

Ref: IGSTPP/CS/23-24/CRN-4166 (PR No. 200000685)

Date: xx/03/2024

Notice Inviting Tender

SUBJECT: “Biennial Job Contract for Maintenance of Heavy Earth Moving Machines (HEMM) & Mobile Equipment in CHP” at IGSTPP-Jharli, Jhajjar, Haryana.

Dear Sir/Madam,

Please find enclosed herewith one set of bidding document for subject package.

Sl. No.	Description of documents
1.	Notice Inviting Tender (NIT) No. IGSTPP/CS/23-24/CRN-4166
2.	Special Instructions, Qualifying Requirement
3.	Instruction to Bidder
4.	Schedule of Items /Bill of Quantity (BOQ) Annexure-A
5.	Scope of Work, Annexure-A (Tentative List of HEMM) Specific Terms & Conditions, Special Terms & Condition, Annexure-3 (List of Consumables Tentative), Annexure-2 (List of T&P), Annexure-1 (List of PPEs), Safety Clause Operation & Maintenance Contracts) & Job Hazard Analysis.
6.	Standard Formats & Vendor Checklist etc. (Bid Form 1, Certificate of Compliance to all provisions of Bidding Documents, Form for Acceptance of Fraud Prevention Policy, Declaration on Policy for debarment from Business Dealings, Vendor’s Details, EFT, Declaration regarding applicable GST, Contract Agreement Format etc.)
7.	General Conditions of Contract for O&M Works & Amendment to GCC
8.	Policy for debarment from Business Dealings
9.	GeM GTC & STC*

*As available on GeM Portal

xx- NIT date shall be date of publishing of tender at GeM portal.

Bid Submission:

1. GeM bids are invited for the work of “Biennial Job Contract for Maintenance of Heavy Earth Moving Machines (HEMM) & Mobile Equipment in CHP” at IGSTPP-Jharli, Jhajjar, Haryana
2. Bidders are advised to visit website regularly to keep themselves updated as any change/ modification in the tender will be intimated through this website only.
3. Bids shall be submitted online only at website: <https://gem.gov.in>. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. In tending tenderer are **advised to visit website <https://gem.gov.in> regularly till bid opening date** of tender for any corrigendum / addendum/ amendment.
5. Tender Fee: **Nil.**
 1. EMD: 1,00,000/- Applicant contractor must provide a requisite EMD of Rs. 1,00,000/- (Rupees One Lakh Only), in the form and manner prescribed under clause 6 of Instruction to Bidders in a separate sealed envelope superscripting the NIT/Tender No & Date, Bid Opening Date (BOD) and Name of Work. In absence of acceptable EMD/Bid Security as per clause 6 of ITB, your offer shall be rejected by the employer as being non-Responsive and shall not be opened.

Note:

- (i) EMD/Bid Security up to Rs 1,00,000/- (Rupees One Lac only) must be submitted through Demand Draft/Pay Order/Wire Transfer (RTGS/NEFT) only.
- (ii) EMD/Bid Security above One Lakh can be submitted in any of the forms prescribed under clause 6 of Instruction to Bidders.
- (iii) Exemption in EMD shall be applicable as per GeM GTC.

8. Bids will be opened as per date/time as mentioned in the GeM Bid Date Sheet.
9. “Benefits to MSE’s and Purchase Preference are applicable as per clause 4 of ITB .**Work shall be awarded as a package. Splitting of quantity is not envisaged”.**

Note: Udyog Aadhar (UAM) is not valid. As per notifications issued by Ministry of Micro, Small and Medium Enterprises, all existing enterprises registered under EM- Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July 2020. The existing enterprises registered prior to 30th June 2020 shall continue to be valid only for a period up to the 30th day of June,2022. An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under **Udyam Registration**.

10. Submission of Tender

11. OFFLINE (If Applicable)

Physical documents (as/if applicable) should be submitted as per clause 9.1 of ITB.

A. ONLINE

The tender shall be submitted online in two parts, viz., technical bid and Price bid.

All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading.

Quoted rates shall be inclusive of GST. GST provisions have been detailed in tender documents.

The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

(i) Technical Bid

The following documents are to be furnished by the vendor **under Technical Bid** as per the tender document:

- (a) Scanned copy of proof of submission of EMD/Bid Security as per clause 6 of ITB or Eligible MSE bidders should upload document (Udyam Certificate) as per clause 4 of ITB (as/if applicable- Mandatory for availing MSE Benefits), EMD Bid Submission Form.
- (b) All the necessary documents to meet QR as per clause 5 of NIT .
- (c) Declaration regarding applicable GST (Annexure-13)
- (d) Scanned copy of Authority/Power of Attorney to sign the bid.
- (e) Vendor’s Details, Signed and scanned copies of Certificates like Registration certificate (as applicable), PAN No, GST Registration Certificate , EFT Detail etc.
- (f) Any other document asked for in the Bidding Documents

Note: 1. Technical Bid should not contain any price content entry. In case, the Technical Bid is found to contain any price content, such bid shall be liable for rejection.

***Not applicable for Vendors already having APCPL SAP Vendor code with all details uploaded in the system. Such Vendors shall indicate APCPL SAP Vendor Code.**

(ii) PRICE BID

- (g) Schedule of price bid on GeM Portal. Agency shall provide rates in BOQ sheet (Annexure-A).

Please Note:

- (i) Vendor to quote their rate in applicable section on GeM Portal. Price evaluation will be done based on Lumpsum price quoted by Bidder.
- (ii) Rate/ Amount written anywhere else in Bid Document shall not be considered and will be treated as Null and Void.
- (iii) The bidder has to quote Total Contract Price (Inclusive of all taxes & duties, including the applicable GST on Lumpsum Basis on GeM portal).
- (iv) By default, the total quoted value of bidder shall be considered as inclusive of GST @ 18%.
- (v) In case the Quoted GST is different from 18%, Bidder has to mention in the Annexure-13 the rate of GST (%) as applicable seven (7) days prior to last date of Bid Submission; considered to be inclusive in the Total Contract Price on lumpsum basis quoted in GeM portal.
- (vi) Quantity Mentioned "1" in Gem Bid for each item represents Lumpsum-price {i.e. {Quantity x Unit Rate) + Quoted GST) for individual line item.
- (vii) In case of any discrepancy between the Lump Sum quoted price on the portal and uploaded Price breakup by the bidder, the Lump Sum price will prevail. Buyer can ask for the revised breakup from service provider offline.
- (viii) All the bidders will have to upload the PDF of the filled price breakup in the given format while participating in the bid. This shall be a Mandatory upload.
L-1 evaluation will be done on the basis of the Lumpsum price quoted by the bidder and price breakup will not have any impact on the L-1 discovery.
- (ix) The Breakup of BOQ or price Breakup should be uploaded under financial cover only (Financial Document).

Thanking you,

Yours faithfully,
For & on Behalf of APCPL

Kumud Kumari
Sr. Manager (C&M)
Cont. No.01251-266238/336
Email: - kumud.kumari@ntpc.co.in

Special Instructions to bidder

Please note the **QUALIFYING REQUIREMENTS FOR BIDDERS**

1.0 Technical Criteria

a) The Bidder should have successfully executed the work of maintenance of Mobile equipment like Bulldozer / Pay Loader / Hydra / Dumper / Excavator / Skid Steer Loader during last seven (07) years as on the date of techno-Commercial bid opening (specified in Original NIT) having minimum contract value as indicated below: -

- | | | |
|------|---|---------------------|
| i. | One executed order costing not less than | Rs. 35.12 Lakh |
| | OR | |
| ii. | Two executed orders costing not less than | Rs. 21.95 Lakh each |
| | OR | |
| iii. | Three executed orders costing not less than | Rs. 17.56 Lakh each |

2.0 Financial Criteria

2.1 The average annual turnover of the bidder in the three preceding financial years, as on the date of techno-Commercial bid opening (specified in Original NIT) shall not be less than Rs. 43.90 Lakh.

2.2 In case where audited results for the last preceding financial year as on the date of techno-commercial bid opening (specified in Original NIT) are not available, the financial results certified by a practicing chartered accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial years shall be considered for evaluating the financial parameters. Further, a certificate would be required from CEO/CFO as per the format enclosed in the bidding document stating that the financial result of the company are under audit as on the date of Techno-Commercial bid opening and the certificate from the practicing Chartered Accountant certifying financial parameters is not available.

Notes:-

- Word executed means the bidder should have achieved the criteria specified in the QR even if the contract has been started earlier and/or is not completed/closed and the same shall be supported by the documentary evidence.
- In case of orders under execution, the value of work executed prior to the date of Techno-Commercial bid opening duly certified by bidder's client shall be considered acceptable.
- Reference work executed by the bidder as a sub-contractor may also be considered provided the certificate issued by main contractor is duly certified by owner specifying the scope of work executed by the sub-contractor in support of qualifying requirements.
- For arriving at the executed value of work specified above, basic amount only shall be considered. In case contract is inclusive of taxes, bidder should provide the break-up of basic value and taxes.
- Other income will not be considered in evaluation of turnover.

Requirement of PAN, GST Registration, valid PF code registration number, ESIC registration, T&P and equipment necessary for movement and installation of material are to be kept under general conditions of contract.

Intending bidder shall be required to submit/upload (online) the following documents along with their technical bid (as applicable).

- a) EMD in prescribed forms.
- b) QR Evaluation Checklist (To be filled by Bidder)
- c) Audited Annual Report (Balance Sheet and Profit & Loss Account) of last three financial years/any other documents showing Turnover
- d) QR related documents in line with clause no. 31 of ITB (also refer Annexures) and as per the above Qualifying Requirement.
- e) Firm's documents like Memorandum & Articles of association/ Partnership/ Proprietorship Deed/Certificate of Incorporation etc., with latest changes if any.
- f) Income Tax Permanent Account Number (PAN), GST Numbers.
- g) PF registration number, ESIC registration, T&P and equipment Necessary for movement and installation of materials (as applicable).
- h) Any other Documents as detailed in NIT/ITB/Tender Docs

Note: 1. "Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet and P&L Account (Wherever applicable) undertaken/ signed by a Member of Institute of Chartered Accountant of India (ICAI), which Bidders submit in support of compliance to Qualifying Requirements (QR), will carry Unique Document Identification Number (UDIN) generated in line with the Gazette Notification of Council of Institute of Chartered Accountant of India (ICAI)."

