

 <p>एनपीसीआईएल NPCIL</p>	<p>न्यूक्लियर पावर कॉर्पोरेशन ऑफ इंडिया लिमिटेड NUCLEAR POWER CORPORATION OF INDIA LIMITED (भारत सरकार का उद्यम) (A Government of India Enterprise)</p> <p>CIN : U40104MH1987GOI149458</p> <p>संविदा एवं सामग्री प्रबंधन CONTRACTS & MATERIALS MANAGEMENT</p>	
	<p>Phone No. 02626-230634/271/714 Fax No. 02626-230492 Email: gauravsingh@npcil.co.in rambahadur@npcil.co.in scgupta@npcil.co.in</p>	<p>Contracts Section, Kakrapar Gujarat Site, PO Anumala, Via. Vyara, Dist. Surat, Gujarat – 394 651.</p>

INVITATION TO TENDER

To

Through e-Mode	Tender No.	KAPS-1&2/C&MM/EMCCR-2/13356
	Due Date	AS PER NIT

Dear Sirs,

Design, Development, procurement of raw materials, Manufacture, inspection, testing, Demonstration on mock up, packing, delivery, Commissioning at site and Guarantee of induction heating system along With necessary tools for removal of AGMS bellows from their rolled Sub: joints in Reactor building as per specification attached.

For and on behalf of Nuclear Power Corporation of India Ltd., Head (CMM), Kakrapar Gujarat Site invites bids for the supply of Stores detailed in the Form No. CMM-44A/Rev.4. Any contract against this tender will be governed by General Conditions of Contract contained in form no. CMM-44/Rev.4 annexed herewith. If you are in a position to quote for the supply in accordance with the requirement stated in the attached form, please submit your bid in the online bidding form i.e. Tender Form CMM-44A/Rev.4.

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

Yours faithfully,

**(S.C.GUPTA)
AGM(C&MM)**

For and on behalf of Nuclear Power Corporation of India Ltd.
(The Purchaser)

NUCLEAR POWER CORPORATION OF INDIA LIMITED

SECTION-A

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

1 Mode of Submission of E-bids

- 1.1 The bid (E-bid) shall 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 below :-

Tender No. **KAPS-1&2/C&MM/EMCCR-2/13356**

DATED As per Tender Details in NIT

Last date for submission of E-bids As per Tender Details in NIT

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

- 1.2 The Tender Fee as prescribed shall be paid ON-LINE, upon which the participation in the Tender process is allowed. Micro and Small enterprises (MSE's) registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation(NSIC) or Directorate of Handicrafts and Handlooms or any other body specified by the Ministry of MSME are exempted from payment of Tender Fee irrespective of the monetary limit mentioned in their registration certificate provided they furnish registration certificates valid as on the due date of submission of the Tender. Soft copy of such valid certificate is to be uploaded as per the provisions in the e-Tender process on or before the due date for e-Bid submission. In case such a certificate is found to be defective or invalid, such bids shall be rejected.
- 1.3 In case of Public Tender(PT) there is no restriction for participation in the Tender. In case of Limited Tenders (LT) or Single Tenders(ST), participation is allowed only to the intended bidders who can do online submission of their bids. However, the Tenderers are required to meet the Qualification Criteria stipulated, if any, under the Tender.
- 1.4 **One Bid per Bidder:** Each bidder shall submit only one e-Bid for this tender. A bidder who submits or participates in more than one e-Bid for this tender will cause the bidder's participation to be disqualified for all such e-bids.

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

2 Qualifying Requirements: AS PER TENDER DOCUMENTS

- 2.1 **AS PER TENDER DOCUMENTS PQ WILL BE APPLICABLE**

- 2.2 The bidders while submitting the e-Bid are required to upload all supporting documents / information necessary for establishing their qualification in e-Envelope only on the e-portal.
- 2.3 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.
- 2.4 Tender documents shall be downloaded by those bidders who prima facie meet the qualification requirements as in ITT clause 2.1 above. While the system may allow the submission of offer, such allowance shall not be construed to be automatic qualification of the Tenderer for this Tender
- 2.5 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 e-Bid as well as other associated expenses 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 Tenderer's whose personnel 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) Instruction Sheet~~
- ~~(b) Section A: Invitation to Tender and Tendering Conditions~~
- ~~(c) Section B: General Conditions of Contract and Special Conditions of Contract~~
- ~~(d) Section C: Technical Specifications & Drawings~~
- ~~(e) Section D: Format for Submission of E bid.~~

- 4.2 The bidder is expected to examine all instructions, forms, terms, specifications and other information in the tender documents. Failure to furnish all information required by the bidding documents or submission of a E-bid not substantially responsive to the bidding documents in every respect will be at the bidder's risk and may result in rejection of their e-bid.

