

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	28-12-2022 15:00:00
<b>Bid Opening Date/Time</b>	28-12-2022 15:30:00
<b>Bid Offer Validity (From End Date)</b>	120 (Days)
<b>Ministry/State Name</b>	Pmo
<b>Department Name</b>	Department Of Atomic Energy
<b>Organisation Name</b>	Nuclear Power Corporation Of India Limited
<b>Office Name</b>	Tamilnadu
<b>Item Category</b>	<p>Custom Bid for Services - Repaint of floor in Building at Active area for KKNPP 1 and 2 Item No 1 Supply and application of 500 micron thickness of Epoxy Paint use EPIREX 160 A over concrete floor of Active area etc refer BOQ QTY 20500 SqM , Custom Bid for Services - Item No 2 Provide and laying of 150 micron of Epoxy paint APCODUR CF 641 by Asian Paint include preparation of concrete surface of Equipment include removal of contaminant etc refer BOQ QTY 2000 SqM , Custom Bid for Services - Item No 3 Provide prepare and apply of Epoxy mortar Polyurethane filler using ASIAN APCOFLOOR LSC 3 for filling of pot holes and uneven surface of existing floor etc refer BOQ QTY 2000 Kg , Custom Bid for Services - Item No 4 Provide and paint of Zebra line around Opening Hatche Equipment and Pathway marking in various colour and size using One coat of Synthetic enamel paint of ASIAN ICI DULUX LEWIS BERGER make refer BOQ QTY 1000 SqM</p>
<b>Contract Period</b>	1 Year(s)
<b>Minimum Average Annual Turnover of the bidder (For 3 Years)</b>	253 Lakh (s)
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	<p>Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC)            *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer</p>
<b>Bid to RA enabled</b>	Yes
<b>RA Qualification Rule</b>	H1-Highest Priced Bid Elimination
<b>Type of Bid</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation</b>	7 Days

<b>Bid Details</b>	
<b>Estimated Bid Value</b>	50660000
<b>Evaluation Method</b>	Total value wise evaluation

#### **EMD Detail**

Advisory Bank	State Bank of India
EMD Amount	1000000

#### **ePBG Detail**

Required	No
----------	----

(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.

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

#### **Beneficiary:**

NUCLEAR POWER CORPORATION OF INDIA LTD KUDANKULAM NUCLEAR POWER PROJECT

Bank : State Bank of India,; A/c No : 30695261672; Branch : Anuvijay Township; IFSC Code : SBIN0004387

(Nuclear Power Corporation Of India Ltd Kudankulam Nuclear Power Project)

#### **Splitting**

Bid splitting not applied.

#### **MSE Purchase Preference**

MSE Purchase Preference	Yes
-------------------------	-----

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. 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.

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

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

#### **Additional Qualification/Data Required**

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1670404883.pdf](#)

**Instruction To Bidder:**[1670404899.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1670404905.pdf](#)

**Scope of Work:**[1670404926.pdf](#)

**Service Level Agreement (SLA):**[1670404963.pdf](#)

**Special Terms and Conditions (STC) of the Contract:**[1670404956.pdf](#)

**Payment Terms:**[1670404977.pdf](#)

**Penalties:**[1670404985.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1670404993.pdf](#)

**GEM Availability Report ( GAR):**[1670405003.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1670405040.pdf](#)

#### **Pre Bid Detail(s)**

<b>Pre-Bid Date and Time</b>	<b>Pre-Bid Venue</b>
16-12-2022 11:00:00	Centralized Tender Cell, C Block, Ground Floor, Admin Building, KKNPP, Kudankulam, Radhapuram Taluk, Tirunelveli District - 627 106.

**Custom Bid For Services - Repaint Of Floor In Building At Active Area For KKNPP 1 And 2 Item No 1 Supply And Application Of 500 Micron Thickness Of Epoxy Paint Use EPIREX 160 A Over Concrete Floor Of Active Area Etc Refer BOQ QTY 20500 SqM ( 20500 )**

#### **Technical Specifications**

<b>Specification</b>	<b>Values</b>
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Repaint of floor in Building at Active area for KKNPP 1 and 2 Item No 1 Supply and application of 500 micron thickness of Epoxy Paint use EPIREX 160 A over concrete floor of Active area etc refer BOQ QTY 20500 SqM
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES

Specification	Values
<b>Addon(s)</b>	

**Additional Specification Documents**

---

**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Samudra Gupta Maurya	627106,KKNPP, NPCIL, KUDANKULAM, RADHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU	20500	N/A

**Custom Bid For Services - Item No 2 Provide And Laying Of 150 Micron Of Epoxy Paint APCODUR CF 641 By Asian Paint Include Preparation Of Concrete Surface Of Equipment Include Removal Of Contaminant Etc Refer BOQ QTY 2000 SqM ( 2000 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Item No 2 Provide and laying of 150 micron of Epoxy paint APCODUR CF 641 by Asian Paint include preparation of concrete surface of Equipment include removal of contaminant etc refer BOQ QTY 2000 SqM
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

**Additional Specification Documents**

---

**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Samudra Gupta Maurya	627106,KKNPP, NPCIL, KUDANKULAM, RADHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU	2000	N/A