2. "All bidders, who are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA)."

3. Clause 31 of ITB, Annexure-A (Undertaking from Independent Statutory Auditor) is applicable ONLY FOR COMPANIES, NOT FOR PROPRIETORSHIP FIRMS & PARTNERSHIP FIRMS.

4. Clause 31 of ITB, Annexure-B (Undertaking from Third Party Inspection Agency) is applicable for PROPRIETORSHIP FIRMS, PARTNERSHIP FIRMS & COMPANIES AS WELL.

5. Submission of Annexure-A OR B (as applicable and as opted by Bidder) is Mandatory except if any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC or Subsidiary / JV companies of NTPC.

- i) The bidder should either be a company Registered under the Companies Act 2013 (or any previous company law) or a partnership / proprietorship firm.
- ii) Not withstanding anything stated above, the owner reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of APCPL Ltd and decision of APCPL in this regard shall be final.
- iii) APCPL reserves the right to accept or reject any or all tenders without assigning any reasons thereof. In such Circumstances, EMD only (if applicable) shall be returned without any additional financial liability to APCPL If the last date of receiving application and date of bid opening coincides with a holiday, the date will be shifted to the next working day.

“Biennial Job Contract for Maintenance of Heavy Earth Moving Machines (HEMM) & Mobile Equipment in CHP” at IGSTPP-Jharli, Jhajjar, Haryana

S. No.	Description of Item	Qty	Amount (Inclusive GST@18%)
1	Biennial Job Contract for Maintenance of Heavy Earth Moving Machines (HEMM) & Mobile Equipment in CHP	1	The bidder has to quote their Amount for the entire package inclusive of GST

1. The Bidder is required to quote their total Contract Price (Inclusive of all taxes & duties) on lump-sum basis on GeM portal in GeM Bid for entire package.
2. The Break-Up of applicable GST is required to be quoted in as per format given in the bidding documents.
3. Bidder has to mandatorily quote/indicate GST (%) as applicable seven (7) days prior to last date of Bid Submission in the enclosed format.
4. NTPC shall issue a SAP Purchase Order consisting of above BOQ items along with quoted rates having ascertained rate reasonability and after approval of C/A.
5. Submission of bid on GeM Portal shall be deemed as bidder’s unconditional acceptance to all the following Attributes (GTE’s)

S. No.	GTE Particulars	Bidders Response
1	Do you accept Fraud Prevention Policy	Accepted
2	Do you accept our Policy for debarment from Business Dealings	Accepted
3	Do You accept Price Variations GTE	Accepted
4	Do You accept Technical Suitability criteria of bid	Accepted
5	Do you accept Validity of bid clause	Accepted
6	Do you certify full compliance of all provisions of Bid Document	Accepted
7	Do you comply of GFR rules of GOI	Accepted

Instruction to Bidder

1.0	Aravali Power Company Pvt. Ltd. a joint venture between NTPC, HPGCL & IPGCL has been formed for development of coal based Indira Gandhi Super Thermal Power Project (IGSTPP) Jharli, Dist.- Jhajjar, Haryana. IGSTPP is located between Gorla, Mohan Bari, Jharli and Khanpur Khurd in Jhajjar Dist. of Haryana. The site is connected to Delhi, Rewari and Hissar by state Highway and is situated at a distance of about 90 KM of Delhi.
2.0	General Information
2.1	The prospective Bidders are invited to submit a “Technical & Commercial Bid”. Methodology for submission of Bid has been detailed hereunder in this document. Throughout these Bidding Documents, the term “Bid” and “Tender” and their derivatives (Bidder/Tenderer, Bidding/Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Employer/APCPL; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in- Charge / Engineer, appearing anywhere in the Bidding Documents shall have the same meaning and are synonymous to each other.
3.0	<u>Instructions for Online Bid Submission:</u>
	The prospective Bidders are invited to submit a “Technical & Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document. Bids are to be submitted through GeM Portal. Vendors must use their GeM Seller ID and Password for participation in the tender. Vendors who do not have GeM Seller ID must register themselves as Seller in GeM Portal by visiting Government e-Marketplace Website - https://gem.gov.in/ . Vendors may also refer to the Seller Help Document for participating in the tender which is uploaded on GeM website.
4.0	Benefits To MSEs (if applicable)
4.1	Micro and Small Enterprises (MSEs) Registered under UDYAM Registration or any other body specified by Ministry of Micro, Small and Medium Enterprises as per MSMED Act 2006 and further notifications issued by MSME ministry, for goods produced and services rendered, shall be issued the bid documents free of cost and shall be exempted from paying Earnest Money Deposit. Participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows: a) Award shall be given to L1 bidder if L1 bidder is a MSE. b) In case L1 bidder is not a MSE, then the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity in order of their ranking (starting with the lowest quoted MSE bidder and so on) to bring down its price to match with L1 bidder. Award shall be placed on the MSE vendor who matches the price quoted by L1 bidder. c) If no MSE vendor who has quoted within range of L1 + 15% accepts the price of L1 bidder then the award shall be made to the L1 bidder. The above benefits are applicable only for (a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contracts. MSEs seeking exemption and benefits should upload an attested/self-certified copy of registration certificate/ Udyam Registration Certificate as applicable, as a part of his bid,

	<p>giving details such as stores/services, validity (if applicable) etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p>Note-1: As per notifications issued by Ministry of Micro, Small and Medium Enterprises, all existing enterprises registered under EM- Part-II or UAM shall register again on the Udyam Registration portal on or after the 1st day of July 2020. The existing enterprises registered prior to 30th June 2020 shall continue to be valid only for a period up to the 30th day of June,2022. An enterprise registered with any other organisation under the Ministry of Micro, Small and Medium Enterprises shall register itself under Udyam Registration.</p> <p>Note 2:-“ Negotiation (if required) shall be carried out with such MSE / Class-I Local Supplier only (falling within the margin of applicable purchase preference), who matches the lowest evaluated bid (L1) price. In case, none of the 'MSE/Class-I local supplier' (falling within the margin of applicable purchase preference) agrees to match the lowest evaluated bid (L1) price as per stipulated methodology, then Negotiation (if required) shall be carried out with the lowest evaluated bidder (L1).</p>
5.0	<p>Corrigendum/ Amendment to Bidding Documents</p>
5.1	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
6.0	<p>Earnest Money Deposit /Bid Security (EMD) (if applicable)</p>
6.1	<p>The Bidder shall furnish, as part of its Bid, a Earnest Money Deposit (EMD) in a sealed envelope in the amount and currency as stipulated in the NIT/Tender Enquiry/Special Purchase Conditions.</p>
6.2	<p>The Earnest Money Deposit (EMD) of the value as indicated in NIT shall be submitted in any one of the following forms:</p> <p>(a) Crossed Demand Draft / Pay Order duly pledged in favor of APCPL/ in favor of APCPL issued from any Nationalized Bank payable at Jharli or Bahadurgarh (Haryana). EMD/Bid Security up to Rs 1,00,000/- (Rupees One Lac only) must be submitted through Demand Draft/Pay Order/Wire Transfer only.</p> <p>(b) An unconditional and irrevocable Bank Guarantee from any Nationalized or Scheduled Bank. The format of Bid Guarantee towards Bid security shall be in accordance with the form of Bid security included in the Bidding Documents. Bank Guarantee can be from any of the banks specified in the bidding documents provided the required EMD amount is more than ₹ 1,00,000/- (Rupees One Lakh only). BG should not be submitted for EMD amount up to Rs 1,00,000/-. EMD/Bid Security up to Rs 1,00,000/- (Rupees One Lac only) must be submitted through Demand Draft/Pay Order/Wire Transfer only.</p> <p>(c) The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents. The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested.</p> <p>(d) The bid security can also be submitted through wire transfer (NEFT/RTGS/EFT). Bank details are as follows:</p> <p><u>Details for remittance of EMD by Indian Bidder :</u></p>

(e) **Account Name:** ARAVALI POWER COMPANY PVT LTD
(f) **Bank Account No:** 0035009800000027
(g) **Location:** BAHADURGARH, HARYANA
(h) **Bank:** PUNJAB NATIONAL BANK
(i) **Branch:** RAILWAY ROAD
(j) **ISFC Code :** PUNB0003500
(k) **MICR Code :** 110024204
(l) **Type of A/c :** CASH CREDIT

Bank charges to be borne by remitter.

While carrying out online transfer, Bidders shall ensure to enter “EMD - Tender No.- Vendor Name” in the Text / Remarks / Reason field. Bidder shall intimate the details of same through email to concerned C&M department along with Payment Receipt and also upload the payment receipt & the details on the GeM Portal in the following format:

Declaration for EMD

Tender No.:
Vendor Name:
UTR Reference:
Amount:
Date of Transfer:
Transferor Bank:

(Signature of Vendor with Seal)

- (m) The EMD shall be forfeited in any of the following circumstances by the Owner without any notice or proof of damage to the Owner, etc.
- (n) If the Bidder withdraws or varies its Bid during the period of Bid validity,
- (o) If the Bidder does not accept the correction of its Bid Price pursuant relevant Clause of the GCC,
- (p) If the Bidder does not withdraw any deviation listed in Statement of Deviations at the cost of withdrawal indicated by him,
- (q) If the Bidder refuses to withdraw, without any cost to the Owner, any deviation not listed in Statement of Deviations but found elsewhere in the Bid, or
- (r) In the case of a successful Bidder, if the Bidder fails within the time limit
- i) To sign the contract Agreement, in accordance with ITB Clause-19
 - ii) To furnish the required Contract Performance Guarantee/Security Deposit in accordance with relevant Clause of GCC.
- (s) If the bidder/his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of NTPC.
- (t) In case the Bidder/Contractor is disqualified from the bidding process in terms of Section 3 and 4 of Integrity Pact.
- (u) On Revocation of tender or on refusal to enter into a contract after award of the work or if the work is not commenced after award of the work.
- **Confirmation of BG through Structured Financial Messaging System (SFMS) / SWIFT**