4.3 Clarification of Tender Documents:

- 4.3.1 The bidder shall be deemed to have carefully examined all Tender documents and obtained clarifications from the Purchaser where needed, inspected and surveyed the Site and its surrounding and satisfied himself as to the form and nature of the Site, the quantities and nature of work and material necessary for the supply of the Stores and the means of access to the Site, the accommodation he may require and in general obtained all necessary information as to risks, contingencies and other circumstances which may influence or affect his tender, to his entire satisfaction before submitting the e-Bid.
- 4.3.2 In particular and without prejudice to the foregoing conditions and in addition thereto, when tenders are called for furnishing the Particulars, the bidder's tender to supply in accordance with such Particulars shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and satisfied himself before tendering as to the correctness and sufficiency of his tender for the Stores and of the rates and prices quoted in the Schedule of

Quantities., The rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the Supply of the Stores and Services.

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

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

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

4.5 Amendments to Tender documents: The Purchaser reserves the right to issue any amendments, corrigendum, clarifications, etc. to the Tender, giving reasonable time, prior to the last date and time of online bid submission.

Bidders are requested to update themselves on our e-portal (<https://npcil.etenders.in>) the details such as pre-bid clarifications, corrigenda, addenda and other documents forming a part of the subject Tender, before submission of their e-bid.

5. Manner And Method For Submission Of Bids

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

5.2 Technical portion of E-bid should contain/include only technical specifications, technical details, literature, references of earlier supplies of similar equipment, drawings, quantity, time required for submission and approval of drawings, manufacturing and delivery schedule, inspection/testing procedures etc. Itemised list of spares and quantity recommended by the tenderer, if any, for purchase should also be included in the bid.

5.3 E-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 E-bid and should be filled as Annexure-A of the bidding form of e-envelop, or otherwise it shall be an admission on the part of the bidder that he will supply the equipment as specified by the purchaser. However, bidders may note that deviations or substitutions from the technical specifications may lead to rejection of their E-bid.

- 5.4 The bidders shall upload all drawings pertaining to the plant / machinery / equipment / component along with their E-bid for correct understanding and appreciation of the tender. Bidder's drawings will form part of the purchase order/contract only after these are approved by the purchaser.
- 5.5 Catalogues / **Technical Literature**: All necessary catalogues/drawing/technical literature data as are considered essential for full and correct evaluation of the bids shall invariably be uploaded with the E-bid.
- 5.6 **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.
- 5.7 Commercial portion (Annexure-B of section D) of the E-bid should contain bidder's specific confirmation regarding compliance of all commercial terms and conditions of the Tender as per ITT (Section-A), General Conditions of Contract and Special Conditions of Contract (Section B) and shall be submitted in online bidding forms. The Bidders, in addition, should mention applicability of Statutory Levies like Goods and Services Tax (CGST / SGST / UTGST / IGST)etc. and all other related information. All input tax credit benefits available to Indian manufacturers / dealers / contractors, etc, shall, however, be taken into consideration in quoted prices and the Bidder shall pass on the benefits to the Purchaser.
- 5.8 Price portion of the E-bid should be furnished in **online bidding forms only** and as per Schedule to Tender Form of Section-D of the tender document.
- 5.9 The system will not allow submitting E-bids after last date and time. Therefore, the bidder shall ensure the submission of E-bids well within the due date and time.
- 5.10 Particulars of the Bidders:**
- 5.10.1 The bidder shall upload the details, in case he is a partnership firm or Joint Hindu Family concern, the names and full particulars of the partner or the member of the Joint Hindu Family owing the concern. The e-Bids must be digitally signed by the authorised representative of the firm and the document/s regarding authorisation shall be uploaded in the Part I e-Bid. The original of such documents are required to be furnished when sought by the Purchaser and in case of failure to do so, will make such bid liable to be rejected. The e-Bid must be digitally signed:
- (a) In the event of the bidder being a sole proprietary concern by the sole proprietor or by constituted attorney duly authorized to enter into and sign agreement on his behalf, including agreement to refer disputes arising under or relating to such agreements to arbitration by power of attorney signed by the proprietor and authenticated by a Notary Public or Magistrate.
 - (b) In the event of the bidder being a partnership firm, by all partners or by a constituted attorney duly authorized to enter into and sign agreements on behalf of the partnership firm including agreements to refer disputes arising under or relating to such agreements to arbitration by a power of attorney duly executed by all the partners and authenticated by Notary Public or a Magistrate.
 - (c) In the event of the bidder being a Hindu Joint Family concern by the Karta of the Joint Family when the bid is signed by a constituted attorney of the sole proprietor of a concern or when the e-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 e-Bid or if a e-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 e-Bid. If however, the power of attorney has been previously furnished to and approved by the Purchaser, the contractor need not send the same with the e-Bid.

5.11 Income Tax Registrations, GSTIN and other Registrations

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

6 Validity of E-bids

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

7 Opening of Tenders

7.1 The tenders will be opened on-line at our NPCIL E-Tendering website i.e. <https://npcil.etenders.in> as per schedule given in the tender document. In the case of Public Tender, after online opening of the E-bids, the details of the bids submitted by the bidders will be made available for all the participating bidders.

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 (GCC) and Special Conditions of Contract (SCC) 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 (GCC) / Special Conditions of Contract (SCC), (SECTION B) of this tender document are liable to be ignored.** It should also be realized that failure to bring out deviations from the GCC and / or SCC 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: Please refer Special Conditions of Contract.