**Custom Bid For Services - Item No 3 Provide Prepare And Apply Of Epoxy Mortar Polyurethane Filler Using ASIAN APCOFLOOR LSC 3 For Filling Of Pot Holes And Uneven Surface Of Existing Floor Etc Refer BOQ QTY 2000 Kg ( 2000 )**

**Technical Specifications**

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Item No 3 Provide prepare and apply of Epoxy mortar Polyurethane filler using ASIAN APCOFLOOR LSC 3 for filling of pot holes and uneven surface of existing floor etc refer BOQ QTY 2000 Kg
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

**Additional Specification Documents**

**Consignees/Reporting Officer**

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Samudra Gupta Maurya	627106,KKNPP, NPCIL, KUDANKULAM, RADHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU	2000	N/A

**Custom Bid For Services - Item No 4 Provide And Paint Of Zebra Line Around Opening Hatch Equipment And Pathway Marking In Various Colour And Size Using One Coat Of Synthetic Enamel Paint Of ASIAN ICI DULUX LEWIS BERGER Make Refer BOQ QTY**

## 1000 SqM ( 1000 )

### Technical Specifications

Specification	Values
<b>Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Item No 4 Provide and paint of Zebra line around Opening Hatche Equipment and Pathway marking in various colour and size using One coat of Synthetic enamel paint of ASIAN ICI DULUX LEWIS BERGER make refer BOQ QTY 1000 SqM
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
<b>Addon(s)</b>	

### Additional Specification Documents

### Consignees/Reporting Officer

S.No.	Consignee/Reporting Officer	Address	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement
1	Samudra Gupta Maurya	627106,KKNPP, NPCIL, KUDANKULAM, RADHAPURAM TALUK, TIRUNELVELI DIST, TAMILNADU	1000	N/A

### Buyer Added Bid Specific Terms and Conditions

#### 1. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

#### 2. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

#### 3. Generic

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

#### 4. **Buyer Added Bid Specific Scope Of Work(SOW)**

Text Clause(s)

#### **PRE-QUALIFICATION CRITERIA**

#### **1. Work experience:-**

##### **1.1 Similar Works:**

The bidder shall have the experience of similar works satisfying the following eligibility criteria during last **07 (seven) years** ending last day of month, previous to the commencement date of sale of tender:

- a) Three similar completed works each of value not less than 40% of the estimated cost put to tender.
- or
- b) Two similar completed works each of value not less than 50% of the estimated cost put to tender.
- or
- c) One similar completed work of value not less than 80% of the estimated cost put to tender.

Similar work for the purpose of this contract is

##### **1.2 Definition of similar work:**

***Experience in any one or any combination of the following:  
(with or without supply of material)***

- a. Painting of Civil buildings***
- b. Painting of Structures***
- c. Painting of Equipments***
- d. Painting of Pipelines***

##### **1.3 NOTES-**

**1.3.1** The cost of completed work shall mean gross value of the completed work including escalation, taxes, levies, cost of material supplied by the client on chargeable basis, but excluding those supplied free of cost. The cost of chargeable material shall be the fixed value at which the client had supplied the material.

**1.3.2.** Completed Work shall be that work completed in all respect against a Contract awarded to the Bidder for which a completion certificate or similar documentary evidence certifying completeness of

work issued by client. The completed work means which are completed on or before the last date of month, previous to the commencement date of sale of tender.

**1.3.3** By submission, the bidder undertakes and confirms that eligible similar works have not been executed on back to back basis.

**1.3.4** In case the work is started prior to the eligibility period of 7 years (counted backwards starting from the last day of month previous to the commencement date of sale of tender and completed within the said eligibility period of years, then the full value of work shall be considered against eligibility.

**1.3.5** a) Full value of experience will be considered against eligibility for work experience gained as an individual or proprietorship firm or a partnership firm or a Company or any other legal entity in the same capacity.

b) The work experience earned as a partner in partnership firm shall not be considered for eligibility as an individual bidder.

c) In case of JV the relevant clause as detailed in standard part of NIT shall be applicable.

**1.3.6** The bidder shall upload details of work executed by them in the (Format-2 of NIT) for the works to be considered for qualification of work experience criteria. The work experience uploaded without the documentary proof shall not be considered for evaluation purpose.

The documentary proof of work uploaded without listing the same in shall not be considered for evaluation. The following documentary proof are to be uploaded by the bidder:

**1.3.6.1 For works executed for Government/Government Autonomous bodies/Public Sector Units, the bidder shall upload following documents-**

**a)** Work order/purchase order/agreement with bill of quantities and rates.

**b)** Completion Certificate or similar documentary evidence certifying completeness of work issued by client clearly indicating the name of work, WO/PO/Agreement no, commencement date, date of final completion, and actual final completion cost.

The completion certificate issued by the client shall be for individual work order. The above desired information can be submitted as part of one or more document.

**c)** Clubbing two or more work orders in one completion certificate shall not be considered for evaluation. Bidders shall submit completion certificate for each individual work order.