	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided herein below:</p> <p>Account Name: ARAVALI POWER COMPANY PVT LTD Bank Account No: 0035002100026654 Location: BAHADURGARH, HARYANA Bank: PUNJAB NATIONAL BANK Branch: RAILWAY ROAD ISFC Code : PUNB0003500 MICR Code : 110024204 Type of A/c : CURRENT</p> <p>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</p>
6.3	<p>The EMD (in case submitted by way of DD/BC/BG) in Original shall be submitted in a sealed envelope before the stipulated bid submission closing date and time.</p> <p>In case acceptable EMD is not received till bid opening time then online Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p>
6.4	<p>In case of Single Stage Single Envelope bidding process, the EMD of the unsuccessful Bidders shall be returned immediately after placement of award on the successful bidder.</p>
6.5	<p>The Earnest Money Deposit of the successful Bidder to whom the Purchase Order/Contract is awarded will be returned when the said Bidder has furnished the CPG/Security Deposit, as applicable.</p>
7.0	Period of Validity of Bids (Techno-Commercial Bid)
	<p>Bids shall remain valid for a period of 120 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Purchase Conditions (SPC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. A Bidder may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.</p>
8.0	Nil Deviation : No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents.
9.0	<p>Submission of Bids:</p> <p>Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p>
9.1	<p><u>PHYSICAL BID</u></p> <ul style="list-style-type: none"> EARNEST MONEY DEPOSIT etc (applicable if EMD submitted in offline mode). <p>Unless otherwise specified in the bid documents, following Documents to be submitted in physical form (as brought out at ITB clause 6) in a sealed envelope duly marked as EARNEST MONEY DEPOSIT with Tender Reference number, Title, Tender Id and Date of Opening of Bid addressed to the Employer:</p> <ul style="list-style-type: none"> The Earnest Money Deposit (if applicable) in accordance with NIT & ITB Clause 6 <p>The envelope shall be addressed to the Employer at the address mentioned below and bear</p>

the Tender Reference number, Title, Tender Id, Date of Opening of Bid.

Additional General Manager (C&M),
Aravali Power Company Private Limited,
Indira Gandhi Super Thermal Power Project,
P.O.: Jharli, Distt. Jhajjar
HARYANA – 124141

These documents (as applicable) will be checked along with documents uploaded under Cover-1 (Fee) of online bid as per relevant provisions of tender documents, and price bid of only those bidders whose Cover-1 (Fee) is found in order shall be considered for opening.

- **Bidders are advised to ensure that the above should reach the addressee (Employer) before the last date & Time for submission of Bid as specified in the NIT / Tender.**
- **If the envelope is not sealed and marked as above, the Employer will assume no responsibility for its misplacement.**

APCPL shall not be responsible for any loss or delay in transit of these documents.

10.0 **ON-LINE BID:**

Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.

Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.

10.1 Cover-1 (Fee/PreQual/Technical)

Technical Bid

The following documents are to be furnished by the Contractor **under Cover-1** as per the tender document:

- (a) Scanned copy of Authority/Power of Attorney to sign the bid
- (b) Eligible MSE bidders should upload document as per clause 4 of ITB
- (c) Vendor's Details, EFT Form
- (d) Signed and scanned copies of Certificates like Registration certificate (as applicable), PAN No, GST Registration Certificate etc.
- (e) Any other document asked for in the NIT/Bidding Documents.

Wherever a Bidder (OEM/OES/Manufacturer) intends to forward the enquiry to his dealer/distributor/channel partner to quote in the tender, an Authorization letter from the Bidder (OEM/OES/Manufacturer) is to be submitted to the tender issuing authority before the BOD to enable APCPL to map the dealer to enable the dealer/distributor/channel partner to submit the bid online. However, this provision shall not be applicable for OPEN Tenders.

Note: Cover-1 should not contain any price content entry. In case, the Cover-1 is found to contain any price content, such bid shall be liable for rejection.

10.2 Price Bid

(COVER TYPE – FINANCE)

- (a) **Priced Bill of Quantity (BOQ) (In BOQ sheet or in Price Tab on GeM Portal, as applicable)**

Please Note:

- (i) Vendor to quote their rate in BOQ Sheet only. Price evaluation will be done based on quoted rates in this sheet only.

	(ii) Rate/ Amount written anywhere else in Bid Document shall not be considered and will be treated as Null and Void
11.0	Modification and Withdrawal of Bids
	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in bidder being ineligible for participation in the future tenders issued for a period of 06 months from the date of withdrawal of the bid.</p>
12.0	Opening of Bids
	<p>12.1 In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>12.2 After the evaluation process of Techno-Commercial bid is completed, Employer will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive or does not meet the Qualification Requirements set forth in the bidding documents or who are debarred under Employer's Policy for Debarment from Business Dealings relating to some other tender/contract, shall also be informed in writing that their bid has been rejected and their bid security shall be returned, in accordance with relevant ITB clause .</p>
13.0	<p>13.1 If not indicated separately in the bid , contractor shall be fully liable and responsible for the payment wherever payable of all the taxes. No claim for reimbursement will be entertained on this account.</p> <p>13.2 The bidder is required to quote their rates inclusive of all cost towards labor, cost of men and T&P and sundry expenses etc.</p> <p>13.3 For the purpose of evaluation of the tenders and considering them for award, all the Tenderers shall keep their tenders valid for period of 120 days from the date of opening of the tender. During this period, the tender agrees not to vary, alter or revoke his tender either in whole or in part. If the tenderer, fails to keep his tender valid for 120 days or varies it terms and conditions during the said period, APCPL shall be entitled to forfeit the bid-guarantee amount without any notice or proof of damages etc.</p> <p>13.4 The bids shall be evaluated on the basis of BOQ units, quoted rates, any deviation to our specifications terms and conditions shall be loaded and this evaluated total amount shall be the basis of evaluation.</p> <p>13.5 Tax will be deducted at source, at applicable rates.</p> <p>13.6 The prices quoted shall be inclusive of GST. The rate and nature of GST applicable shall be shown separately.</p>
14.0	APCPL reserve the right to reject any or all the quotations/ tenders without assigning any reason therefor. APCPL reserve the right to split the work in whole or part among two or more bidders as the case may be in the interest of the organization. The bidder will not have any right for enhancement of rates or any other completion or any other compensation due to such split of work.
15.0	<p>The bidders may visit the site and get themselves apprised of the work before quoting.</p> <p>Vitiation clause: Successful Bidder (i.e. The Bidder to whom the work shall be awarded) shall have to agree to offer suitable rebate to maintain the lowest position to avoid the vitiation after completion of the work.</p>

16.0	Environment norms: The successful contractor shall adopt all environmental measures and strictly abide by all rules and regulations of local pollution control board during execution of work.
17.0	Award Criteria
	<p>Subject to relevant ITB clause (Employer's Right to Accept any Bid and to Reject any or all bids) and Employer's Policy for Debarment from Business Dealings, the Employer will award the Contract to the successful Bidder [whose Techno-Commercial bid has been determined to be substantially responsive and the bidder is determined to be qualified to perform the Contract satisfactorily and whose Price Bid is determined to be the lowest evaluated bid after the Reverse Auction Process (if applicable).</p> <p>No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer's Policy for Debarment from Business Dealings.</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his bid will be rejected.</p>
18.0	Award of GeM contract
	<p>Prior to the expiration of the period of bid validity, the Employer will create GeM contract on the successful Bidder on GeM portal. The GeM contract will constitute the formation of the contract and shall be effective from the date of award.</p>
19.0	<p>19.1 The contractor along with their associate/collaborators/sub-vendors/consultants/service Providers shall strictly adhere to the Fraud Prevention Policy of the Employer.</p> <p>19.2 The contractors along with their associate/collaborators/sub-vendors/consultants/service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working their organization to indulge in fraudulent activities during execution of the contract. The contractor shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
20.0	<p>Contract Agreement: The successful bidder shall enter into a formal Agreement with APCPL on a non-judicial stamp paper of Rs.100/within a period of thirty (30) days from the date of issue of Letter of Award.</p> <p>For the purpose of signing the Agreement, successful bidder shall provide APCPL the proper power of attorney issued by the Competent Authority of the Company under the common seal of Company.</p> <p>The Agreement shall be signed in Three (3) originals. The successful bidder shall be provided with one signed original and the rest will be retained by APCPL.</p> <p>Payment against 1st RA bill shall be released only after executing the formal agreement with APCPL on a non judicial stamp paper of Rs 100/-.</p>
21.0	The contractor has to ensure that all their workers have a bank account and payment shall be made through cheque into their bank accounts before the expiry of 7th day of every month.
22.0	The payment shall be released to vendor / contractor through electronic mode only. Vendors / Contractors are advised to submit EFT form duly filled in and certified by bank along with cancelled cheque.
23.0	<p>Abnormally High or Low Rated Items :</p> <p>“If the rates/prices quoted by the successful bidder for certain items of the Bill of Quantities (wherever such rates/prices have been called for in the bids,) are found to be having a variation of +/-25% or above in relation to Employer's estimate of the cost of work to be performed under the contract, then such items of works shall be identified as abnormally high rate (AHR) or abnormally low rate (ALR).</p>

