authority/Payment Certificate will be issued on this basis only and no subsequent change will be permitted. In this regard Chapter 7 -Deemed Export in the Foreign Trade Policy 2015-2020 and Hand Book of Procedures shall be referred to for ascertaining the above.

9.3 Service Tax:

- 9.3.1 Service Tax and Education Cess thereon, as applicable is payable at the rate prevailing within the contractual delivery schedule. Purchaser shall not be liable to pay any increase in Service Tax, if completion and handing over of the facilities and / or submission of invoice for the same is delayed beyond the contractual delivery Schedule for reasons not attributable to the Purchaser.

9.4 Sales Tax, Value Added Tax, Other Local Levies:

- 9.4.1 Sales Tax, Local Taxes and other levies in respect of 'Direct Transaction' between the Purchaser and the Contractor shall not be included in the price bid and shall be quoted separately. The scope of 'Direct Transaction' between the Purchaser and the Contractor comprises of the following:

- a) Items manufactured and supplied by the Contractor.
- b) Items manufactured by the sub-contractor and supplied directly to the Purchaser without routing through Contractor's works and sub-contractor's name and items to be supplied are indicated in the Purchase Order in case of inter-state transactions. This is not applicable for local within the state transactions.

- 9.4.2 State Sales Tax / Value Added Tax / Central Sales Tax for "Direct Transaction" as per ITT clause 9.4.1 above, where legally applicable and intended to be claimed should be distinctly shown. Where this is not done, no claim for State/Central Sales Tax will be admitted at any later stage and on any ground whatsoever.

- 9.4.3
- a) For local (within the state) supplies, the Purchaser will reimburse VAT as charged by the contractor as per the applicable rates. For inter-state supplies, Purchaser will issue Form - C and reimburse central sales tax as charged by Contractor at the applicable concessional rate (which is currently 2 per cent). In case of inter - state transaction on a sale in transit basis, Purchaser will issue Form - C and reimburse central sales tax at the applicable rates (which is currently 2 per cent) as charged by the Vendor to contractor.
 - b) For all items/materials to be supplied directly to the Purchaser by the Sub-contractor of the Contractor, the Contractor shall effect Sale-in-Transit, where such Sub-contractor is located outside the state of the consignee (Purchaser).

For effecting the sale in transit, the Contractors shall ensure that his sub-vendor raises invoices in the Contractor's name (and not in the name of Purchaser) with consignee as Purchaser's site and obtains GR/LR/RR in the name of Contractor (and not in the name of Purchaser) with the consignee as Purchaser's site. The Contractor shall further ensure that he endorses the GR/LR/RR in the name of the Purchaser during transit of the equipment before the delivery of equipments is taken by the Purchaser.

- 9.4.4 Entry tax will be reimbursed by the purchaser only in case of inter-state supplies.
- 9.4.5 When State Sales Tax / Value Added Tax/ Central Sales Tax is claimed as extra by the Contractor / supplier in general and on packing charges in particular the following certificates by the Contractors should be submitted to the paying authority with the invoices.
- (a) Certified that the goods and packing charges on which State Sales Tax / Value Added Tax / Central sales tax has been charged has not been exempted under the Central Sales Tax or the State Sales Tax Act / Value Added Tax or the rules made there under and the amount charged on account of sales tax on these goods and packing charges are not more than what is payable under the relevant act or the rules there under.
 - (b) Certified further that we have actually paid State Sales Tax / Value Added Tax / Central Sales Tax and are being assessed to Sales Tax on packing charges and also that where there are statutory exemptions, under the relevant act / law of the State Government concerned, we have availed ourselves of it and certified non availability of such provision for Sales Tax on packing charges wherever claimed.
 - (c) Certified that in respect of amount claimed in the bill no claim is pending for refund/or is admissible. Certified that in the event of our getting refund in whole or in part of the element of State Sales Tax / Value Added Tax / Central Sales Tax on packing charges, claimed from Government, we shall pass on the benefit to the Purchaser by remitting the amount equivalent to the amount of refund obtained by us.
 - (d) Certified further that we (our Branch or Agent) _____
(address) _____ are registered as
dealers in the state of _____ under Local
Regn. No. _____ and in the state
of _____ under central Regn. No.
_____ for the purpose of Sales Tax.