**1.3.6.2 For works executed for clients other than Government/Government Autonomous bodies/Public Sector Units, the bidder shall**

**upload following documents -**

- a)** Work order/purchase order/agreement with bill of quantities and rates.
- b)** Completion certificate or similar documentary evidence certifying completeness of work issued by client clearly indicating the name of work, WO/PO/Agreement no, commencement date, date of final completion, and actual final completion cost. The completion certificate issued by the client shall be for individual work order. The above desired information can be submitted as part of one or more document.
- c)** Clubbing two or more work orders in one completion certificate shall not be considered for evaluation. Bidders shall submit completion certificate for each individual work order.
- d)** Certificate for bill wise payment received by the bidder, which shall be signed with seal by practicing Chartered accountant on its letter head with Membership no/FRN and UDIN, and their respective TDS amount & TDS certificate number for works executed.  
The information shall be uploaded in (Format-4 of NIT).

**1.3.7** Composite work where only a part of a completed composite work satisfies above criteria of similar work, value of that part only shall be taken as "similar completed work" under 1.1 (a) or (b) or (c) above. Composite work shall mean "a work comprising of items of works of different type/ nature/Engineering". The bidder shall also upload the following details and documents:

- i.** Statement of final bill /last bill showing quantity of all items executed under the contract and final bill /last bill value is matching with the amount mentioned under final value of work done in completion certificate or similar documentary evidence certifying completeness of work issued by client.
- ii.** Statement of all items and their quantities segregated from final bill / last bill which are fulfilling the criteria of similar work and their total amount for consideration of work experience certified by client.

**1.3.8 Work executed for foreign/Indian clients abroad**

**1.3.8.1** Work order/purchase order/agreement with bill of quantities and rates.

The details shall be uploaded as per Format-6.

**1.3.8.2** Completion Certificate or similar documentary evidence certifying completeness of work issued by client clearly indicating

the name of work, WO/PO/Agreement no, commencement date, date of final completion, and actual final completion cost.

The completion certificate issued by the client shall be for individual work order. The above desired information can be submitted as part of one or more document.

Clubbing two or more work orders in one completion certificate shall not be considered for evaluation. Bidders shall submit completion certificate for each work order.

**1.3.8.3** The bidder shall get the work order/purchase order/agreement along with bill of quantities and rates and completion certificate or similar documentary evidence certifying completeness of work issued by the client attested by the Indian Embassy/ Consulate / High Commission in the respective country.

**1.3.8.4** In the event of submission of completion certificate or similar documentary evidence certifying completeness of work issued by the client by the Bidder in a language other than English, the English translation of the same shall be duly authenticated by the Chamber of Commerce of the respective country and attested by the Indian Embassy/Consulate / High Commission in the respective country.

**1.3.9 a)** The work done in foreign currency shall be converted to Indian rupees as per bills selling exchange rates notified by The State Bank of India prevailing on the actual date of completion of work.

**b)** The value of work done meeting prequalification criteria shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum for work done in India and 2% for work executed outside India, calculated from the date of completion of work to the last day of month previous to the commencement date of sale of tender on prorata basis. The work done in foreign currency before escalation shall be converted to Indian rupees. The date of completion shall be excluded for the purpose of calculating escalation and last date of month previous to the commencement date of sale of tender shall be included for the purpose of calculating escalation.

**1.3.10** Work experience certificate issued by private individuals shall not be accepted.

**1.3.11 Certificates of Subsidiary/Group Companies: -**

**1.3.11.1** Company/firm while uploading bid can use the work experience of its subsidiary company to the extent of its ownership in the subsidiary company. However, the companies/firms which intend to get qualified on the basis of experience of the parental company/group company shall not be considered.

**1.3.11.2** The companies/firms, who intend to get qualified on the basis of work experience of the parental/ holding company/Group Company, work experience shall not be considered unless they form a joint venture/consortium.

**1.3.11.3** In case of a Company / firm, formed after merger and/or acquisition of other companies / firms, past experience and other antecedents of the merged / acquired companies/firms will be considered for qualification of such Company / firm.

**1.3.12** The work experience in any of the following case shall not be considered for evaluation:

- a)** The work completion certificate or similar documentary evidence certifying completeness of work issued by client mentions unsatisfactory/poor performance or the client report mentions unsatisfactory performance.
- b)** The work order which has resulted in banning of the bidder in any department.

**1.3.13** In case of public private partnership if the bidder has executed a work for a concessionaire, then the work experience certificate issued by such concessionaire or the public authority concerned will also be accepted.

## **2.0 Financial criteria:**

### **2.1 Average annual financial turnover:**

Average annual financial turnover of bidder should be at least 50% of the estimated cost put to tender during the immediate last three consecutive financial years previous to the one in which tender sale has been commenced as published on e-tendering portal. In case the Bidder has been in existence for less than three financial years, still the average annual turnover shall be calculated assuming that the Company has existed for 3 years.

### **2.2 Profit after tax:**

The profit after tax (PAT) of bidder should be positive in more than two years during last five consecutive financial years previous to the one in which tender sale has been commenced as published on e-tendering portal. In case bidder has been in existence for less than 5 years, the profit after tax shall be positive for minimum 2 years since its existence.

-

### **2.3 Solvency Certificate or Net worth Certificate:**

**Solvency Certificate:**

Solvency Certificate in the format as per Appendix-5 issued by a Nationalized or any Scheduled Bank in favour of the bidder should be for a value not less than at least 40% of Estimated Cost put to tender. The solvency certificate should have been issued within 6 months from original last date of the submission of the bid. The bidder has to upload a scanned copy along with the bid. A notarized copy of solvency certificate shall be submitted along with other notarised documents as per Clause 20.2 of Part-2 (standard part).

