

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	17-06-2024 11:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	17-06-2024 11:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	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
Total Quantity/कुल मात्रा	276
Item Category/मद केटेगरी	M9494509014 BCH LIMIT SWITCH NLL2 , M9494509016 BCH LIMIT SWITCH 1NO+ 1NC, TYPE: LL1-150S-M , M9446201893 LIMIT SWITCH BCH MAKE TYPE: LTPR , M9494509013 BCH LIMIT SW TYPE: NLL1, 1NO+ 1NC
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	Additional Doc 1 (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	M9494509013 BCH LIMIT SW TYPE: NLL1, 1NO+ 1NC
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/

Bid Details/बिड विवरण**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता

No

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता

No

Splitting/विभाजन

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

Reserved for Make In India products

Reserved for Make In India products

Yes

MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता

Yes

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are

advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	M9494509014 Bch Limit Switch Nll2	15
Schedule 2	M9494509016 Bch Limit Switch 1no+ 1nc, Type: Ll1-150s-m	8
Schedule 3	M9446201893 Limit Switch Bch Make Type: Ltpr	5
Schedule 4	M9494509013 Bch Limit Sw Type: Nll1, 1no+ 1nc	248

M9494509014 BCH LIMIT SWITCH NLL2 (15 the number pi)

(Minimum 100% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anil Kumar Meena	124106,INDIRA GANDHI SUPER THERMAL POWER PROJECT - APCPL, JHARLI DISTRICT - JHAJJAR , HARYANA	15	90

M9494509016 BCH LIMIT SWITCH 1NO+ 1NC, TYPE: LL1-150S-M (8 the number pi)

(Minimum 100% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anil Kumar Meena	124106,INDIRA GANDHI SUPER THERMAL POWER PROJECT - APCPL, JHARLI DISTRICT - JHAJJAR , HARYANA	8	90

M9446201893 LIMIT SWITCH BCH MAKE TYPE: LTPR (5 the number pi)**(Minimum 100% Local Content required for qualifying as Class 1 Local Supplier)****Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anil Kumar Meena	124106,INDIRA GANDHI SUPER THERMAL POWER PROJECT - APCPL, JHARLI DISTRICT - JHAJJAR , HARYANA	5	90

M9494509013 BCH LIMIT SW TYPE: NLL1, 1NO+ 1NC (248 the number pi)**(Minimum 100% Local Content required for qualifying as Class 1 Local Supplier)****Technical Specifications/तकनीकी विशिष्टियाँ**

Buyer Specification
Document/क्रेता विशिष्टि दस्तावेज़

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Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anil Kumar Meena	124106,INDIRA GANDHI SUPER THERMAL POWER PROJECT - APCPL, JHARLI DISTRICT - JHAJJAR , HARYANA	248	90

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

2. Generic

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

010 M9494509013

**ROLLER LEVER TYPE LIMIT SWITCH FOR PNEUMATIC ACTUATOR
TYPE N L1 MAKE BHARTIA CUTLER HAMMER WITH 1 NO 1 NC CONTACT IP67 PROT**

SECTION

Note: Only BCH or their authorized distributors shall participate in bid. The bidder must submit authorization certificate along with the bid documents.

020 M9494509014

**ROLLER LEVER TYPE LIMIT SWITCH FOR PNEUMATIC ACTUATOR TYPE N
L2 MAKE BHARTIA CUTLER HAMMER WITH 1 NO 1 NC CONTACT IP67 PROTECTION**

Note: Only BCH or their authorized distributors shall participate in bid. The bidder must submit authorization certificate along with the bid documents.

030 M9494509016

BCH MAKE LIMIT SWITCH 1 NO 1 NC THERMAL CURRENT 10A ZINC DIE CAST ENCLOSURE STRAIGHT CONNECTOR ROLLER LEVER COMPLETELY OIL TIGHT DUST PROOF AMBIENT TEMP 125 DEGREE TYPE LL1150SM

Note: Only BCH or their authorized distributors shall participate in bid. The bidder must submit authorization certificate along with the bid documents.

040 M9446201893

OIL TIGHT LIMIT SWITCH-SNAP ACTION TYPE-L; MAKE: BHARTIA CUTLER

HAMMER; CAT NO: LTPR; 1 NO + 1 NC

Note: Only BCH or their authorized distributors shall participate in bid. The bidder must submit authorization certificate along with the bid documents.