9.5 Any Other Statutory Levies / Indirect Taxes:

9.5.1 In case of any other new indirect taxes / cess, if levied by Government during the contractual delivery period, the same shall be reimbursed / paid by the Purchaser, as the case may be, at actual against documentary evidence. This provision shall not apply to changes in Personal Income tax or Corporate Income tax or to changes in non-Indian Taxes.

9.6 Excise Duty (In the event of non-applicability of Fiscal Concessions for Mega Power Projects as per Sr. No. 9.2 above)

9.6.1 In case Excise Duty is claimed separately, the same must be specifically stated in the bid. In the absence of any such statement no claim for the same will be entertained. The Excise Duty Tariff Head and the applicable rate of duty shall be clearly mentioned in the Commercial Terms and Conditions of the bid. The manufacturer's price list showing the actual assessable value of the stores, as approved by the Excise Authorities wherever applicable shall be submitted.

- 9.6.2 If Excise Duty is payable as extra, the same is payable on the price of the goods after exclusion of freight and transit insurance charges. Tenderers are required to adhere to the provisions of Excise Law to claim deduction. NPCIL shall not reimburse the Excise Duty paid on freight and insurance charges.
- 9.6.3 Please note that in case any refund to excise duty is granted to tenderers by Excise 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 excise duty originally paid for the stores supplied under the contract. In case of tenderers failure to do so within 10 days of the issue of the excise duty refund orders to tenderers by the Excise Authorities, the Purchaser would be empowered to deduct a sum equivalent to the amount refunded by the Excise authorities without any further reference to tenderers from any of tenderers outstanding bills against this or any other pending purchase orders/contracts with the purchaser and that no dispute on this account would be raised by the tenderer.
- 9.6.4 The bidder is also required to furnish to the paying authority the following certificates:
- (a) Certificate with each bill/invoice to the effect that no refund has been obtained in respect of the reimbursement of excise duty made to contractor during three months immediately preceding the date of the claim covered by the relevant bill.
 - (b) Contractors/Suppliers Auditors' certificate as to whether any refund have been obtained or applied for by them or not in the preceding financial year after the annual audit of their accounts, also indicating details of such refunds/applications, if any. This certificate should contain reference to all purchase orders/contracts held by the suppliers / contractors.
 - (c) A certificate ALONGWITH THE FINAL PAYMENT BILLS of the firm to the effect whether or not that they have any pending appeal/protest for the refund or partial refund of excise duties already reimbursed to the firm by the Government pending with the Excise Authorities and if so, the nature, the amount involved and the position of such appeals. This certificate should be signed by the Contractors/ suppliers' Managing Director / Manager / Accountant.
- 9.6.5 AN UNDERTAKING to the effect that in case it is detected by the Government that any refund from Excise authorities was obtained by the Contractors / Suppliers after obtaining reimbursement from the paying authority and if the same is not immediately refunded by the Contractors / Suppliers to the paying authority giving details of particulars of the transaction, paying authority will have full authority to recover such amounts from the Contractors / Suppliers outstanding bills against that particular contract or any other pending Government contracts and that no dispute on this account would be raised by the supplier.

9.7 Direct Tax: - Tax Deduction at Source

- a) 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.
- b) 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.

- c) 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.
- d) 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.

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

10.2.2 The prices for accessories and spares shall be itemized. 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.

10.3 The Bidders must clearly and separately furnish in their Price 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 specified period (if any). Milestone charts for detailed manufacturing schedule leading to delivery shall be submitted along with the bid. Tenderers should note that their bid may not be considered by the purchaser unless the bidders can meet the delivery schedule if 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 Price Evaluation