**OR**

**2.3.2 Net worth Certificate:**

Net Worth of the Bidder as per the latest audited financial year previous to the one in which tender sale has been commenced as published on e-tendering portal shall be at least 10 % of estimated cost put to tender.

Also, Net Worth of the Company has not been eroded by more than 30% in the last three audited financial years previous to the last day of month previous to the commencement date of sale of tender.

The Net worth Certificate issued by Chartered Accountant as per Appendix 11 shall be uploaded.

**2.4 Bid capacity:**

For tenders of estimated cost put to tender of ` **100 lakhs** and above, bidders who meet minimum criteria will be qualified only if their available bid capacity is more than the bid value. The bid capacity of the contractor shall be determined by the following formula:

Bid Capacity =  $(A \times N \times 2) - B$  Where,

'A' = maximum value of works (including GST) executed in any one year during last five financial years.

'B' = Value (including GST) of existing commitments and ongoing works calculated from last date of month previous to one in which bid has been published to be completed in the next 'N' years.

'N' = Number of years prescribed for completion of the subject contract.

Financial data for latest last five financial years has to be submitted by the bidder in Format 7A of NIT. The above financial data will be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum or part thereof calculated from the last date of that financial year. The last date of that financial year shall be excluded for the purpose of calculating escalation and last date of month previous to the commencement date of sale of tender shall be included for the purpose of calculating escalation. The same shall be certified by the chartered accountant with his seal, signature, membership number/ FRN and UDIN.

Value of existing commitments for on-going works has to be submitted by the bidder in Format-7B of NIT. In case of no works in hand, a 'NIL' statement should be furnished. The same shall be certified by the chartered accountant with his seal, signature, membership number

/ FRN and UDIN. stamp and signature.

If it is found at any stage that the bidder has submitted incorrect data for assessment of bid capacity the bid or if the work is awarded the work order shall be rejected/cancelled and other penal action as per NIT and GCC shall be taken.

**2.5** The bidder who is insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors rights or otherwise ceases to conduct business in the normal course shall be ineligible to participate in the bid as per clause no. 7.4 of Part 1 of NIT.

**2.6 The bidders may note the following:**

**2.6.1** Financial data viz. annual turnover, Profit after tax and Net worth/Solvency amount has to be uploaded by the bidder (Format-3 of NIT). The same shall be certified by practicing Chartered Accountant on its letterhead with his seal, signature, membership number/ FRN and UDIN. In case balance sheet of the last financial year is not audited, the bidder has to upload a certificate from a Chartered Accountant certifying that "the balance sheet for the preceding year has not been audited so far". In such case the financial data of preceding audited financial years as applicable shall be submitted by the Bidder for evaluation purpose. Further, if data of any preceding year as above is not submitted by bidder, same shall be considered zero during evaluation.

**2.6.2** There is no need to upload voluminous balance sheet. Further financial details and related supporting documents, if required may be asked from bidder after opening of technical bid.

**2.6.3** Details given in uploaded document certified by CA with seal, signature, membership number/ FRN and UDIN shall be considered for technical evaluation in case of any mismatch in details and uploaded document

**3.0 EPF (Employees' Provident Fund) registration:-**

**3.1** The bidder shall upload valid EPF registration along with the bid.

**3.2** The EPF registration requirement may not be applicable for a few works if the same is mentioned explicitly in the schedule-A.

**4.0 PAN(Permanent Account Number):**

Bidder must upload PAN card issued in the name of bidder in

case of proprietary firm and in the name of Company/Partnership Firm for others.

**5.0 ESI(Employee State Insurance) registration -**

- 5.1 The bidder shall upload valid ESI registration along with the bid.
- 5.2 The ESI registration requirement may not be applicable for a few works if the same is mentioned explicitly in the schedule-A.

**6.0 ADDITIONAL PRE-QUALIFICATION CRITERIA:  
(Not Applicable for this tender)**

**7.0 GENERAL ELIGIBILITY CRITERIA**

7.1 A Bidder may be a natural person, private entity, government-owned entity, PSU, Government Autonomous Bodies, Joint Venture, Consortium or any other legal entity. Joint Venture/Consortium are not permitted to participate in bidding process until unless specifically permitted in the bid document

7.2 A bidder shall not have a conflict of interest. All bidders found to have a conflict of interest shall be disqualified and bids submitted by such bidders shall be summarily rejected. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) A bidder participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or
- b) A bidder was affiliated with a firm or entity that has been hired (or is proposed to be hired) by the corporation or as engineer-in-charge for the contract.
- c) One firm applies for bid both as an individual firm and as part of joint venture/consortium/partnership firm.
- d) If bidders in two different bids have controlling shareholders in common.
- e) Submit more than one bid.

7.3 Firms shall be excluded if:

- a) as a matter of law or official regulation, the corporation's country prohibits commercial relations with that country, provided that such exclusion does not preclude effective competition for the supply of goods or related services required;

**or**

- b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's country prohibits any import of goods or contracting of works or services from that country or any payments to persons or entities in that country.

**7.4 Insolvency and Bankruptcy Code (IBC), 2016**

7.4.1 The Bidders shall be ineligible to participate in the bid and hence technically disqualified in case of following:

- a) Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016.
- b) Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code at any stage before award of work.