	<p>After evaluation of the rates/prices analysis which includes early cash flow analysis, Employer/APCPL may require the successful bidder to provide a suitable undertaking to execute the items of works including the ALR items and complete the entire work under the contract.</p> <p>Further, the Employer may invite the successful bidder for discussions/tie-ups to safeguard the interest of the Employer/APCPL and ensure that the Bidder executes the ALR items of works and completes the entire work under the contract.</p> <p>However, if it is felt necessary, after evaluation of the rates/prices analysis which includes early cash flow analysis, Employer/APCPL may require that amount of Performance Security be increased at the expense of the recommended bidder by 25% of the value of variation in respect of ALR item, to protect Employer against financial loss in the event of default by the contractor under the contract, to carry out such low rated items of works if award is placed on recommended bidder.</p> <p>The items for which performance security is enhanced shall be identified separately in the contract. Upon execution of such identified items, the enhanced value of Performance security will be reduced every three months on a pro-rata basis.”</p> <p>The additional Performance security shall be furnished by Contractor prior to release of 1st RA Bill/Mobilization advance.</p>
24.0	<p>Ineligibility for participation in future tenders :</p> <p>(i) Notwithstanding the provisions specified in relevant ITB clause, if a bidder after having been issued the Notification of Award, either does not sign the Contract Agreement pursuant to relevant ITB clause or does not submit an acceptable Performance Security pursuant to relevant ITB clause, and which results in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of policy for Debarment from Business Dealings.</p> <p>(ii) If a bidder after opening of tenders where EMD is ‘NIL/Not applicable’ or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders for a period of 6 months from the date of withdrawal of the bid, and also in re-tendering of this particular package.</p> <p>(iii) If a bidder after having been issued the Notification of Award/ Purchase Order of a package where EMD is ‘NIL/Not applicable’ or exempted for bidder as per policy guidelines, either does not sign the Contract Agreement pursuant to relevant ITB clause titled ‘Signing the Contract Agreement’ or does not submit an acceptable Performance Security pursuant to relevant ITB clause titled ‘Performance Security’, and which result in retendering of the package, then such bidder/contractor shall be treated ineligible for participation in re-tendering of this particular package. Further, such bidder/contractor shall also be dealt as per the provisions of the contract and policy for Debarment from Business Dealings.</p>
25.0	<p>Evaluation of Techno-Commercial Bids :</p> <p>Bidder may note that deviations, variations and additional conditions etc. found anywhere in the bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies with all the conditions of Bidding Documents. In case the Bidder refuses to withdraw deviations, implicit or explicit, found anywhere in the bid, without any financial implication whatsoever to the Employer, the bid shall be rejected.</p>
26.0	<p>Performance Security :</p> <p>Performance Security/Security Deposit shall be Five percent (5%) of the Contract Value.</p>
27.0	<p>Annulment of Award :</p> <p>Failure of the successful Bidder to comply with the requirements of ITB Clause titled ‘Signing the Contract Agreement’ or ITB Clause titled ‘Performance Security’ shall constitute sufficient grounds for the annulment of the award.</p>

28.0	<p>ADHERENCE TO FRAUD PREVENTION POLICY The Bidder along with its associate/ collaborators/ sub-contractors/ sub-vendors/ consultants/ service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website http://www.ntpctender.com and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment to Bid Form as per format enclosed with the Bidding Document. If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the bid shall be rejected.</p>
29.	<p>Policy for Debarment from Business Dealings</p> <p>30.1 The Employer has in place a Policy for Debarment from Business dealings displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in. The version of Policy presently followed by NTPC is mentioned in NIT. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for Debarment from Business Dealings.</p> <p>Bidders shall certify their compliance on "Policy for Debarment from Business Dealings " of Employer by accepting the following General Technical Evaluation (GTE) of the Tender at e-Tender Portal.</p> <p>“Do you certify full compliance to all provisions of Bid Doc?”</p> <p>Acceptance of above GTE shall be considered as bidder's confirmation to the following conditions:</p> <p>(1) Bidder has read the contents of Debarment Policy (version mentioned in BDS) displayed on the website www.ntpc.co.in / www.ntpctender.ntpc.co.in and agreed to abide by this policy.</p> <p>a) Bidder has not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Deptt. Of Expenditure, Ministry of Finance.</p> <p>b) Bidder has not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.</p> <p>c) Bidder's Director(s) / Owner(s) / Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or NTPC or NTPC's group companies during the last five years.</p> <p>(2) Bidder further confirms as under:</p> <p>that if at any point subsequent to award of Contract, the declarations given above are found to be incorrect, NTPC / Employer shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security/ Performance Bank Guarantee.</p>
30.0	<p>SUBLETTING: The contractor shall not sublet any portion of contract without the written approval of the Engineer-in-charge. Employment of piece rate workers shall not be deemed as subcontracting.</p>
31.0	<p>QR Supporting Documents :</p> <p>i) The reference plants whose details have been declared as per the specified format in the relevant attachment [QR evaluation checklist] shall only be considered to ascertain the bidder's compliance to the specified Qualifying Requirement (QR). Bidders wishing to provide additional reference plants are required to declare the same in similar format, which shall be additionally attached. However, bidders are not permitted to quote more than 3 times of plants for this purpose.</p> <p>ii) Bidders are required to furnish the details of past experience based on which selection is to be made as per format enclosed in the Bidding documents and enclose relevant</p>

- documents like copies of authentic work order, completion certificate, agreements etc. supporting the details/data provided in the format. No claims without supporting documents shall be accepted in this regard. However, if any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC **or Subsidiary / JV companies of NTPC** in the past then in respect of such Contract(s)/Works Bidder shall not be required to enclose Client Certificate(s) along with its bid.
- iii) The Employer at its discretion may seek any clarification and/or documentary evidence only for the reference plants as mentioned above. However, no change or substitution of the reference plants by new/additional plant for conforming to the specified Qualifying Requirement shall be sought, offered or permitted.
- iv. All bidders, who are required to submit the details of the past experiences, shall submit all the documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA).

Further, wherever information can be drawn from books of accounts, records and other relevant documents, Bidders can also submit a certificate issued by their Independent Statutory Auditor certifying the data required for meeting the Technical Qualification Requirements.

Such bidder shall be required to submit duly certified and verified documents from their Statutory Auditors or specified TPIA in support of meeting Technical QR along with a certificate regarding verification of authenticity of documents as per the format placed at Annexure-A (Undertaking from Statutory Auditor) and/ Annexure-B (Undertaking from TPIA). All the documents submitted by the bidder in support of meeting Technical QR shall be digitally signed by the Statutory Auditor and/ or specified TPIA.

- v. In case documents are certified & verified for authenticity through TPIA, the verification and certification of authenticity of documents is acceptable from any of the following TPIAs:

- 1) Société Générale de Surveillance / SGS India Pvt. Ltd.(SGS)
- 2) Gulf Lloyds Industrial Services (India) Pvt. Ltd (GLISPL)
- 3) International Certification Services (ICS)
- 4) TUV Rheinland (India) Pvt. Ltd.
- 5) TÜV SÜD South Asia Pvt. Ltd.
- 6) TUV India Pvt. Ltd. (TÜV Nord Group)
- 7) Intertek India Pvt. Ltd.
- 8) Moody International (India) Pvt. Ltd.
- 9) RINA India Pvt. Ltd.
- 10) Competent Inspectorate and Consultants LLP

The following website may be referred for contact details of above ten (10) TPIAs:

http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

Any document pertaining to reference works/ plants in support of Technical QR, which is not certified by specified TPIA or Statutory Auditor of the bidder, as per the format enclosed with the bidding documents, shall not be considered verified/certified for the purpose of evaluation, and the bid shall be liable for rejection.

- vi. The Bidder shall be responsible to get their documents/ credentials in support of Qualifying Requirements verified & certified by their Statutory Auditor(s) and/ or specified TPIAs. All the costs pertaining to third party verification and certification (including those by statutory auditors) shall be borne by the Bidder. Employer shall have no liability (financial or otherwise) towards the same and shall not be liable for any claim/ dispute between the bidder and TPIA and/ or Statutory Auditor.

	<p>vii. Attachment seeking Bidder's Technical Qualification Detail are enclosed as Annexure-A & B.</p>
31.1	<p>Declaration on Qualifying Requirements</p> <p>Declaration by the Bidder towards compliance on "Qualifying Requirements" by accepting the condition in the on-line Bid.</p> <p><i>"Do you certify full compliance on Qualifying Requirements "</i></p> <p>Acceptance of above condition shall be considered as bidder's confirmation to the following:</p> <p>(a) The number of reference Plants/Orders quoted by Bidder in Attachment- 3A of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified above.</p> <p>(b) The reference Plants/ Orders/ declared, shall only be considered for evaluation/ establishing compliance to Qualifying Requirement (QR). Any reference Orders declared more than as specified above shall not be considered for evaluation/establishing compliance to Qualifying Requirements.</p> <p>No change or substitution in respect of reference Plants/Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.</p>

Annexure-A

Undertaking from Independent Statutory Auditor
(ONLY FOR COMPANIES, NOT FOR PROPRIETORSHIP FIRMS & PARTNERSHIP FIRMS)

(On letter head digitally signed by a person duly authorized to Sign on behalf of the Statutory Auditor)

Bid Ref. No:

DATE:

To,
APCPL, Jhajjar

Subject: Authentication of veracity of documents submitted by M/s in support of meeting the Qualifying Requirements

Ref : IFB/Tender no.

Name of the Package/ Tender:

Dear Sir,

M/s. (hereinafter called Bidder) having Registered office at..... intend to participate in above referred tender of APCPL.

We, M/s has been appointed as Statutory Auditor for the Bidder i.e. M/s (Relevant documents on our appointment attached)

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Technical Qualifying Requirement duly verified and certified by Statutory Auditor.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and/ or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)
2. Doc ref. no. dated (name of Documents)
3.

All the aforesaid documents have been duly digitally signed by us as a certificate of authenticity.

*Further, we have examined the books of accounts, records, and other relevant documents, along with other necessary information and explanations furnished by M/s. (bidder) and hereby certify following:

.....

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in tender/s.

Thanking you,

.....

* Strike off, whichever is not applicable.

Annexure-B

**Undertaking from Third Party Inspection Agency
(FOR PROPRIETORSHIP FIRMS, PARTNERSHIP FIRMS & COMPANIES AS WELL)**

(on letter head digitally signed by a person duly authorized to Sign on behalf of the TPIA)

Ref.: _____ Date:

To,
APCPL,
Jhajjar

Dear Sir,

Subject: Authentication of veracity of documents submitted by M/s in support of meeting the Qualifying Requirements

Ref : IFB/Tender no.

Name of the Package/ Tender:

M/s. (hereinafter called Bidder) having Registered office at intend to participate in above referred tender of APCPL.

The tender condition stipulates that the bidder shall submit supporting Documents pertaining to Qualifying Requirement duly verified and certified by a specified independent Third Party Inspection Agency as per the list mentioned in the bidding documents.

In this regard, it is hereby confirmed that we have examined the following documents, which are also attached with this letter. The same has been verified from the Original Documents and / or Client for authenticity.

We hereby confirm that the following documents are found to be genuine and authentic.