- 12.1.1 a) For supply of indigenous stores, bidders are requested to quote prices generally on free and safe delivery at purchaser's site (RR SITE) basis. However, if prices are not quoted as required and P&F charges not indicated separately, the charges towards transportation and packing & forwarding will be considered as given below:
- a) For transportation on F.O.R. Kota basis @ 0.5% of basic value and for transportation other than F.O.R. Kota/ RR Site @ 2% of basic value of item.
 - b) Nil packing & forwarding charges. (It will be deemed that P & F charges are included in basic value)
- 12.1b) The price adjustment provisions as indicated in para 8.0 above, shall not be taken into account for evaluation of offers. Bid evaluation will be done based on the total of Summary Prices for supply of items and site work portion as per Section D of the Tender document. To facilitate the evaluation and comparison of prices, all 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 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 excluding taxes and duties and other local levies 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.
- 12.1.2 For Tender where Fiscal Concessions as per clause no. 9.2 of ITT 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 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 sales tax and local levies on the domestically manufactured capital goods in respect of 'Direct Transaction' between the Purchaser and the Contractor, excise duty (to be reimbursed by DGFT as per the extant policy), customs duty on the import components (being 'NIL' under the extant policy) will not be considered for the purpose of evaluation of bids.
 - c) Further the charges for expatriate supervision for erection and commissioning quoted in foreign currency will not be loaded by 15%.
- 12.2 The value of mandatory spares will be considered for the bid evaluation as per Section - D of the Tender. Recommended spares will not be included for bid evaluation.
- 12.3 The bid evaluation will be done in conjunction with Section: D of the Tender.

13 Acceptance of Bids

- 13.1 The Purchaser reserves the right to accept or reject, lowest /any / all bid(s), in whole or in part, without assigning any reasons whatsoever and without any liability to the Purchaser. The bidder notwithstanding that his 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.
- 13.2 Acceptance of bids by the purchaser may be sent by priced Letter of Intent / Purchase Order / Contract within the validity of the bid. In case of such Letter of Intent, the bidder whose bid 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 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.
- 13.3 Unsuccessful bidder will not be informed of the result of their bids.

14 Canvassing

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

15 Corrupt or Fraudulent Practices

- 15.1 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 bid submission) designed to establish bid 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.

16 Disclosures

- 16.1 Any change in the constitution of the contractor’s firm, where it is a partnership firm as declared in the bid should be disclosed to NPCIL, at any time between the submission of 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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Qualification Requirement

The bidder shall be an Original Equipment Manufacturer (OEM) of Fire Alarm systems (FAS) or authorised Distributor / Reseller of FAS, certified by the OEM (submission of valid certificate is required).

SECTION - B

GENERAL CONDITIONS OF CONTRACT

(FORM NO. GCC/Supply-1/Rev.2)

Document attached

SECTION-C

Technical Specifications

As per document attached

SECTION-D

FORMAT FOR Online SUBMISSION OF BID (Refer to Online Bidding Form)

SCHEDULE TO FORM NUMBER C&MM 44(A) 1/22 (A) NUCLEAR POWER CORPORATION OF INDIA LIMITED

Schedule to Tender No. RR Site/Projects/Unit-7&8/CMM/ECON/7410

Date :
Fax : 01475-242158
Ph. : 01475-242271

Due on **date**..... up to 11:00 Hrs.

S NO.	DESCRIPTION	QTY	UNIT OF MEASURE	UNIT RATE	Total Amount (Rs.)
1	Supply, fabrication, assembly, delivery at stores and comprehensive warranty for 12 months of One no. of 3-Loop Networked Intelligent Addressable Fire Alarm System (FAS) Control Panel with 3 nos. of addressable Loop driver cards, Communication card (1 no.) for repeater panel, TCP/IP Network card (1 no.), related software and in-built battery backup for 24 hrs., including supply of following compatible components : (i) One Active Repeater panel with 500 meters extension cable (ii) 32 nos. Plug in type Addressable Photoelectric Smoke detectors with mounting base (iii) 32 nos. plug in type Addressable Multiple criteria detectors with mounting base (iv) 3 nos. Heat Detector with mounting base (v) 10 nos. of Remote response indicator with accessories (vi) 3 nos. Addressable Fault / Loop isolator module with Surface mounting back box (vii) 3 nos. Addressable Manual Call Points with 3 nos spare break glass (viii) 3 nos. wall mounted Addressable Sounder/Hooter with base (ix) 500 meters of 2C x 1.5 Sq.mm Multistrand Copper cable, PVC insulated, Overall shielded, FRLS sheathed for field wiring between detectors and FAS Panel and 150 mtrs of GI flexible conduit (x) One set of detector testing kit consisting of removal/installation tool with Telescopic Access Pole, Dispenser unit with aerosol generator, cordless Thermal detector tester, Detector Duster, necessary hardware and accessories as per attached Technical specifications and Scope (Annexure-1), Compliance sheet (Annexure-2) and schematic drawings (Annexure-3)	1.00	Lot	To be quoted in e-mode only	To be quoted in e-mode only