**7.4.2** It will be the responsibility of the bidder to inform within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.

**7.4.3** If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected.

**7.4.4** Corporation reserves the right to cancel/terminate the contract without any liability on the part of Corporation immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

**7.4.5** Corporation shall finalize the tender without considering the bid of the bidder undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering. The bid of such Bidder shall be rejected as being technically disqualified.

**7.4.6** The bidder has to submit details of proceedings under IBC in the (format 3 of NIT).

## **8.0 Uploading supporting documents :**

**8.1** The Bidder shall upload the following documents:

<b>S. NO.</b>	<b>DESCRIPTION</b>
1.	Udyam registration Certificate Uploading is mandatory if bidder wishes to avail benefit as MSE under clause no. 25 of Standard Part of NIT.
2.	Power of attorney or other appropriate document authorizing Signatory Holder to submit the bid.

3.	<p><b>a.</b> Memorandum of Association/Article of Association in case of Company</p> <p style="text-align: center;">or</p> <p><b>b.</b> Partnership deed in case of Partnership firm</p> <p style="text-align: center;">or</p> <p><b>c.</b> Self-undertaking from proprietorship firm (Appendix - 10)</p>
4.	PAN card.
5.	GST registration certificate (GSTIN).
6.	Registration of EPF.
7.	ESIC registration.
8.	Work order/Purchase order/Agreement with bill of Quantities and Rates along with completion or similar documentary evidence certifying completeness of work issued by client for works meeting pre-qualification criteria of Work Experience in Format-2.
9.	Work order/Purchase order/Agreement with bill Of Quantities along with completion or similar documentary evidence certifying completeness of work issued by client for works executed in foreign countries meeting pre-qualification criteria of Work Experience in Format-6.
10.	In case work experiences with other than Government/Government Autonomous bodies/Public Sector Units, statement for Bill wise payments up to final/last bill along with Form-26 AS/16A as per Format-4.
11.	Financial data as per Format-3.
12.	Bank solvency certificate as per Appendix-5 or Net Worth Certificate as per Appendix -11.
13.	Certification under preference to Make in India order (Appendix -9).
14.	“Certificate of Recognition” issued by DIPP (Department of Industrial Policy & Promotion or DPIIT (Department for Promotion of Industry and Internal Trade), Ministry of Commerce & Industry. Uploading is mandatory if bidder wishes to avail benefit as Start-up under clause no. 32 of Standard Part of NIT.
15.	Additional documents if applicable as per Pre-Qualification criteria.
16.	In case of Joint Venture/Consortium (if applicable as per NIT), documents as per clause no. 30 of Standard Part of NIT.

- 8.2** The bidder shall upload scanned copy of originals documents for pre-qualification evaluation, preferably in pdf format. All the uploaded documents should be readable, legible and printable.
- 8.3** In case of limited / single / nomination tender the bidders are not required to upload information and documents for prequalification.
- 8.4** Wherever Corporation has concern or apprehension regarding the authenticity/correctness of any document, Corporation reserves the rights of getting the documents cross verified from the documents issuing authority.

### **MSE Instructions**

As per instruction to the bidder Notice inviting Tender (NIT) the sentence mentioned in the GEM instruction (Buyer Added specific Addition Term and condition) In respect to bid for service “ the bidder must the service provider of the offered service, relevant documentary evidence in the regard shall be uploaded along with the bid in respect of the offered service may please be omitted and the remaining clause shall stands prevail.

Further the bidder must be referred the preference and exemption to MSE units clause No:25 of Instruction to bidder Notice inviting Tender (NIT)

### **Extension of Time for Completion**

- 7.6.1 Request for extension of time, has to be made by the Contractor in writing within 15 days of the occurrence of the event causing delay. The Contractor shall indicate the period for which extension is desired, in such request.

7.6.2 All such events or requests shall be considered and analysed by the Engineer-in charge within 30 days before completion period of the contract and the decision regarding the extension of time is to be communicated to the Contractor before completion date.

7.6.3 The absence of any request or application from the Contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-charge and this shall be binding on the Contractor.

## **11 VARIATIONS AND ADJUSTMENTS**

### **11.1 Right to Vary**

11.1.1 Variations may be initiated by the Engineer-in-charge at any time prior to issuing the Completion Certificate for the Works, by an instruction for the Contractor to submit a proposal. The Contractor shall submit a proposal for variation for approval of Engineer-in-charge.

11.1.2 Each Variation may include:

- a) Changes to the quantities of any item of work included in the Contract,
- b) Changes to the quality and other characteristics of any item of work,
- c) Dletion of any work which forms part of the scope given in the contract,or
- d) Any additional work, Plant, Materials or services necessary for the Works, including any associated Tests on Completion and exploratory work.

11.1.3 The time for completion of the works shall, in the event of variations resulting in additional cost over the Contract value being ordered be extended as follows, if requested by the Contractor:

(a) In the proportion which the additional cost of the extra, additional or

substituted work, bears to the original Contract Sum; plus

(b) 25% of the time calculated in (a) above or such further additional time as

may be considered reasonable by the Engineer-in-Charge.

