

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2024 17:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-06-2024 17:30:00
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	1
Item Category/मद केटेगरी	Fully Automatic Biochemistry Analyzer (V2) (Q2)
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
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	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	PUNJAB NATIONAL BANK
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	15

(a). 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 :

DGM C&M

APCPL, Contracts and Materials, ARAVALI POWER COMPANY PRIVATE LIMITED, Ministry of Power
(Jitesh Kumar Bhaskar)

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
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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 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, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 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.

Fully Automatic Biochemistry Analyzer (V2) (1 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

Technical Specifications/तकनीकी विशिष्टियाँ

* As per GeM Category Specification/जेम कैटेगरी विशिष्टि के अनुसार

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
GENERAL	Product Description	Fully Automatic Biochemistry Analyzer
PRODUCT INFORMATION	System Type	Fully Automated Random Access System
	Type of Biochemistry Analyzer	Bench Top Type
	Sample Type	Serum, Plasma, Urine, CSF, Any body fluid samples
	Assay Type	End point, Rate, Kinetic Turbidometric and Bi chromatic Assay
	Throughput tests / hour Photometric Tests with ISE module	200 or more, 350 or more, 600 or more, 1000 or more Or higher
	Throughput tests/hour Photometric Tests without ISE Module	200 or more, 350 or more, 600 or more, 1000 or more Or higher
	Calibration Facility	Factor, Linear (one, two and multi-point), Exponential, Logit-Log, Spline, Non-Linear
	Equipment must have self diagnostic tests with error message and online display	Yes
	Equipment must be programmable for all test menus and state of the art work station should be up-gradable by addition of ISE module	Yes
	Sample loading type	Continuous
	Equipment should have both internal and external probe cleaning/washing capacity	Yes
	Repeat facility to be available for calibrator and control	Yes
	Reagent refill message and monitoring facility	Yes

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Minimum number of test parameters on board at a time	? 30 Or higher
	Minimum sample capacity at a time	35 to 49
	Minimum number of STAT samples at a time	? 10 Or higher
	Should have pre post and auto dilution of samples and return capability for out of range samples	Yes
	Probe dispensers	Probe dispensers must have level detectors and must typically use between 2-25 µl of sample
	Spectral range in nm	340 to 700 nm
	Wave length selection method	Interference Filter (With minimum 8 interference filter)
	Light source	Halogen lamp low cost with long life
	Life of lamp in hrs	? 1000 Or higher
	Power consumption of lamp in VA	? 1000 Or higher
	Type of sample cups	Reusable
	Number of sample cups provided with machine	1000, 1500, 2000 Or higher
	QC program	QC Programme with L-J graphs, Print out of reports
	Reaction Cuvette	Reusable
	System should have on board cooling system	Refrigerated
	DI water plant for the washing of the cuvettes/ to avoid carry over and contamination	Yes
	Compatible on line UPS	Yes
	Back up time	1 hour, 2 hour Or higher
	Data management software	Equipment to be provided with compatible programmable windows based comprehensive data processing and management system graphical user interface software, LM Capability complete back up of data base for calibration control and patient sample results, capability for Bi-directional interfacing with LIS
	Patient result storage capacity	15000, 50000 or more Or higher
	Onboard cuvette washing & drying facility	Yes

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Photometric Checking of cuvettes before next reaction - Create Another field	Yes
	System should have facility for reading results on monitor and print out facility	Yes
	Reagents to be provided with machine	Creatinine, Urea, Uric Acid, Triglycerides, Glucose, Cholesterol, Total Protein, Calcium, Albumin, SGOT
	Quantity of Reagents provided (Number of Tests)	50 Tests or more, 100 Tests or more, 500 Tests or more Or higher
	Reports	Printout of reports and full patient demographics to be available
	System to be provided with necessary pre requisites and start up kits normal and abnormal QC and calibrators	Yes
	Availability of RS 232 port/USB for data transfer	Yes
	Power supply	200-240V AC, 50Hz Single phase
	Reagents position	30 or more
	Bar code reader for reagents	Yes
	Bar code reader for samples	No
	Refrigerator provided with Analyzer	No
	Capacity of Refrigerator (Litres)	300 Litres, 500 Litres, NA Or higher
	Type of Micro pipette provided	Not provided
	Variable Micro pipette provided	No
	Seller must provide original documentary proof of the date and place of manufacturing of provided equipment	Yes
	Sytem shall be provided with a compatible desktop PC	Yes
	Speed of processor in GHZ	Greater than 3 GHZ
	RAM in MB	? 512 MB
	Hard disk drive capacity in GB	? 80 GB
	Monitor	TFT/LCD/LED/ Digital color monitor
	Monitor size (inches)	17 inches or more
	Compatible operating system provided in PC	Yes

