

## बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-02-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-02-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Coal
विभाग का नाम/Department Name	Neyveli Uttar Pradesh Power Limited
संगठन का नाम/Organisation Name	Neyveli Uttar Pradesh Power Limited
कार्यालय का नाम/Office Name	Nuppl
वस्तु श्रेणी /Item Category	ANNUAL MAINTENANCE SERVICE -DATA CENTER ASSETS - Compute; Hyper Converged Infrastructure; OEM Authorised Service Provider
अनुबंध अवधि /Contract Period	1 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	4

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	50% Lowest Priced Technically Qualified Bidders
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	7 Days
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	190000

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी 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।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

**लाभार्थी /Beneficiary :**

CEO/NUPPL

NEYVELI UTTAR PRADESH POWER LIMITED , Ministry of Coal {A JOINT VENTURE OF NLC INDIA LTD. & UP RAJYA VIDYUT UTPADAN NIGAM LTD.) Ghatampur Thermal Power Project Administrative Building, Near Lahurimau – Kasimpur Village, Ghatampur Tehsil, P.O. Samuhi – 209 206, Kanpur Nagar Dist. Uttar Pradesh (Neyveli Uttar Pradesh Power Limited)

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

**एमआईआई अनुपालन/MII Compliance**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

**Limited Tender**

Limited Tender Applicable	Yes
Reason	The sources of supply are definitely known and possibility of fresh source(s) beyond those being tapped is remote.
List of Seller Organization for participation	DRS IT CONSULTANCY PRIVATE LIMITED, F-1 INFOTECH PRIVATE LIMITED, SILICON BUSINESS SOLUTIONS PRIVATE LIMITED, THOUGHTSOL INFOTECH LIMITED

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 as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [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 the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
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.

3. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

PRICE SCHEDULE - [1767931221.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

### **ANNUAL MAINTENANCE SERVICE -DATA CENTER ASSETS - Compute; Hyper Converged Infrastructure; OEM Authorised Service Provider ( 1 )**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Major category of Assets	Compute
Type Of Asset	Hyper Converged Infrastructure
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider
Make/Brand Of Assets	NUTANIX
Onsite Service Engineers Requirement	As Indicated in Bid Document
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client machines	Inclusive
Periodicity of Preventive Maintenance Services	Quarterly
<b>एडऑन /Addon(s)</b>	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परिषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परिषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Shubham Jaiswal	209206,OFFICE: Ghatampur Thermal Power Project Site Office, Near Lahurimau - Kasimpur Village,NUPPL Ghatampur Thesil, Samuhi P.O. - 209206 Kanpur Nagar Dist., Uttar Pradesh. (About 70 Kms from Kanpur City) <a href="https://goo.gl/maps/uLd5EjnhhMQ2">https://goo.gl/maps/uLd5EjnhhMQ2</a>	1	N/A

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

1. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

NEYVELI UTTAR PRADESH POWER LIMITED  
payable at  
KANPUR

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

2. Forms of EMD and PBG

Bidders can also submit the EMD with Payment online through RTGS / internet banking in Beneficiary name

NEYVELI UTTAR PRADESH POWER LIMITED  
Account No.  
33780367147  
IFSC Code  
SBIN0011607  
Bank Name  
State Bank of India  
Branch address  
Panki Branch, Kanpur

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with bid.

3. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

NEYVELI UTTAR PRADESH POWER LIMITED  
payable at  
KANPUR

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

#### 4. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

NEYVELI UTTAR PRADESH POWER LIMITED

Account No.