## **11.2 Payment for Variations**

11.2.1 Variation permitted beyond the tendered quantity for individual items shall be as follows,

- Excavation items: +100%
- All other items: +50%

11.2.2 Any variation above the tendered quantity but within the above specified limit shall be paid as per the rates as provided in the contract in the Schedule of quantities.

11.2.3 In case the quantities to be executed is beyond the variation limits above or extra, additional or substituted work, the contractor shall give notice to the corporation of his intention to claim a varied rate or price supported by proper analysis within 14 days of the date of instruction for executing varied work, extra, additional work or substituted work, and before the commencement of such work.

11.2.4 In case of quantities beyond variation limits, the Engineer-in-charge shall determine the rates, after due consideration to the rate analysis submitted by the contractor. These provisions shall also be applicable for decrease in rates.

11.2.5 For determining the rates for extra, altered or substituted item, where in such item with similar specification is available in the schedule of quantities then the same rate shall be applied. In case the item is not available within the same schedule of quantities but are available in other parts / modules of the contract, then the lowest rate among the rates in other part / module shall be considered.

11.2.6 In case the rates for extra, altered or substituted item are not available in any part or Module of Schedule of quantities then the rate shall be determined based on Market rates, approved by the Engineer-in-charge.

11.2.7 Deletion of any item / any part of work of schedule of quantities shall also form part of the variation limit.

11.2.8 If the overall net contract value is less than 75% of the contract value, then a suitable compensation shall be assessed mutually and paid to the contractor based on case to case basis.

11.2.9 In case the quoted rates are more than 25% of the estimated departmental rates the corporation has got a right to negotiate such rates with prospective bidder for execution of quantity beyond the tendered quantity before award of work.

### **11.3 Contract Price Adjustment**

11.3.1 The rates quoted by the tenderer shall be the Base Price, which will be subjected to PRICE ADJUSTMENTS in accordance with the conditions and formula prescribed herein and further subject to satisfying the requirements specified in this clause only. This clause is applicable only to the contracts where stipulated completion period is more than 12 months.

11.3.2 For contract(s) where completion period as stipulated in NIT or work order is less than and upto 12 (twelve) months and where there is a delay which is attributed to the Corporation, due to which the period of the contract exceeds 12 months, the contract price adjustments is applicable for the extended period. (For example, where the original contract period is 10 months and there is extension for 3 months, then adjustment is payable for one month i.e.13<sup>th</sup> month only). However the Subscript value of "0" defined in 11.3.4 above shall be the indices of the month in which the Mid period (50% in terms of days) of the extended contract period falls on.

11.3.3 The "Contract Price" as awarded shall be the Base Price, unless otherwise specified.

A certain fixed percentage of the base price shall not be subject to any price adjustment. The balance percentage to be specified shall be of Identified

Components towards Labour, Material(s) (not being

material supplied/or services rendered at fixed prices by the Corporation) and P.O.L. and shall be subjected to Price Adjustment. The fixed component shall be 15% of the contract value, and is not subjected to price adjustments. However other components shall vary from contract to contract depending upon the scope of work(s) and this information is furnished by the Corporation in Schedule A (refer clause 11.3.4).

11.3.4 The actual amount of price adjustment shall be determined by satisfying the conditions specified herein.

The price adjustment formula for the various components of the Contract Price shall be construed as stipulated hereinafter. The formula designed for governing and calculating the price adjustment to be applied to the contract price shall be as follows:

$$ACV_1 = CV (F + l_u \times L_{u1}/L_{u0} + l_s \times L_{s1}/L_{s0} + m \times M_1/M_0 + n \times N_1/N_0 + o \times O_1/O_0 + p \times P_1/P_0 + q \times Q_1/Q_0 + d \times D_1/D_0)$$

Where:

ACV1 - Adjusted contract price i.e., value of work done after application of above price adjustment formula.

CV - Base contract price, subject to price adjustment, i.e. the value of the work done in the given period for which the Price Adjustment is to be calculated excluding cost of material supplied or services rendered at fixed prices by the Corporation and the cost of extra items, rates for which have been worked out based on market rates.

F - Fixed component i.e. 15% of contract value, which is not subjected to any adjustment under this formula or otherwise.

l<sub>u</sub> - Unskilled Labour component (Defined in Schedule A) expressed as percentage of the contract value which will be subjected to adjustment.

l<sub>s</sub> - Skilled labour component (Defined in Schedule A) expressed as percentage of the contract value which will be subject to adjustment.

m,n,o,p -Various material component (bought by the contractor) expressed as percentage of the contract value(defined in Schedule A), which will be subject to adjustment. The sum of m,n,o,p along with F, d , labour (lu and ls) and q should sum up to one.

'q - Component for all the other materials (other than m, n, o, and p) expressed as percentage of contract value, as defined in Schedule A.

D - P. O. L. component expressed as percentage of the contract value, as defined in Schedule A, which will be subject to adjustment.

M, N, O, P - Corresponding published price indices of various materials based on All India Wholesale Price Index for Individual Commodities /Group Items for the period under consideration published by Economic advisor to Government of India, Ministry of Industry & Commerce.

Q - Wholesale price indices applicable to all commodities for the period under consideration as published by Economic Advisor to Government of India, Ministry of Industry & Commerce.

L - Minimum wages in Rupees of a labour fixed under any law, statutory rule or order as applicable on the last date of the month under consideration (where in subscript 'u' and 's' denotes the unskilled and skilled labour respectively).