1 MORE ITEM DETAILS ARE ENCLOSED IN ANNEXURE

Other terms [Tick wherever applicable]

PRI CES : <ul style="list-style-type: none"> • Free and safe delivery to purchaser's site [] • FOR Kota- at Transporter's godown. [] • Prices are EX- Works [] 	EXCISE DUTY: <ul style="list-style-type: none"> • Nil/Included [] •% + Surcharge.....% on Basic ED.[] 	VAT/ SALES TAX: <ul style="list-style-type: none"> • Nil/Included [] •% CST Without 'C' Form [] •% CST With 'C' Form [] •% of VAT/State ST []
TRANSIT INSURANCE: <ul style="list-style-type: none"> • Included [] • Extra @.....% or Actuals [] • Not included; same shall be born by NPCIL.[] 	FREIGHT: <ul style="list-style-type: none"> • Included [] • Extra@.....% or Actuals [] 	PACKING & FORWARDING: <ul style="list-style-type: none"> • Included [] • Extra@.....%or Rs...../-or Actuals []
PAYMENT TERMS: <ul style="list-style-type: none"> • As per GCC are acceptable. [] • In case of payment through bank or by DD, all bank charges shall be to the supplier's account only. [] 	SERVICE TAX: <ul style="list-style-type: none"> • Nil / Included [] • % of Service tax+ surcharge% [] 	<ul style="list-style-type: none"> • Validity of offer : • Delivery Period : • Place of Delivery :

In case of order placed, vender shall have to submit Performance Bank Guarantee(PBG) for 10% amount of contract value.

Please enclosed catalogue/ drawing/ sketch of the offered item(s) otherwise your offer may be ignored.

Pre-qualification criteria :

The bidder shall be an Original Equipment Manufacturer (OEM) of Fire Alarm systems (FAS) or authorised Distributor / Reseller of FAS, certified by the OEM (submission of valid certificate is required).

I / We have understood the terms and conditions of the contract as contained in form No. (GCC / Supply-1 / Rev-2)/(CMM-22 / Rev.2) and have thoroughly examined the specification drawing and or pattern quoted or referred to herein and are fully aware of the nature of the stores required and my / our offer is to supply the stores strictly in accordance with the requirements under the subject tender.

Date :

Stamp and Signature of Tenderer

STATUS OF SIGNATORY

TO FORM NUMBER C&MM 44(A) 1/22 (A)
NUCLEAR POWER CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)
RAWATBHATA RAJASTHAN SITE

ANNEXURE

Computer No.: 9316 Indent No.: 7410

S NO.	DESCRIPTION	QTY	UNIT	UNIT RATE	Total Amount (Rs.)
2	Installation, commissioning/testing and integration of Fire Alarm Control Panel and Repeater Panel, addressable Detectors, MCPs, Remote response Indicators, Sounders etc. supplied as per item (1) on turnkey basis, including cable laying from FAS panel to detectors through existing MS conduits and flexible GI conduits for end portions, from FAS panel to repeater panel through MS conduits to be laid by the supplier and cable terminations, submission of Documentation (1 soft copy + 1 hard copy), As built drawings and training to NPCIL personnel as per attached Technical specifications and Scope (Annexure-1), Compliance sheet (Annexure-2) and schematic drawings (Annexure-3). The conduiting and cabling accessories for cable laying like straight coupler, Tee, L bends, clamps, lugs, glands, cable tags, laying / dressing of cables as required for connectivity with the FAS panel to repeater panel and detectors are included in the scope of the installation and to be provided by the vendor as per requirement, without any additional cost to NPCIL.	1.00	Lot	To be quoted in e-mode only	To be quoted in e-mode only

SPECIAL CONDITIONS OF CONTRACT
(FOR PROCUREMENT OF IMPORTED ITEMS)

Bidder are required to confirm that items being supplied by them are indigenous / imported in nature.