1. As per CQA circular items in the PR are Non PDI.
2. Inspection to be done by the indenter at APCPL stores.
3. Material shall be Guaranteed for a period of 18 months from date of supply/12 months from date of use whichever is earlier against manufacturing defects/poor workmanship etc.
4. Fitment/Interchangeability certificate to be submitted along with supply.
5. Mention applicable GST rate and HSN code.
6. MLC: - 100%

7. Evaluation criteria: - Item wise

Mandatory to fill

Name of Package..... FOR

**Indira Gandhi Super Thermal Power Project
Bidding Document no.CS.....**

.....

(DECLARATION ON POLICY OF DEBARMENT FROM BUSINESS DEALINGS)

**Bidder's Name and Address
To IGSTPP-APCPL**

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

Link for Policy of Debarment:

<https://www.apcpl.co.in/docs/pdf/tender/Policy-For-debarment-from-Business-dealings.pdf>

1. We have read the contents of the Policy of Debarment from Business Deals of APCPL / NTPC available on above link agree to abide by this policy. Further, in terms of requirement under Debarment policy we hereby declare the following:
 - a. We have not been Debarred/ 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 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 / NTPC Limited 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).....

.....

(Declaration on Local Content and GFR Rules)

Dear Sirs,

We have read the provisions of “Preference to Make in India and granting of purchase preference to local suppliers” and the provisions under Rule 144(xi) of the GFR and its subsequent clarifications/ amendments. In terms of the requirement of the aforesaid provisions, we hereby declare the following:

- *We confirm that we fulfill the requirements of Local content for Class-I local supplier.*

The details of the location(s) at which the local value addition are as under:

Sl. No.	Description of Goods & Services	Details of the location(s) at which the local value addition is made

§ *We confirm that we fulfill the requirements of Local content for Class-I local supplier for Item(s) mentioned, as applicable. We further confirm that in case such item(s) are bought-out for us, we shall source the same from Class-I local supplier only.*

§ *We agree to comply with the provisions under Rule 144(xi) of the GFR and its subsequent clarifications/ amendments.*

##We further confirm that we are presently not debarred / banned by any other procuring entity for violation of ‘Public Procurement (Preference to Make in India), Order 2017’ (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department for Promotion of Industry and Internal trade (DPIIT).”

##In case a Bidder has been banned/debarred by any other procuring entity for violation of ‘Public Procurement (Preference to Make In India), Order 2017’ (PPP- MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP), the same may be declared by Bidder by striking off para above and declaring the details of banning using additional sheets.

Bidder may also enclose additional sheets in similar format (if required), for providing details pertaining to local value addition. 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,

Dear Sir,

GEM BID Ref.....

With reference to our Bid submitted against the 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 Employer 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.

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/variations/exception implicit or explicit, found anywhere in the techno-commercial bid and/or price bid, our bid shall be rejected as technically non-responsive.

We further confirm that if any deviation, variation or additional condition etc. or any mention, contrary to Bidding Documents and its Amendments/Clarifications/Addenda/Errata (if any) as mentioned at para 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 Employer.

ANNEXURE-A2

Undertaking to be given by the MSE Bidder for availing benefits/ exemptions as per PPP 2012 for cases where item wise evaluation is applicable (to be uploaded online in Technical Cover of online GeM Bid) along with EMD details)

M/s APCPL Date:.....

Ref: Our Bid Ref. No Dated against Tender Invitation
no. Dated for (Name of the Package)

With reference to our bid (as referred above) against subject Tender Invitation, we have attached relevant documents for availing benefits/ exemptions available to MSEs as per PPP 2012 and its subsequent amendments, if any. We are aware that benefits to MSEs under PPP 2012 are available to manufacturer of goods and not to traders/dealers and accordingly, we hereby undertake that:

We are manufacturer of all such items which are a pre-requisite for extending MSE benefits of purchase preference as specified in the Bidding Documents and understand that the benefits as applicable to MSEs under PPP 2012 including Purchase Preference shall be applicable for our bid as per provisions of Bidding Document.

Or

- We are manufacturer of at least one of the items listed in the Bill of Quantity (BOQ) of the Package and understand that the benefits pertaining to EMD and Tender fee exemption only shall be applicable for our bid as per provisions of Bidding Documents. We also understand that as per provisions of Bidding Document, our bid shall not be eligible for Purchase Preference benefits as applicable to MSEs under PPP 2012.