D - Petrol prices of the nearest petrol pump (defined in Schedule A) applicable as on the last date of the month under consideration.

#### SUBSCRIPT:

'0' - refers to the values of the above-mentioned Minimum Wages/ Material indices/ Petrol price applicable to previous month prior to the date of submission of tenders (In case of two part tender the date of submission of Part 1 shall be taken).

'1' - refers to the values of corresponding Minimum Wages,

Material indices/ petrol price as applicable for the month prior to the month in which the work is executed for which adjustment is applicable, respectively.

11.3.5 The value of fixed component 'F' will remain unchanged and fixed and shall not be disputed.

11.3.6 Price Adjustment(s) shall be calculated for the quantum of works executed during the month of the bill.

11.3.7 Additional, altered or substituted items of work, derived from the agreed Bill of quantities and rates attached in work order will also attract price adjustment as per this clause. No price adjustment for the cost of material issued and/or services provided by the Corporation shall be applicable, which are issued at fixed rates to the Contractor. Extra, altered or substituted item, for which the rate has been derived from the market rate, shall not be subject to price adjustment within 12 months from the actual commencement of execution or date of its communication to the contractor whichever is earlier.

11.3.8 In the case of materials brought to site for which any secured advance is included in the bill, the full assessed value of such advance shall be added to the cost of work shown in the bill for operation of this Clause. Similarly, when such materials are incorporated in the work and secured advance is deducted from the bill, the full assessed value should be deducted from the cost of the work shown in the bill, running or final.

11.3.9 In case of advance payment is given for the work done but not measured the full value of such unmeasured work shall be added to the cost of work shown in the bill for operation of this Clause. When such work is measured and paid the full value of such work shall be deducted from the cost of work shown in the bill, running or final.

11.3.10 Every month after the award of Contract, the

Contractor shall submit to the Engineer-in-Charge, a written notice of the changes, if any, that have occurred in the specified indices of Material/petrol prices and in minimum wages for labour during the previous month containing the effective date of such change, the extent of change etc. with authenticated documentary evidence (as described above) of the relevant published indices/petrol price/minimum wages to substantiate the price adjustment claim.

11.3.11 Provided further that such payment/refund shall not be operative and payable after the Schedule expiry of the contract period including authorized extended contract period.

11.3.12 In case where the reasons for extension of the contract is attributable to the force majeure and Contractor, the Contractor shall be paid the contract price adjustment for the extended period at the frozen indices applicable for the month preceding to the last date of stipulated completion period or extended completion period attributable to Corporation whichever is later. In case the prevailing price indices are lower than the frozen indices, as stated above, the lower shall be considered.

11.3.13 For this purpose, the total delayed period shall be apportioned between delays due to the Corporation, force majeure events and / or the Contractor in the following order:

1. Delay caused by the Corporation will be allowed considering as if this delay due to the Corporation happened first, immediately after stipulated contract completion period, irrespective of actual point in time in which such delay by Corporation occurs.
2. Followed by delay due to Force Majeure,
3. Delay due to Contractor

11.3.14 The total adjusted contract price shall be:

(Sigma) ACV1 + Other elements of Contract Price, if any

11.3.15 Except as provided herein, no other expenditure incurred

by the Contractor, under any Clause(s) / item(s) due to

any reason whatsoever, shall be payable to the Contractor.

11.3.16 Bids specifying provisions other than those specified above run the risk of rejection.

**SCHEDULE 'A'**

<b>S. No.</b>	<b>Clause no. of GCC/NIT</b>	<b>Description</b>	<b>Stipulation</b>
<b>1.</b>	GCC 1.1.1	Tender Accepting authority	Station Director
<b>2.</b>	GCC 2.1.3	Time by which possession of site will be given	Immediate after issue of Contract Order
<b>3.</b>	GCC 4.14.1	Availability of electricity	Yes
<b>4.</b>	GCC 4.14.1	The rate at which electricity will be charged	Free
<b>5.</b>	GCC 4.19.2	Number of trees to be planted by the contractor	Not Applicable
<b>6.</b>	GCC 4.22.1	Number of Apprentices to be trained by the contractor	Not Applicable
<b>7.</b>	GCC 4.23.2	Availability of water supply by Corporation	Yes
<b>8.</b>	GCC 4.23.2(i)	Water charges	Free
<b>9.</b>	GCC 4.24.2	Availability of Land / office space for Contractor's Office, Stores etc.	No

<b>10.</b>	GCC 5.2	Schedule of employment of labour	As per minimum wage act issued time to time
		<b>(i)</b> As per Central Government	
		<b>(ii )</b> As per State Government	
<b>11.</b>	GCC 5.6.3	Penalty, for not providing arrangements and facilities as per safety guidelines.	As per Site Instruction (Industrial Safety Clauses)
<b>12.</b>	GCC 5.6.4	Industrial safety training to be provided by Corporation.	Yes
<b>13.</b>	GCC 5.6.14	Minimum number of safety professionals to be deployed by contractor.	1
<b>14.</b>	GCC 5.6.15	Penalty, for not deploying the minimum number of safety professionals.	As per Site Instruction (Industrial Safety Clauses)
<b>15.</b>	GCC 7.8.1	Applicability of incentive clause	No
<b>16.</b>	GCC 7.8.2	Maximum value of the contract value, which shall be paid as incentive.	No
<b>17.</b>	GCC 7.9.3	No of days of suspension for Entitlement of compensation if cumulative period of suspension exceeds	Not applicable