- (Please tick in appropriate box)
- a) Indigenous
- b) Imported

**1.0 Special Conditions of Contract applicable for unsafeguarded units:
 (Project RAPP-7&8; not under IAEA safeguard)**

(A) (Applicable for direct import of items by NPCIL including High Sea Sale Transaction through India Agent).

- i) Bidder are required to submit a declaration to the effect that items being imported do not have US origin components above the de minimis level along with the bid.
- ii) Where supply is on High Sea Sale basis and through Indian Agent / Importers, High Sea Sale Agreement will be signed by Nuclear Power Corporation of India Limited only after supplier submits a declaration from Original Equipment Manufacturer that they are aware that items are being sold to Nuclear Power Corporation of India Limited.

(B) (Applicable for indirect import of items through India Agent / Importers)

- i) Bidder are required to submit a declaration to the effect that items being imported do not have US origin components above the de minimize level along with the bid.

**2.0 Special conditions of contract applicable for procurement of imported items for all the units:
 (Safeguarded Units; RAPS-1to6 and unsafeguarded Units; RAPP-7&8).**

Successful bidder to whom Purchase order has been placed will be required to submit any documents which fairly established Country of Origin of the material supplied along with delivery of material.

TENDER FORM

From

M/s.

Tenderer's Bid No.:

Dated :

Tender No. RRSITE/Projects/ Unit-7&8/CMM/ECON/7410

Dated : As per Tender details

Due date : As per Tender details

To

AGM, CMM Rawatbhata Rajasthan Site Paramanu Vijay Bhawan, C&MM Wing. Ground Floor, Anushakti Rajasthan- 323303.

Dear Sir,

1. I/We have read the Invitation to Tender and Tendering Conditions and Conditions of Contract as contained in Section-'B' of the tender documents.
2. I/We have thoroughly examined the specification, drawing and/or pattern 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 contained in Section-B of the tender documents.
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 due date 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 are also enclosing herewith all the leaflets/catalogues etc. pertaining to the stores offered.
8. Details of the stores along with prices and the bid terms are enclosed under schedule to this tender form.

Yours faithfully,

Stamp and Signature of the Tenderer

**Strike out whichever is not applicable.

Encl: Deviation to technical specifications-Annexure 'A'
Compliance to Conditions of Contract - Annexure 'B'
Leaflets/Catalogue.

ANNEXURE B

1.0 Format for submission of Compliance to the General Conditions of Contract governing supply of stores – GCC/Supply-1/Rev.2

1.1 The Tenderer shall note that deviation to above-mentioned terms and conditions of our tender may lead to disqualification of their Bid.

1.2 The compliance confirmation to the specific clauses may please be furnished as per the format below:

Sr. No.	Item / Description	Bidder's Response / Confirmation
I	Acceptance of "Security Deposit" as per clause No. 3.4.2 & "Performance Bond" as per clause No. 3.4.5 under GCC/Supply-1/R-2.	
II	Acceptance of subletting/assignment of contract as per clause No. 3.7 under GCC/Supply-1/R-2.	
III	Acceptance of "Defect Liability" as per clause No. 6.4 under GCC/Supply-1/R-2.	
IV	Acceptance of "Liquidated Damages" as per clause No. 6.2 under GCC/Supply-1/R-2.	
V	Acceptance of "Terms of Payment" as per clause No. 5.6 under GCC/Supply-1/R-2.	
VI	Acceptance of "Settlement of Dispute" as per clause No. 14 under GCC/Supply-1/R-2.	
VII	Acceptance of "Confidentiality" as per clause No. 1.10 under GCC/Supply-1/R-2.	
VIII	Compliance to the Special Commercial terms and Conditions (Fiscal Concessions)	
IX	Compliance to the remaining clauses of GCC/Supply-1/R-2.	