1. Doc ref. no. dated (name of Documents)
2. Doc ref. no. dated (name of Documents)
3.

All the aforesaid documents has been digitally signed by us as a certificate of authenticity.

We further confirm that we neither have any vested interest in aforesaid tender nor have any conflict of interest in respect of above tender.

This certificate is issued at the request of M/s (Bidder) for the purpose of participating in the subject tender/s.

Thanking you,

.....

* *Strike off, whichever is not applicable.*

Annexure-C

Proforma of Certificate from the CEO/CFO of the company in accordance with financial requirement criteria in cases where audited results for the last financial year as on the date of Techno-commercial bid opening are not available

(To be submitted by Bidder along with the Techno-commercial Bid with QR Documents)

Ref.:

Date:

To

APCPL

Jharli, Jhajjar Haryana-124141

Dear Sir,

- 1.0 I, Mr./Ms..... (*CEO of the company / *CFO of the company), confirm and undertake that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.
- 2.0 Accordingly, the company is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters for the last financial year and the audited results of the three consecutive financial years preceding the last financial year have been considered for meeting the financial parameters in the bid submitted by M/s
..... (Name of Bidder) for the
..... (Name of the package) under NIT reference No.
..... Dated

Yours faithfully,

Signature.....

Name & Designation.....

Name of the Company.....

(Seal of Company).....

APCPL
(A Joint Venture of NTPC, HPGCL & IPGCL)

STANDARD FORMATS
& CHECK LISTS ETC.

ANNEXURES

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Bid Form 1
EMD BID SUBMISSION FORM/Bid Submission Declaration
(To be submitted with EMD/Declaration)

Ref No.
.....

Date

To,
..... **Power Station**
APCPL,
.....

Dear Sirs,

We have read and examined the bid documents in respect of NIT no. relating to
..... Package.

We hereby submit our bid as outlined in your bidding document.

- We hereby confirm our acceptance and compliance to the provisions and terms and conditions contained in the bidding documents. We declare that the work will be executed strictly in accordance with the requirement.
- We hereby confirm that we have read the provisions of bidding documents alongwith its subsequent Amendment(s) / Clarification(s) / Addenda/Errata and further confirm that our Bids (i.e. both Techno-Commercial Bid and Price Bid) are strictly in conformity with the provisions of the Bidding Documents including its Amendments/ Clarifications / Errata / Revisions thereof and we have not taken any deviation to any of the provisions of the aforesaid bidding documents.
- We understand that in case the Products and/or Services offered do not meet the Technical requirements, then our bid shall be rejected as technically non-responsive.

We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions/exception, implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as technically non-responsive.

We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited.

- Further, we agree that the entire work shall be performed as per the Technical Specifications and the provisions of bidding documents.
- We hereby confirm that our Techno-Commercial Bid does not contain any Price content entry.
- Further, we confirm that our Price Bid does not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the price Bid.
- Our proposal shall remain valid for acceptance for a period of 120 days from the date of opening of the 'Technical & Commercial Bid' by APCPL.
- We confirm that the prices quoted by us are firm and shall not be subject to any variation for the entire period of the contract. We confirm that the prices quoted by us in the 'Price Bid' include all taxes, duties and levies payable by us.

INDIRA GANDHI SUPER THERMAL POWER STATION

- We hereby furnish our 'EMD' comprising the following as per prescribed format by way of BG/DD/BC/E-payment receipt no. dated for Rs. issued by
- We hereby enclose the Authority to sign the bid.
- We hereby enclose the EFT form duly filled and certified by Bank along with cancelled cheque.
- Our 'Technical and Commercial Bid' and 'Price Bid' are being submitted as per provisions of the tender documents.

Yours truly,

Date

Signature.....

Place

Name

Designation

Name of Bidder

Seal

CERTIFICATE FOR COMPLIANCE
TO
ALL PROVISIONS OF BIDDING DOCUMENTS
(Certificate of "NIL" Deviation)
Towards
COMPLIANT BID

To
GM (C&M)

INDIRA GANDHI SUPER THERMAL POWER PROJECT
ARAVALI POWER COMPANY PRIVATE LIMITED

P.O. - Jharli, Dist. – Jhajjar

HARYANA 124141

Ref: Tender No. IGSTPP/CS/23-24/CRN-4166

For the Package “Biennial Job Contract for Maintenance of Heavy Earth Moving Machines (HEMM) & Mobile Equipment in CHP” at IGSTPP-Jharli, Jhajjar, Haryana.

1. With reference to our Bid submitted against the above tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) /

Addenda/Errata (if any) issued by the Owner prior to opening of Techno- Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.

2. We further confirm that any deviation, variation or additional conditions etc. or any mention, contrary to Bidding Documents and its Amendment(s)/ Clarification(s) / Addenda/ Errata (if any) as mentioned at 1.0 above found anywhere in our Techno-Commercial Bid and/or Price Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

Authorized Signatory

Name

Designation

Seal.....

FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY

Ref: IGSTPP/CS/23-24/CRN-4166

(Submission of bid on GeM Portal shall be deemed as bidder's unconditional acceptance to all the following Attributes (GTE's))

Name of Contractor:

To,

GM (C&M)
APCPL/IGSTPP
PO: Jharli, Dist.: Jhajjar
(HARYANA)

Dear Sir,

We have read the contents of the fraud prevention policy of NTPC /APCPL displayed on its tender website https://ntptender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf and undertake that we along with our associate/ collaborator/ subcontractors/ sub-vendors/ consultants /service providers shall strictly abide by the provisions of the fraud prevention policy of NTPC/APCPL.

Yours faithfully,

Date: (Signature)

(Printed Name)

Place: (Designation)

Annexure 03

DECLARATION ON POLICY FOR DEBARMENT FROM BUSINESS DEALINGS

Name of Package: **“Biennial Job Contract for Maintenance of Heavy Earth Moving Machines (HEMM) & Mobile Equipment in CHP”** at IGSTPP, Jharli, Jhajjar (Haryana).

INDIRA GANDHI SUPER THERMAL POWER PROJECT

BIDDING DOCUMENT NO. IGSTPP/CS/23-24/CRN-4166

(Submission of bid on GeM Portal shall be deemed as bidder's unconditional acceptance to all the following Attributes (GTE's))

Bidder's Name and Address

To
IGSTPP-APCPL
Jharli

.....
.....
.....

1) We have read the contents of the Policy for debarment from Business Dealings of APCPL / NTPC attached with this Bidding document and agree to abide by this policy. Further, in terms of requirement under Policy for debarment from Business Dealings we hereby declare the following:

a) We have not been Banned / Blacklisted as on date of submission of bid by Ministry of Power or Government of India.

b) We have not employed any public servant dismissed / removed or person convicted for an offence involving corruption or abetment of such offences.

c) Our Director(s) / Owner(s) Proprietor / Partner(s) have not been convicted by any court of law for offences involving corrupt and fraudulent practices including moral turpitude in relation to business dealings with Government of India or APCPL / NTPC or NTPC's group companies during the last five years.

2) We further declare as under:

That if at any point subsequent to award of Contract, the declarations given above are found to be incorrect. APCPL shall have the full right to terminate the Contract and take any action as per applicable laws for breach of contract including forfeiture of Bid Security / Performance Bank Guarantee.

Yours faithfully,

Date : // (Signature)

Place : (Printed Name)

(Designation)

(Common Seal)

VENDORS DETAILS

Note: Bidders are requested to submit this format duly completed in all respect together with tender documents. Bidders should enclose copy of PAN, GST, MSME (Udyam Certificate) etc.]

1. NAME OF THE COMPANY / FIRM -
2. ADDRESS FOR COMMUNICATION
PERMANENT ADDRESS WITH CONTACT
PERSON TEL No & FAX No (IF ANY)]
LOCAL ADDRESS WITH CONTACT
PERSON TEL No & FAX No]
E-MAIL ADDRESS FOR OFFICIAL
COMMUNICATION]
3. TYPE OF COMPANY]
4. NAME OF PARTNERS
(Applicable for partnership firm)]
5. P.F. CODE No. (as/if applicable)]
6. PERMANENT ACCOUNT NO. (PAN) /
GIRNO. (INCOME TAX)]
7. LABOUR LICENSE NO. (as/if applicable)]
8. 'A' CLASS ELECTRICAL LICENCE No.]
(as/if applicable)
9. GST REGISTRATION]
10. MSME / NSIC]

(SIGNATURE)



NAME :
NAME OF THE FIRM
CONTRACTING AGENCY]

PRICE BID UNDERTAKING

(Submission of bid on GeM Portal shall be deemed as bidder's unconditional acceptance to all the following Attributes (GTE's))

From: (Full name and address of the Bidder)_____

To,

Dear Sir/Madam,

1. I submit the Price Bid for “Rate contract for Running Maintenance of Rotary Parts and Pressure Parts” at IGSTPP, Jharli, Jhajjar (Haryana). and related activities as envisaged in the Bid document.
2. I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid, inclusive of all applicable taxes and duties.

Bidder shall not tamper/modify downloaded price bid template in any manner.

In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited, and tenderer is liable to be banned from doing business with APCPL.

Sl. No.	DESCRIPTION
i.	Complete Scope of supply/services as stipulated in the Technical Bid Document on Firm Price basis inclusive of all taxes and levies, direct and indirect expenses, and without any escalation.

1. The rates shall be quoted in Indian Rupee only.
2. The rates will be inclusive of all taxes, fees, levies, etc. and any revision in the statutory taxes, wages, fees, etc will be the responsibility of the Bidder.
3. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
4. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

Authorized

Signatory

(Signature of the Authorized Person)

Annexure 05

DETAILS OF PAN, TIN and SERVICE TAX REGN.

To,

..... **Power Station**

APCPL,

.....

Dear Sir,

The details of our registration in line with the various authorities are as under:

(a) PAN number

Our PAN number is as under:

Permanent Account Number	
---------------------------------	--

Note: Copy of card indicating PAN number duly attested by the bidder under his seal and signature to be submitted.

(b) GST number (if applicable):

Our **GST number** is

GST Number	
-------------------	--

Note : Copy of registration with up to amendment to be enclosed.

(c) Service Tax number (if applicable):

Our **Service Tax** is

Service Tax Number	
---------------------------	--

Note : Copy of registration with up to amendment to be enclosed.