We also understand that in case documents submitted by us for availing benefits/exemptions applicable to MSEs under PPP 2012 are not found to be in order by APCPL/ Employer at any stage of Bid Evaluation and EMD and/or cost of Bid Documents (wherever applicable) have also not been submitted by us then our bid shall not be considered further for evaluation and be rejected.

Thanking you,

(Authorised Signatory)

Name & address of the bidder

Date:

- Strike out which is not applicable

Annexure-II

Form of Bank Guarantee towards Bid Security

Bank Guarantee No.

Date.....

To :

APCPL

[Employer's Name and Address]

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No..... , M/s

.....(***)..... having its Registered/Head Office at.....
.....hereafter called the 'Bidder') wish to participate in the said bid for [Name of Package].....
.....

As an irrevocable bank guarantee against Bid Security for an amount of.....(*).....
.....valid for..... days

from.....(**)..... required to be submitted by
y 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 & address of the Bank].....
.....having our Head Office at.....(#).....
.....guarantee and undertake to pay immediately on demand by.....[Na
me of the Employer] (hereinafter called the 'Employer').....

.....the amount of(*)..... without any res
ervation,

protest, demand and recourse. Any such demand made by the '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 upto(

@)..... 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.....(**).....
.....[Bidder's Name]..... on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer, has set its hand and stamp on this.....
.....day of.....20.....at.....
.....

(Signature)

.....

(Name)

.....

(Designation with Bank Stamp)

Authorized Vide Power of Attorney No.....

Date.....

NOTE : 1. (*) The amount shall be as specified in the bidding documents.

(**)This shall be the date of opening of bids.(#) Complete mailing address of the Head Office of the Bank to be given. (@) This date shall be forty five (45) days beyond the validity of bid.

(***) Write the name and addresses of all the Joint Venture partners, in case the bid is submitted by a Joint Venture in terms of Qualifying Requirements.

o The Bank Guarantee (BG) shall be from a Bank as per provisions of the bidding documents.

o The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher. The Stamp Paper/e-Stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.

o While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in Bank Guarantee Verification Check List in the bidding documents. Bidders are required to fill up this Check List and enclose the same along with the Bank Guarantee.

Form of Bank Guarantee towards Performance Security

To,
[Employer's Name & Address]

Dear Sirs,

Bank Guarantee No.....
Date.....

In consideration of the..... [Employer's Name]..... (hereinafter referred to as the 'Employer' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s. [Contractor's Name]..... with its Registered /Head Office at..... (Hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Notification of Award No. dated. and the same having been unequivocally accepted by the contractor, Resulting into a Contract bearing No..... dated..... Valued at for..... and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*).....% (percent) of the said value of the Contract to the Employer.

We
[Name & Address of the Bank].....having its 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 and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of(*)..... As aforesaid at any time up to..... (@).....
[days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Bank shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor 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 Employer and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Employer 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 the Contract by the Contractor. The Employer 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 Contractor, 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 b

between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Bank shall not be released of its obligations under these presents by any exercise by the Employer 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 Employer or any other indulgence shown by the Employer 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 Employer 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 Contractor and not withstanding any security or other guarantee that the Employer may have in relation to the Contractor's liabilities.

Notwithstanding anything contained hereinafter our liability under this guarantee is restricted to

.....(*)..... and it shall remain in force upto
and including
.....(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s[Contractor's Name]..... on whose behalf this guarantee has been given.

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

.....
(Signature)

.....
(Name)

.....
(Designation with Bank Stamp)

Authorized Vide Power of
Attorney No.....

Date.....

Notes:

1. The Bank Guarantee shall be from a Bank as per provisions of the Bidding Documents.
2. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the BG is submitted or is to be acted upon or the rate prevailing in State where the BG is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Bidder/Bank issuing the guarantee.
3. While getting the Bank Guarantee issued, the Contractor is required to ensure compliance to the points mentioned in Form of Bank Guarantee Verification Check List. Further, the Contractor is required to fill up this Form and enclose the same with the Bank Guarantee.

4. In case, Bank Guarantee is getting issued from State Bank of India, Bidder to take note of NTPC letterref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letterref. C AG-I/AMT-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

Disclaimer/अपेक्षित

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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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.

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.

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[This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है](#)

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---