<b>18.</b>	GCC 9.1.1	Defect Liability Period for the contract	06 Months
<b>19.</b>	GCC 9.1.6	Applicability of liability towards Latent defect	No
<b>20.</b>	GCC 11.3.3	Various components expressed as a percentage of contract Price.	Not applicable
<b>21.</b>		Fixed component (F)	Not applicable
		Unskilled labour component (lu)	Not applicable
		Semi-skilled labour component (lss)	Not applicable
		Skilled labour component (ls)	Not applicable
		Highly skilled labour component	Not applicable
		Material component	Not Applicable
		_____ (m)	
		_____ (n)	
		_____ (o)	
		_____ (p)	Not Applicable
		All other materials (q)	
		P.O.L component (d)	Not Applicable
Non escalable component (NE)	Not Applicable		

		Nearest fuel station to be considered for diesel prices (P.O.L)	Not Applicable
<b>22.</b>	GCC 12.1.4	The rate of Interest to be charged on mobilization advance	Not Applicable
<b>23.</b>	GCC 12.2.1	Applicability to submit the bills and measurement in computerised form	Yes
<b>24.</b>	GCC 12.5.1	Simple interest for delayed payment.	12.25 % Per Annum
<b>25.</b>	GCC 15.1	<b>(a)</b> Employee compensation policy	Yes
		<b>(b)</b> Coverage under ESI (Employee State Insurance)	No
		<b>(c)</b> Third Party liability @ 10 % of the contract price subjected to maximum of rupees 50.00 lakhs.	Yes
		<b>(d)</b> CAR/ EAR Policy for the whole contract value	No
		<b>(e)</b> Comprehensive Insurance policy for Transport contracts	No
		<b>(f)</b> EPF(Employees' Provident Fund) registration	Yes
		<b>(g)</b> Group Insurance Policy	Yes

<b>26.</b>	NIT 30.1	Permission for joint venture/consortium to participate	Not Applicable
<b>27.</b>	NIT 35.0	Supplier (for CLND)	Applicable
<b>28.</b>	NIT 28.0	Applicability of the Building and Other Construction workers (Regulation of Employment and Conditions of Service) (BOCW) Act, 1996 and the Cess Act, 1996	Not Applicable
		Rate of labour cess (as per BOCW)	Not Applicable
<b>29.</b>	NIT 27.0	Applicability of integrity pact	No
<b>30.</b>	NIT 24.0	Applicability of Mega Power Project Concession	No
<b>31.</b>	NIT 25.0	<b>a)</b> Purchase preference to MSE registered bidders	Yes
		<b>b)</b> Waiver for Submission of bid security	Yes
		<b>c)</b> Splitting of quantity for award to MSE	No

		<b>d)</b> Exemption/Relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit after Tax, Solvency/Net Worth or Bid Capacity etc) for MSE	Not Applicable
<b>32.</b>	NIT 32	Exemption/Relaxation from meeting the qualification criteria in respect of prior experience and financial criteria viz. (Turnover, Profit after Tax, Solvency/Net Worth or Bid Capacity etc)for Startups.	Not Applicable
<b>33.</b>		Waiver for Submission of bid security	Not Applicable
	NIT 33	Divisibility of Scope in Make in India clause no. 33	Not Applicable
<b>34.</b>		Class of Contractor as per Make in India Order	Not Applicable
<b>35.</b>	NIT 36.0	Applicability of Contract employee information management system	Yes
		Minimum number of labours to be deployed	No

<b>36.</b>	a) Unskilled	Not Applicable
	b) Semi- Skilled	Not Applicable
	c) Skilled	Not Applicable
	d) Highly skilled	Not Applicable
	e) Any other category	Not Applicable
<b>37.</b>	Penalty for shortfall of minimum number of Labours to be deployed as per special condition of contract	No
	a) Unskilled	Not Applicable
	b) Semi- Skilled	Not Applicable
	c) Skilled	Not Applicable
	d) Highly skilled	Not Applicable
	e) Any other category	Not Applicable
<b>38.</b>	Applicability of Factory Act	Yes
<b>39.</b>	Place of service	Plant Site
<b>40.</b>	Details of Corporations beneficiary bank for Structured Financial Messaging System (SFMS)	Bank : State Bank Of India; Branch address: Anuvijay Township; I F S C Code: SBIN0004387; A/C No. : 30695261672

<b>41.</b>		Nature of scope of work	Repainting of floors in Buildings at active areas for KKNPP-1&2
<b>42.</b>		Type of contract	Service Maintenance Contract Cum
<b>43.</b>		Minimum number of W o r k Supervisor/ Engineer to be deployed	01

#### 5. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

## Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents/clauses shall also be null and void. 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. Also, GeM does not permit collection of Tender fee / Auction fee in case of Bids / Forward Auction as the case may be. Any stipulation by the Buyer seeking payment of Tender Fee / Auction fee through ATC clauses would be treated as null and void.

This Bid is governed by the [General Terms and Conditions](#), conditons stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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.

**---Thank You---**