(d) TIN (must for UP registered vendors)

Our TIN number is as under:

TIN	
------------	--

Note: Copy of registration with up to amendment to be enclosed.

(e) Sales Tax Number (if applicable)

Our Sales Tax numbers are as under:

CST number	
VAT/ Local Sales Tax number	

Note: Copy of sales tax registration to be enclosed.

Ref Tender Enquiry: IGSTPP/CS/23-24/CRN-4166

ELECTRONIC FUND TRANSFER FORM (EFT Form)

To,
GM (C&M)
INDIRA GANDHI SUPER THERMAL POWER PROJECT
ARAVALI POWER COMPANY PRIVATE LIMITED
P.O. - Jharli, Dist. – Jhajjar
HARYANA 124141

Dear Sirs,
We hereby authorize the APCPL to make all our payments through Electronic Fund Transfer System. The details for facilitating the payments are given below:

S No	Description	Detail Particulars				
1	Name of the Beneficiary					
2	Address with Pin Code					
3	Telephone with STD Code					
4	e-Mail Address					
5	Permanent Account Number					
6	Bank Particulars (Enclose Copy of a Cancelled Cheque)					
a	Bank Name					
b	Bank Telephone with STD code)					
c	Branch Address With Pin Code					
d	Bank Fax no (with STD code)					
e	Branch Code					
f	MICR Code of the Bank Branch					
g	IFSC Code of the Bank Branch					
h	Bank Account Number					
i	Bank Account Type (Tick One)	SAVIN G	CURREN T	LOA N	CASH CREDI T	OTH ERS

I/We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or credit is not affected at all for reasons of incomplete or incorrect information, I/We would not hold the Owner responsible.

DATE: __ / __ / __

Signature of Authorized Signatory:

Name:

Official Stamp:

BANK CERTIFICATION

It is certified that above mentioned beneficiary holds a bank Account No. _____ with our branch and the Bank particulars mentioned above are correct.

DATE: __ / __ / __

Signature of Authorized Signatory:

Authorization No:

Name:

Official Stamp:

Annexure 07

PROFORMA OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT/ BID SECURITY
(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

Date :

To,

APCPL,

.....
.....
.....
.....

Dear Sirs,

In accordance with your NIT No. dated M/s
..... (***)..... having its registered/Head Office at
..... (hereinafter called the 'Bidder') wish to participate in the said Bid for
..... (name of package).

As an irrevocable Bank Guarantee against Earnest Money Deposit/Bid Security for an amount of
..... (*) valid for days from (***)....., is required to be submitted by
the Bidder as a condition precedent for participation in the said bid, which amount is liable to be
forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the [Name and address of the Bank] having our head office
at (#) guarantee and undertake to pay immediately on demand by APCPL (hereinafter
called 'the Employer') the amount (*) (in figures and words)
without any reservation, protest, demand and recourse. Any such demand made by the said
'Employer' shall be conclusive and binding on us irrespective of any dispute or difference raised by
the Bidder.

This guarantee shall be irrevocable and shall remain valid up to (@) If any
further extension of this guarantee is required, the same shall be extended to such required period (not
exceeding one year) on receiving instructions from M/s
[Bidders name]on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this
..... Day20..... at

Signature.....

Name.....

Designation.....

Bank's Common Seal.....

Power of Attorney No.....

Note:

1. (*) The amount shall be as specified in the NIT/Bidding Documents.
(**) This shall be the date of opening of bids.
(***) Write the name and address of the Bidder.
(#) Complete mailing address of the Head Office of the Bank to be given.
(@) This date shall be forty five days beyond the validity of bid.
2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.
3. The Stamp Paper of appropriate value shall be as per stamp act purchased in the name of the Bidder/Bank issuing the guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.
5. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Bidder's Bank to Employer's Beneficiary Bank details of which are given in SPC must be furnished with the BG.

FORM OF EXTENSION OF BANK GUARANTEE

(On Non-judicial stamp paper of same value on which original BG was executed)

Ref. No.:

Date:

To,
APCPL,

.....
.....
.....
.....

Dear Sirs,

Subject: Extension of Bank Guarantee No. dated for

..... [indicate value of bank guarantee] favouring
yourselves expiring on on account of M/s

(Name of Bidder).....in respect of Contract for (Insert
Package name)....., (hereinafter called original Bank Guarantee)

At the request of M/s we Bank branch office at
and having its Head Office at do hereby extend our liability under the above
mentioned Guarantee No. dated for a further
period of year/months from _____ to expire on
.....

Except as provided above, all other terms and conditions of original Bank Guarantee No.
..... dated shall remain unaltered and binding.

Please treat this as an integral part of the original guarantee to which it would be deemed to have been
attached.

Signature
Name
Designation
Authorised Vide
Power of Attorney No.

Dated

SEAL OF BANK

PROFORMA FOR BANK GUARANTEE FOR CONTRACT PERFORMANCE

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.....

Date :

To,
APCPL,

.....
.....
.....
.....

Dear Sirs,

In consideration of the APCPL (hereinafter referred to as the 'Purchaser' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s with its Registered/Head Office at (hereinafter referred to as the 'Seller' which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators, executors & assigns) a Contract by issue of Purchaser's Purchase Order No. dated and the same having been unequivocally accepted by the seller resulting in a 'Contract' valued at for (scope of work/contract) and the seller having agreed to provide a contract performance guarantee of the faithful performance of the entire contract equivalent to three percent (3%) of the said value of the contract to the purchaser.

We,(Name & Address of Bank)..... having our Head Office at (hereinafter referred to as the 'Bank' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors & assigns), do hereby guarantee and undertake to pay the Purchaser, on demand any and all monies payable by the Seller to the extent of as aforesaid at any time up to (*) without any demur, reservation contest, recourse, or protest and/or without any reference to the Seller. Any such demand made by the Purchaser on the Bank shall be conclusive and binding notwithstanding any difference between the Purchaser and Seller or any dispute pending before any court Tribunal, Arbitrator or any other Authority. The bank undertakes not to revoke this guarantee during its currency without previous consent of the purchaser and further agrees that this guarantee herein contained shall continue to be enforceable till the purchaser discharges this guarantee.

The Purchaser shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of Contract by the Seller. The Purchaser shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Seller, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the contract between the Purchaser and the Seller or any other course of remedy or security available to the Purchaser. The Bank shall not be released of its obligations under these presents by any exercise by the Purchaser of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the purchaser or any other indulgence shown by the Purchaser or by any

other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the purchaser at its option shall be entitled to enforce this guarantee against the bank as a principal debtor, in the first instance without proceeding against the seller and notwithstanding any security or other guarantee that the purchaser may have in relation to the seller's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to and it shall remain in force up to and including (*)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s on whose behalf this guarantee has been given.

Dated this day of 20..... at
.....

WITNESS

1) SIGNATURE

SIGNATURE

.....

NAME

NAME

OFFICIAL ADDRESS

DESIGNATION

.....

BANK'S COMMON SEAL

2) SIGNATURE

ATTORNEY AS PER POWER OF

ATTORNEY

NAME

NO.....

OFFICIAL ADDRESS

DATE

NOTE :

1. (*) The Date will be Three Months beyond the expiry of the contract period + defect liability period as specified in the order.
2. The Bank Guarantee shall be from a bank as per provisions of bidding documents.
3. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in the Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this check List and enclose the same alongwith the Bank Guarantee.
4. The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing bank or the party on whose behalf the BG is being issued. The Bank Guarantee shall be issued on non-judicial Stamp paper of appropriate value as per Stamp act prevailing in the States where the BG is to be submitted or is to be acted upon or the rate prevailing in the state where the BG is executed, whichever is higher.
5. The details of secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) sent by Supplier's Bank to Employer's Beneficiary Bank details of which are given in SPC must be furnished with the BG.

Annexure-10

BANK GUARANTEE VERIFICATION CHECK LIST

(To be submitted with EMD and CPG)

1. **Bank Guarantee No. & Date** :
2. **Name of Issuing Bank** :
3. **Amount of BG** :
4. **Nature of BG & No. of Pages** :
5. **Validity of BG** :
6. **Vendor Reference** :
Name
.....
Address
.....
Telephone
.....
Fax
.....
Email
.....
7. **Bank Reference**
Name
.....
Address
.....
Telephone
.....
Fax
.....
Email
.....

Sl. No.	Details of Checks	Yes/No
1.	Is the BG on Non-judicial stamp paper of appropriate value, as per Stamp Act?	
2.	Whether date, purpose of purchase of stamp paper and name of the purchaser indicated on the back of stamp paper under the Signature of Stamp Vendor? (The date of purchase of stamp paper should be of any date on or before the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued. The Stamp Papers (other than e-stamp paper) should be duly signed by the stamp vendor).	
3.	In case the BGs from abroad, has the BG been executed on Letter Head of the Bank?	
4.	Has the executing officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc., on the BG?	
5.	Is each page of BG duly signed / initialed by executant and whether stamp of Bank is affixed thereon?	
6.	Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma?	
7.	Does the Bank Guarantee compare verbatim with the Proforma prescribed in the Bidding Documents?	
8.	Are the factual details such as NIT no. / Tender Enquiry no. / Bidding Documents No. / Specification No., Amount of BG, validity of BG correctly mentioned in the BG?	
9.	Whether overwriting / cutting, if any on the BG have been properly authenticated under signature & seal of executants?	
10.	Whether BG has been issued by a Bank in line with the provisions of Bidding Documents?	
11.	In case BG has been issued by a Bank other than those specified in Bidding Document, is the BG confirmed by a Bank in India acceptable as per Bidding Document?	

Signature of Bidder.....