Specification	Specification Name/विशिष्ट का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Printer provided	Yes
	Type of printer	Inkjet Printer
	Startup kit, Calibrators, consumables required in training the staff/Technician/Doctors should be provided at the time of installation & Training	Yes
	The reaction cuvettes should be replaced at free of cost when ever required during the warranty period	Yes
CERTIFICATION AND REPORTS	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
	Availability of valid Drug/medical device license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
	Manufacturing unit certification	ISO:13485 (Latest)
	Availability of Test Report for product as per Medical Device Rules (MDR) 2017 as amended till date	Yes
	Electrical Safety Standards	IEC/EN 60601-1 or equivalent BIS Standard
	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission and/or along with supplies as per buyer requirement	Yes
MISCELLANEOUS REQUIREMENTS	OEM/Reseller shall ensure uninterrupted availability of all spares for 10 years	Yes
	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes
	User/Technical/Maintenance manuals to be provided in English in hard and soft copy	Yes

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Details of equipments and procedures required for local calibration and routine maintenance to be provided and advanced maintenance task documentation also to be furnished	Yes
	List of important spares and accessories, with their part numbers to be provided to the buyer at the time of supplying the equipment	Yes
	Installation and Demonstration of equipment and training to be provided after completing supplies before acceptance	Yes
	The Principal Manufacturer must have direct Presence/approved service center In India	Yes
	Calibration certificates as per NABH requirement	Yes
WARRANTY	Warranty in years (including machine, DI Water Plant if provided , UPS, computer and printer)	5 Or higher (year)

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	1	30

Special terms and conditions-Version:1 effective from 20-09-2023 for category Fully Automatic Biochemistry Analyzer (V2)

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications

issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.

2. The sellers are registered on GeM based on the submission of valid Drug License and self declaration of product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.
10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also

be applicable.

12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee .They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent .In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

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:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

00010 M1488107501

Material PO Text (Long Desc / Tech. Spec.)

AUTO-ANALYSER FULLY AUTOMATIC- STANDARD

Item Text

FULLY AUTOMATIC BIOCHEMISTRY ANALY

1. Inspection to be done by the indenter at APCPL stores.
2. Mention applicable GST rate and HSN code.
3. MLC = 50%
4. Vendor to submit Calibration and Guarantee/ Warrantee certificate along with supply.

5. In case of any discrepancy in specification, the specifications attached at 'Buyer Added Bid Specific ATC' shall prevail.

6. The format of Bank Guarantee towards Performance Security as provided by APCPL & attached with this tender document shall prevail over GEM format(if any).

While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS to Employer's Beneficiary Bank whose details are provided here in below:

Account Name: ARAVALI POWER COMPANY PVT LTD

Bank Account No: 0035009800000027

Location: BAHADURGARH, HARYANA

Bank: PUNJAB NATIONAL BANK

Branch: RAILWAY ROAD

IFSC Code : PUNB0003500

MICR Code : 110024204

Type of A/c : CC

BG issuing/amending bank must send the BG advice in the form of message form at via SFMS (Structured Financial Messaging System) as provided by RBI.

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 Dealings 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

nce benefits as applicable to MSEs under PPP 2012.

We also understand that in case documents submitted by us for availing benefit s/exemptions applicable to MSEs under PPP 2012 are not found to be in order b y 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 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.....[Name of the Employer] (hereinafter called the 'Employer').....

.....the amount of(*)..... without any reservation,

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 pre

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.

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 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 here in above 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 com

pliance 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 letter ref. NTPC/FC/CS/BG/01 dated 03.09.2014 and SBI letter ref. CAG-I/AM T-1/2014-15/370 dated 04.09.2014 (attached with Section-III of Bidding Documents).

5. While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS to Employer's Beneficiary Bank whose details are provided here in below:

Account Name: ARAVALI POWER COMPANY PVT LTD

Bank Account No: 0035009800000027

Location: BAHADURGARH, HARYANA

Bank: PUNJAB NATIONAL BANK

Branch: RAILWAY ROAD

IFSC Code : PUNB0003500

MICR Code : 110024204

Type of A/c : CC

BG issuing/amending bank must send the BG advice in the form of message form at via SFMS (Structured Financial Messaging System) as provided by RBI.

Annexure-III

FORM OF EXTENSION OF BANK GUARANTEE

Ref.No. Date:

To,

[Employer's Name & Address]

Dear Sirs,

Subject: Extension of Bank Guarantee No. dated..... .. for[indicate value of bank guarantee].....
.....favoring yourselves expiring on on account of M/s..... (Name of Bidder
)..... in respect of Contract for (Insert Package name).....
..... (Insert Project name).....
..... project, Contract No..... dated.....
..... (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 with Bank Stamp)

SEAL OF BANK

Date_____

Authorized vide

Power of Attorney No..... Date.....

Note:

1. The extension of the Bank Guarantee should be forwarded to the Unit/ from where the extension has been sought.

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

Disclaimer/अविवरण

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.

5. 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 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---