NUCLEAR POWER CORPORATION OF INDIA LTD.
(A Govt. of India Enterprise)
Contracts & Materials Management
Rawatbhata Rajasthan Site.
e-Public Tender

Telephone : (01475)-242128,242271

Fax : (01475)-242158

AGM, C&MM, RR Site, on behalf of Nuclear Power Corporation of India Limited (NPCIL) invites online (**e-Tender**) in Single Part from Indian bidders on e-tendering Portal of NPCIL as per the details given below:

1.1	Tender No. & Description	:	RRsite/Projects/ Unit-7&8/CMM/ECON/7410 for supply of Fire Alarm System.
1.2	Tender Fee in Indian Rupees (Non-refundable)	:	Rs. 573.00 (to be paid online only)
1.3	Last Date & time for downloading of tender document	:	As per tender
1.4	Due Date & Time for online submission of e-Tender	:	As per tender
1.5	Date & Time for opening of e-Tender	:	As per tender

- (a) **Qualifying Requirements:** As per tender
- (b) Any offers not complying with the features specified in the tender specifications are liable for rejection.
- (c) For complete description, tender document & participation details, please visit our e-Tender website <https://npcil.etenders.in>
- (d) Prospective bidders if not already registered in our above website, are required to register online on NPCIL e-Tendering Portal alongwith requisite digital signature to participate in above E-Tender.
- (e) **Tender fee shall be paid on-line only by using Debit/Credit Card or Internet Banking.** Payment in the form of **DD/Cheque is not acceptable.** In any case, the tender fee once paid will not be refunded, though the bidder has failed to complete the “Final Submission” of the e-bid.
- (f) **Firms which are exempted from payment of Tender Fee, may request for Tender Fee waiver by uploading the valid documentary proof (Ex: Valid NSIC Registration Certificate etc.) online only.** If such documentary proof uploaded is found to be invalid against any e-bid, such e-bid will be summarily rejected. No physical document is accepted in this regard.

- (g) NPCIL reserves the right to accept / reject any or all bids in part / full without assigning any reason.
- (h) If the due date for opening of Tender happens to be a holiday in NPCIL, the same will be carried out on the next working day at the same time.
- (i) For query, if any, please contact Sr. Manager , C&MM, Vijay Paramanu Bhawan, Ground Floor, RR Site, Anushakti, Rajasthan- 323303, Phone:- 01475- 242071/242018/242129

1. Purchase Preference for supply of goods or services as per new Public Procurement Policy for Micro & Small Enterprises (MSEs) under Micro, Small and Medium Enterprises Development Act, 2006.

As per the provision of MSEs Policy, the participating bidder registered under MSEs Act in a tender for supply of goods or services, quoting price within the band of L1+15% would be allowed to supply a portion of the requirement by bringing down their price to the L1 price, in a situation where L1 price is from someone other than an MSE. Such MSEs would be allowed to supply up to 20% of the total tendered value. In case of more than one such eligible MSE, the supply will be shared proportionately. Further, out of 20% allocation, a sub-target of 4% (i.e. 20% out of 20%) will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs. However, in the event of failure of such MSEs to participate in the tender process or meet the tender requirements and the L1 price, the 4% sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs will be met from other MSEs proportionately.

The MSEs, who are interested in availing themselves of these benefits, will enclose with their offer the proof of their being MSE registered with any of the agencies mentioned in notification No.503 dated 26.03.2012, as printed in the Gazette of India indicated below :

- (i) District Industries Centers
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Directorate of Handicraft and Handloom
- (vii) Any other body specified by Ministry of MSME.

The MSEs must also indicate the terminal validity date of their registration. Failing of the above requirements, such offers will not be eligible for consideration of benefits detailed in notification No.503 dated 26.03.2012, as printed in the Gazette of India.