Name

Designation

Seal

Annexure-11

**LIST OF BANKS WHOSE BANK GUARANTEE IS ACCEPTABLE FOR EARNEST MONEY
DEPOSIT/BID SECURITY/CONTRACT PERFORMANCE GUARANTEE**

Updated scheduled commercial bank list as on 4.11.2016

A SBI AND ASSOCIATES

1. State Bank of India
2. State Bank of Bikaner & Jaipur
3. State Bank of Hyderabad
4. State Bank of Mysore
5. State Bank of Patiala
6. State Bank of Travancore

B NATIONALISED BANKS

1. Allahabad Bank
2. Andhra Bank
3. Bank of India
4. Bank of Maharashtra
5. Canara Bank
6. Central Bank of India
7. Corporation Bank
8. Dena Bank
9. Indian Bank
10. Indian Overseas Bank
11. Oriental Bank of Commerce
12. Punjab National Bank
13. Punjab & Sind Bank
14. Syndicate Bank
15. Union Bank of India
16. United Bank of India
17. UCO Bank
18. Vijaya Bank
19. Bank of Baroda
20. Bhartiya Mahila Bank

C SCHEDULED PRIVATE BANKS (INDIAN BANKS)

1. Catholic Syrian Bank
2. City Union Bank
3. Dhanlaxmi Bank Ltd.
4. Federal Bank Ltd
5. Jammu & Kashmir Bank Ltd
6. Karnataka Bank Ltd
7. Karur Vysya Bank Ltd
8. Lakshmi Vilas Bank Ltd
9. Nainital Bank Ltd
10. Kotak Mahindra Bank
11. RBL Bank Limited
12. South Indian Bank Ltd

13. Tamilnad Mercantile Bank Ltd
14. ING Vysya Bank Ltd
15. Axis Bank Ltd.
16. IndusInd Bank Ltd
17. ICICI Bank
18. HDFC Bank Ltd.
19. DCB Bank Ltd
20. Yes Bank Ltd
21. IDFC Bank Limited
22. Bandhan Bank Limited

D SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

1. Abu Dhabi Commercial Bank Ltd
2. Bank of America NA
3. Bank of Bahrain & Kuwait B.S.C.
4. Mashreq Bank p.s.c.
5. Bank of Nova Scotia
6. Crédit Agricole Corporate and Investment Bank
7. BNP Paribas
8. Barclays Bank
9. Citi Bank N.A.
10. Deutsche Bank A.G.
11. The HongKong Shangai Banking Corporation Ltd
12. Societe Generale
13. Sonali Bank Ltd.
14. Standard Chartered Bank
15. J.P. Morgan Chase Bank, National Association
16. State Bank of Mauritius Ltd.
17. DBS Bank Ltd.
18. Bank of Ceylon
19. PT Bank Maybank Indonesia TBK
20. A B Bank
21. Shinhan Bank.
22. CTBC Bank Co. Ltd.
23. Mizuho Bank Ltd
24. Krung Thai Bank Public Company Ltd.
25. KBC Bank N.V.
26. The Bank of Tokyo-Mitsubishi UFJ Limited.
27. Austalia & Newzealand Banking Group Limited
28. Sumitomo Mitsui Banking Corporation
29. American Express Banking Corporation
30. CommonWealth Bank of Australia
31. Credit Suisse A.G.
32. FirstRand Bank Ltd.
33. Industrial & Commercial Bank of China Ltd.
34. JSC VTB Bank
35. National Australia Bank
36. Cooperatieve Centrale Raiffeisen-Boerenleenbank B.A
37. Sberbank
38. United Overseas Bank Ltd.
39. Westpac Banking Corporation
40. Woori Bank

41. The Royal Bank of Scotland N.V.
42. Doha Bank Qsc
43. Industrial Bank of Korea
44. KEB Hana Bank
45. National Bank of Abu Dhabi PJSC

E OTHER PUBLIC SECTOR BANKS

1. IDBI Bank Ltd.

Annexure-12

PROFORMA OF "CONTRACT AGREEMENT"

(To be executed on proper non-judicial stamp paper of Rs. 100/- by Successful Bidder)

This Contract Agreement made on this..... Day of..... Two thousand Ten and between Aravali Power Company Private Limited Ltd., a company incorporated under the Companies Act, 1956, having its registered Office at NTPC Bhawan, Core 7, SCOPE Complex, 7, Institutional Area, Lodi Road, New Delhi - 110 003 (hereinafter referred to as "Owner" or "APCPL" which expression shall include its administrators, successors, executors and assigns) on the one part:

And

M/s.....A company incorporated under the Companies Act 1913 / 1956 /2013 having its registered office at.*
OR

M/s (Partnership Firm) registered under the Indian Partnership Act 1932 having its Head Office at and consisting of Partners namely.*
OR

M/s. a proprietary concern having its Principal place of Business at (address) And owned and controlled by its sole Proprietor namely (Hereinafter referred to as the "Contractor" which expression shall include its administrators, successors, executors and permitted assigns) of the other part.*

WHEREAS APCPL is setting up its Indira Gandhi Super Thermal Power Project at Jharli, District Jhajjar with an ultimate capacity of 1500MW. (Hereinafter called the "Project") has invited bids for (Briefly describe scope of work as per PO) for the First Stage of the Project with the capacity of 3 x 500 MW as per its Bid Specification No..... (Package No.)

AND WHEREAS the Contractor had participated in the above referred bidding vide their proposal No. dt..... including its amendments, if any and APCPL after examining the said proposal accepted their aforesaid proposal and awarded the Contract to the Contractor on terms and conditions more specifically contained in its Purchase Order No..... Dt..... And the documents referred to therein, which have been unequivocally accepted by the Contractor resulting into a concluding "Contract", hereinafter called the "Contract".

NOW THEREFORE THIS DEED WITNESSETH AS UNDER: -

1.0 AWARD OF CONTRACT

1.1 The Owner has already awarded the CONTRACT to the Contractor for the work of (Name of Work) on the terms and conditions contained in its Purchase Order No..... dated..... the documents referred to therein and under these presents. The contract has taken effect from i.e. the date of issue of the aforesaid Purchase Order. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract" referred to in the succeeding Article.

2.0 CONTRACT

The Contract shall be performed strictly as per the terms and conditions stipulated herein, in the Contract Documents and in the Purchase Order (hereinafter collectively referred to as "Contract")

2.1 Contract Documents Shall Mean :-

- A. APCPL's Notice Inviting Tender No.....datedand Tender documents in respect of specification No.issued vide letter No. dated consists of:-
- a)
 - b)
 - c)
 - d)
 - e)
 - f)
 - g)
- B. Contractor's Proposal No.dated.....including its amendments if any received and opened on.....
- C. Agreed Commercial Terms in the meeting held onbetween APCPL and the Contractor

2.2 Purchase Order:

The Purchase Order shall mean the Owners letter no..... dtd together with its amendments if any.

All the aforesaid Contract Documents and Purchase Order above shall form an integral part of this Contract Agreement, in so far as the same or any part thereof is not in conflict with the Documents in Para 2.1 and 2.2 above and what has been specifically agreed to by the Owner and brought out in its Purchase Order and subsequent amendment if any. Any matter in the Contractor's proposal referred to in sub-clause B of Para 2.1 above inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its "Proposal" but not agreed to specifically by the owner in its Purchase Order shall not be given effect to and shall be deemed to have been withdrawn by the Contractor without any cost implication to APCPL. For the sake of brevity, this Contract Agreement along with its aforesaid Contract Documents and the Purchase Order shall be referred to as the "Contract".

3.0 CONDITIONS & COVENANTS

- 3.1 The scope of work under the Contract shall include
- 3.2 The scope of work under the Contract as specified above, consideration, terms of payment, loans and advances, price variation, security deposit, taxes wherever applicable, insurance, agreed time schedule, compensation for delay and all other terms and conditions are contained in the Contract and the Contract shall be duly performed by the Contractor strictly and faithfully in accordance with the terms of this Contract.
- 3.3 The scope of works shall also include all such items which are not specifically mentioned in the Contract, but which are necessary for the satisfactory completion of the entire scope of works envisaged under this contract unless otherwise specifically excluded from the scope in the Contract.

- 3.4 The progress of work shall conform to the agreed work schedule.
- 3.5 This Contract Agreement constitutes full and complete understanding between the parties and terms of these presents. It shall supersede all prior correspondence to the extent of inconsistency or repugnancy to the terms and conditions contained in the Contract Agreement. Any modification of the Contract Agreement shall be effected only by written instruments signed by the authorized representatives of both the parties.
- 3.6 Time is the essence of the Contract and it shall be strictly adhered to.
- 3.7 It is expressly understood and agreed to by the contractor that any breach of the contract or occurrence shall give the owner a right at owner's sole discretion to terminate the contract and / or get the work done under the contract from an alternative source at contractors risk ,cost, and responsibility without any right to the contractors for any compensation what so ever
- 3.8 The contract guarantee in the event of deficiencies found in the requisite quality , performance etc, the owner may at it's option reject the investigation made by the contractor or alternatively accept the same on such term and condition as deemed fit subject to levy of the liquidated damages so leviabale shall be accordance with the contract documents and without any limitation .
- 3.9 It is expressly agreed by the contractor that the Contract Performance Security(CPS) / Contract Performance Guarantee (CPG) shall in no way be construed to limit or restrict the owners to recover the damages / compensation due to short fall in the contractors performance . The amount of damages / compensation shall be recoverable either by way of deduction from the contract price , invocation of CPS/CPG or otherwise .

The CPS/CPG furnished by the contractor is irrevocable and unconditional and the owner shall have the powers to invoke it notwithstanding any dispute or difference between the owner and the contractor pending before any court , tribunal or other authority .

- 4.0 The total contract price for the entire scope of this contract as detailed in relevant Clause of PO is Rs..... (In words Rupees)
- 5.0 The Terms of Payment is governed by relevant Clause of PO as per certification of Engineer-in-charge.

6.0 NO WAIVER OF RIGHTS :

- 6.1 Neither the inspection by the Owner or the Engineer-in-Charge or any of the officials, employees or agents nor any order by the Owner or the Engineer-in-Charge for payment of money or any payment for or acceptance of, the whole or any part of the works by the Owner or the Engineer-in-Charge nor any extension of time nor any possession taken by the Engineer-in-Charge shall operate as Waiver of any provisions of the contract, or of any power herein reserved to the Owner, or any right to damages herein provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other or subsequent breach.

7.0 SETTLEMENT OF DISPUTES:

- 7.1 It is specifically agreed by and between the parties that all the differences or disputes arising out of the Contract or touching the subject matter of the Contract shall be decided by process of Settlement & Arbitration as specified in relevant Clause of the General Conditions of the Contract as amended and the provisions of the Arbitration Act shall apply and Jhajjar Courts alone shall have exclusive jurisdiction in all matters arising under this Contract. The arbitrator shall give reasoned / speaking award.