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. E-bids where only lump sum prices are indicated are liable to be ignored. Particular care must be taken to list out each item of spare and quantity recommended and also the individual price for these items.
- 10.3 The Bidders must clearly and separately furnish in their E-bid the charges for Supervision of erection and commissioning of items to be supplied under the contract.

11 Delivery

- 11.1 The entire scope covering supply of equipment/machinery/plant/component, etc covered under this tender document shall be completed within the delivery period mentioned mentioned in Notice Inviting Tender(NIT). Milestone chart 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 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 The price adjustment provisions as indicated in para 8.0 above, shall not be taken into account for evaluation of offers. e-Bid evaluation will be done based on the total of Summary Prices which are inclusive of GST and all other indirect taxes and duties for supply of items and site work portion as per Section D of the Tender document. To facilitate the evaluation and comparison of prices, all e-bid prices expressed in foreign currency will be converted into Indian Rupees at Bills Selling exchange rates (as established by State Bank of India) applicable on the day seven days prior to due date of submission of e-Bid. If the day seven days prior to due date of submission of bid happens to be a holiday, the exchange rates of next working day will be considered. For items sourced from abroad and directly delivered to the Purchaser's site, wherever the ocean/air freight and marine insurance to the port of the Purchaser's country are not quoted then, 11% of FOB prices will be considered towards ocean/air freight and marine insurance to arrive at CIF prices. In the event the actual cost towards local transportation and other services including customs clearance, port handling, inland transit insurance etc. in India are not quoted as required, the charges towards the same will be considered as 1 ½% of CIF Value for items and materials supplied from abroad and delivered directly to the project site from Indian port of entry. Applicable IGST if not quoted will be loaded to arrive at the final price for the purpose of evaluation in case of unregistered parties.
- 15.2 For Tender where Fiscal Concessions as per SCC are available/ applicable, the following shall apply:
- (a) For evaluation and comparison of bids, a price preference at 15% would be given to the domestically manufactured capital goods. For this purpose, the bid price of the bidders would be increased by 15% of all such CIF components contained in their price bid including the CIF

component of the imported raw materials/ components required for manufacture of indigenous items. No exchange rate variation is allowed towards the value of imported raw materials and components included in the Indigenous items. For the purposes of 15% loading as above, the base exchange rates shall be Bills Selling exchange rates (as established by State Bank of India) applicable on the day seven days prior to due date of submission of e-bid. If the day seven days prior to due date of submission of bid happens to be a holiday, the exchange rate of next working day will be considered.

- (b) Further the charges for expatriate supervision for erection and commissioning quoted in foreign currency will not be loaded by 15%.
- (c) IGST applicable on the import of finished goods which are to be delivered directly to the Purchaser's site from the port of import shall be indicated by the Bidder. This IGST will be considered for the purpose of evaluation of the bids.

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

12.3 The E-bid evaluation will be done in conjunction with Section: D of the Tender.

12.4 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 (Subject to meeting Qualifying Requirement as per clause 2.0)

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.

In case a tendered item is non-splitable or non-divisible, MSE quoting Price within the Price – band of “L1- Price (Other than MSE) + 15%” may be awarded for full/ complete value of supplies, subject to matching of the L1 Price.

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

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- (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.

The contractor on whom the contract may be entered into against this tender shall furnish the Purchaser, the details of the sub-contractors meeting any part of contract execution herein and who qualify as

MSE's as per the Micro, Small and Medium Enterprises Development Act, 2006 and amendments to same.

13 Acceptance of E-bids

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

14 Canvassing

- 14.1 Canvassing in any form with regard to this tender will lead to rejection of the E-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 E-bid submission) designed to establish E-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 Civil Liability for Nuclear Damages (CLND) Act 2010 & Rule 2011 thereof:

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

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

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

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

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

17 Disclosures

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

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SCHEDULE TO FORM NUMBER C&MM 44(A) 1/22 (A)
NUCLEAR POWER CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)
CIN : U40104MH1987GOI149458

Schedule to Tender No.KAPS-1&2/C&MM/EMCCR-2/13356

SL NO.	DESCRIPTION	QTY	UNIT
1	Design, Development, procurement of raw materials, Manufacture, inspection, testing, Demonstration on mock up, packing, delivery, Commissioning at site and Guarantee of induction heating system along With necessary tools for removal of AGMS bellows from their rolled joints in Reactor building as per specification attached. Items are as follows. A)Supply of high frequency power source for Induction heating coil.	1.00	No.
2	Heating coils with cable (water cooled)suitable for AGMS bellows size.	2.00	Set.
3	Chiller Unit for cooling inductor elements of coil.	1.00	No.
4	Alignment & positioning tools for safe insertion of heating coils in bellow rolling area.	1.00	No.
5	Tools for detachments of AGMS bellows	2.00	No.
6	a)Erection & Commissioning of the equipment at KAPS site. b)Performance / Demonstration check of equipment at KAPS site, imparting training and handing over in acceptable condition of induction heating system along with necessary tools for removal of AGMS Bellows.	1.00	No.

NOTE: Drawing/Catalogue shall be uploaded online alongwith your e-offer.