7.2 Governing Laws

The laws applicable to this contract shall be the laws in force in India.

7.3 Notice of Default

Notice of default given by either party to the other party under the Contract shall be in writing and shall be deemed to have been duly and properly served upon the parties hereto if delivered against acknowledgement or by telex or by registered mail with acknowledgement due addressed to the signatories at the addresses mentioned herein above.

8.0 LEGAL COMPLIANCE:

- 8.1 The contractor shall obey and comply with all applicable laws while performing this contract and also pay wages, compensation and contributions in respect of its employees and its sub contractor employees if any under the Payment of Wages Act and Provident Fund rules including any amendment there of from time to time and if under any laws, the owner is liable to pay , the contractor shall irrevocably undertake to reimburse the same to the Owner, by way of adjustment, set off from the contractor's bills or other wise , in accordance with the terms and condition contained in contract Document.
- 9.0 The contractor agreed to pay the owner, the sum or sums as may be due to the owner for the services, materials and equipments, if any, provided by the Owner to the Contractor and such other sum or sums as may becomes payable to the Owner as per the terms and conditions of the contract, express or implied and such payment shall be made by the contractor to owner by way of adjustment, set-off from the bill or otherwise.
- 10.0 Notwithstanding the identification of the entire work under the "-----" for Indira Gandhi Super Thermal Power Project " the Contractor shall be solely responsible for the successfully completion of the entire work and performance as per Contract Documents referred to in paragraph 2.1 above and accordingly the overall responsibility for the successful completion of "-----"-----Indira Gandhi Super Thermal Power Project " rests with the Contractor.*

IN WITNESS WHEREOF, the parties through their duly authorised representatives have executed these presents (execution there-of has been approved by the competent authorities of both the parties) on day of (month)(year) mentioned herein before.

FOR AND ON BEHALF OF (Bidder)

WITNESS
1 Signature
Name
Designation

(Signature)
(Designation)
(Organization's Stamp)

FOR AND ON BEHALF OF M/s APCPL
(Authorized Signatory)

WITNESS
2 Signature
Name
Designation

(Signature)
(Designation)
(Company's Stamp)

BID DOCUMENT NO.

Name of Package:.....

DECLARATION REGARDING APPLICABLE GST

(To be submitted with Techno Commercial Bid)

Bidder's Name and Address:

To

APCPL

.....
.....
.....

Declaration regarding GST

We hereby declare and confirm that we have considered the Following GST Rates while quoting the Price on GeM portal:

Sl. No.	Item Description	Rate of GST considered included in the quoted price/amount
1.		

The above-mentioned GST is included in the quoted price in the tender

Date :

Name of Authorised Person

Place :

Designation



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/4826915
Dated/दिनांक : 11-04-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	02-05-2024 12:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	02-05-2024 12:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Contracts And Materials
Organisation Name/संगठन का नाम	Aravali Power Company Private Limited
Office Name/कार्यालय का नाम	Apcpl
Item Category/मद केटेगरी	Custom Bid for Services - Biennial Job Contract for Maintenance of Heavy Earth Moving Machines HEMM Mobile Equipment in CHP at IGSTPPJharli Jhajjar Haryana
Contract Period/अनुबंध अवधि	2 Year(s)
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	8779445
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

Bid Details/बिड विवरण

Financial Document Indicating Price Breakup Required/मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है	Yes
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EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
EMD Amount/ईएमडी राशि	100000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

Beneficiary/लाभार्थी :

APCPL
APCPL, Contracts and Materials, ARAVALI POWER COMPANY PRIVATE LIMITED, Ministry of Power
(Apapl)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.
[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.
 2. 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.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Instruction To Bidder:[1711797173.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1711797179.pdf](#)

Scope of Work:[1711798359.pdf](#)

Special Terms and Conditions (STC) of the Contract:[1711798365.pdf](#)

Payment Terms:[1711798440.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1711798449.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1711798465.pdf](#)

GEM Availability Report (GAR):[1711798475.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1711798486.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1711798495.pdf](#)

Buyers are requested to upload the format for price breakup of the lumpsum offering to be provided by the service provider (Please provide the format if financial upload required is selected as "Yes" while creating Bid):[1711798515.pdf](#)

Service Level Agreement (SLA):[1711798845.pdf](#)

Custom Bid For Services - Biennial Job Contract For Maintenance Of Heavy Earth Moving Machines HEMM Mobile Equipment In CHP At IGSTPPJharli Jhajjar Haryana (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Biennial Job Contract for Maintenance of Heavy Earth Moving Machines HEMM Mobile Equipment in CHP at IGSTPPJharli Jhajjar Haryana
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Sanjiv Kasumra	124106,INDIRA GANDHI SUPER THERMAL POWER PROJECT - APCPL, JHARLI DISTRICT - JHAJJAR , HARYANA	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Please note the **QUALIFYING REQUIREMENTS FOR BIDDERS**

1.0 Technical Criteria

- a) The Bidder should have successfully executed the work of maintenance of Mobile equipment like Bulldozer / Pay Loader / Hydra / Dumper / Excavator / Skid Steer Loader during last seven (07) years as on the date of techno-Commercial bid opening (specified in Original NIT) having minimum contract value as indicated below: -

- | | | |
|------|---|---------------------|
| i. | One executed order costing not less than | Rs. 35.12 Lakh |
| | OR | |
| ii. | Two executed orders costing not less than | Rs. 21.95 Lakh each |
| | OR | |
| iii. | Three executed orders costing not less than | Rs. 17.56 Lakh each |

2.0 Financial Criteria

2.1 The average annual turnover of the bidder in the three preceding financial years, as on the date of techno-Commercial bid opening (specified in Original NIT) shall not be less than Rs. 43.90 Lakh.

2.2 In case where audited results for the last preceding financial year as on the date of techno-commercial bid opening (specified in Original NIT) are not available, the financial results certified by a practicing chartered accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial years shall be considered for evaluating the financial parameters. Further, a certificate would be required from CEO/CFO as per the format enclosed in the bidding document stating that the financial result of the company are under audit as on the date of Techno-Commercial bid opening and the certificate from the practicing Chartered Accountant certifying financial parameters is not available.

Notes:-

- a) Word executed means the bidder should have achieved the criteria specified in the QR even if the contract has been started earlier and/or is not completed/closed and the same shall be supported by the documentary evidence.
- b) In case of orders under execution, the value of work executed prior to the date of Techno-Commercial bid opening duly certified by bidder's client shall be considered acceptable.
- c) Reference work executed by the bidder as a sub-contractor may also be considered provided the certificate issued by main contractor is duly certified by owner specifying the scope of work executed by the sub-contractor in support of qualifying requirements.
- d) For arriving at the executed value of work specified above, basic amount only shall be considered. In case contract is inclusive of taxes, bidder should provide the break-up of basic value and taxes.
- e) Other income will not be considered in evaluation of turnover.

Requirement of PAN, GST Registration, valid PF code registration number, ESIC registration, T&P and equipment necessary for movement and installation of material are to be kept under general conditions of contract.

Intending bidder shall be required to submit/upload (online) the following documents along with their technical bid (as applicable).

- a) EMD in prescribed forms.
- b) QR Evaluation Checklist (To be filled by Bidder)
- c) Audited Annual Report (Balance Sheet and Profit & Loss Account) of last three financial years/any other documents showing Turnover
- d) QR related documents in line with clause no. 31 of ITB (also refer Annexures) and as per the above Qualifying Requirement.
- e) Firm's documents like Memorandum & Articles of association/ Partnership/ Proprietorship Deed/Certificate of Incorporation etc., with latest changes if any.
- f) Income Tax Permanent Account Number (PAN), GST Numbers.
- g) PF registration number, ESIC registration, T&P and equipment Necessary for movement and installation of materials (as applicable).
- h) Any other Documents as detailed in NIT/ITB/Tender Docs

Note: 1. "Any Certificate(s) / Financial Statement(s) / Audited Balance Sheet and P&L Account (Wherever applicable) undertaken/ signed by a Member of Institute of Chartered Accountant of India (ICAI), which Bidders submit in support of compliance to Qualifying Requirements (QR), will carry Unique Document Identification Number (UDIN) generated in line with the Gazette Notification of Council of Institute of Chartered Accountant of India (ICAI)."

2. "All bidders, who are required to submit the details of the past experiences, shall submit all th

e documents, in support of Technical Qualification Requirements (such as copy of Purchase Orders/ Work Orders/ Contract Agreements/ Client Certificates etc.), duly certified and verified for authenticity from Independent Statutory Auditor of their Company or specified Third-Party Inspection Agency (TPIA)."

3. Clause 31 of ITB, Annexure-A (Undertaking from Independent Statutory Auditor) is applicable ONLY FOR COMPANIES, NOT FOR PROPRIETORSHIP FIRMS & PARTNERSHIP FIRMS.

4. Clause 31 of ITB, Annexure-B (Undertaking from Third Party Inspection Agency) is applicable for PROPRIETORSHIP FIRMS, PARTNERSHIP FIRMS & COMPANIES AS WELL.

5. Submission of Annexure-A OR B (as applicable and as opted by Bidder) is Mandatory except if any of the reference work pertains to the Contract(s)/Works executed by Bidder for NTPC or Subsidiary / JV companies of NTPC.

- i) The bidder should either be a company Registered under the Companies Act 2013 (or any previous company law) or a partnership / proprietorship firm.
- ii) Notwithstanding anything stated above, the owner reserves the right to assess the bidder's capability and capacity to perform the contract, should the circumstances warrant such assessment in the overall interest of APCPL Ltd and decision of APCPL in this regard shall be final.
- iii) APCPL reserves the right to accept or reject any or all tenders without assigning any reasons thereof. In such Circumstances, EMD only (if applicable) shall be returned without any additional financial liability to APCPL. If the last date of receiving an application and date of bid opening coincides with a holiday, the date will be shifted to the next working day.

3. Buyer Added Bid Specific ATC

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

Disclaimer/अस्वीकरण

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

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

12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

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

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions 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/सामान्य नियम और शर्तें 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./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---