33780367147

IFSC Code

SBIN0011607

Bank Name

State Bank of India

Branch address

Panki Branch, Kanpur

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

#### 5. Certificates

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

#### 6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

##### Additional Terms & Conditions

1. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
2. The Buyer shall have the option to increase the quantity and/or contract value by up to twenty-five percent (25%) of the original contract value or quantity during the validity of the contract, at the same rates, terms, and conditions as specified in the original contract.
3. **Manufacturer authorization:** Wherever Authorized Distributors/Dealers are submitting the bid, Manufacturer's Authorization Form (MAF)/Certificate for Nutanix HCI Solution with OEM details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid.
4. Bids originating from the same public IP address shall not be accepted. Detection of multiple bids from a single IP shall render all such bids liable for rejection and may attract penal action under GeM rules.
5. Bidders must submit following undertaking in their letter head duly signed by Owner/Authorized representative at the time of bidding:
  - a. CIA Triad: I/We undertake to maintain Confidentiality, Integrity and Availability (CIA) of Information/Data in any form (Physical/Virtual). No Information/data from NUPPL Servers will be disclosed by us, in any form, during the contract period or in future.
  - b. Malicious Code: I/We undertake that during the course of maintenance or upgradation or applying system patches software and devices so used for maintenance or upgradation or any replaced device by us or by the authorized engineer will not have any malicious code that will compromise CIA Triad. If any device/storage devices require replacement the old device will be wiped so that any information/data cannot be recovered from them, in case if it is not possible to wipe-clean the data from such devices the device will be left in the possession of NUPPL authorities.
  - c. I/We undertake to comply, implement and follow:
    - i. All the relevant laws, regulations, directives of Govt. of India pertaining to Cyber Security/Information Security, data protection.
    - ii. IT Act 2000 and its amendments, future amendments or any notified drafts.

- iii. All the guidelines and future guidelines of MeitY on Data Protection & Cyber Security.
- iv. Any guidelines provided by CERT-In and sectoral CERT.
- v. NUPPL IT Policy and its amendments.
- vi. Any guidelines provided by NUPPL pertaining to Data Privacy/Data Protection/Cyber Security.

**SLA (Service Level Agreement):**

1. The contract shall be on comprehensive basis which includes:
  - a. Repairs and replacement of spare parts/consumables/complete hardware due to breakdown without any extra payments.
  - b. Preventive maintenance at users premises as per the schedule (Quarterly basis).
  - c. Breakdown maintenance at users premises as and when required.
  - d. Software upgrades, patch installations or any unscheduled calls at users premises for system diagnostics.
2. Successful bidder must provide a Single Point of Contact (SPOC) for service support. All complaint lodging/management till its resolution will be manage and dealt by SPOC only. Complaint can be registered either telephonically or by e-mail or in person to SPOC.
3. Successful bidder shall carry out preventive maintenance Services (PMS) on Quarterly basis and Breakdown service as and when required as per the NUTANIX HCI solution requirement.
4. Spare Parts/consumables/Hardware so replaced should be new and genuine OEM authorized parts. If in case the said part is obsolete or end of life an undertaking from OEM for installing similar or higher specification part must be provided.
5. Successful bidder should provide report as per the format provided by NUPPL authorities to report logs of every maintenance or upgrades or breakdown service.
6. Successful bidder must deploy trained, experienced and competent service engineer for carrying out necessary maintenance/update/breakdown services of the equipment as per OEM manuals and to the satisfaction of NUPPL authorities.
7. Successful bidder shall ensure that all equipment's are maintained at optimum operating levels.
8. Successful bidder will provide all the necessary & adequate tools / instruments or any consumable required at no extra cost to the engineers deployed for all scheduled maintenance, breakdown maintenance and system upgrade and patch installations required for the upkeep of the equipment for upkeep of equipment at user's premises.
9. Complaint can be registered either telephonically or by e-mail or in person at helpdesk set by service provider at user premises by the service provider as per contractual requirement. Proper record of the complaints should be maintained by the SPA /Support Engineer at each consignee location / user premises.
10. The Service Provider must fulfil the requirement of number of preventive maintenance services as per the schedule.
11. Immediately on award of the contract, the successful bidder will provide undertaking of functioning of the system in 100% efficiency and taking over of the equipment for maintenance purpose during the contract period.
12. It is the responsibility of the successful bidder to make the equipment work satisfactorily throughout the contract period. In case any equipment got damaged due to mishandling by the engineers so deployed, the parts so damaged will be replaced at no extra cost to NUPPL. Penalty would be applicable as per the defined penalty for the downtime of the system.
13. In case the Service Provider fails in adhering to the maintenance requirements causing user to make an alternative arrangement for the servicing/maintenance, the cost of such arrangements will be deducted from any pending payments.
14. **Response time:** Ordinarily a complaint must be attended within 12 hours when no change of spare part/Consumable/Hardware is involved, however, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt. Majority of faults should be rectified in the first response i

tself. However, maximum period allowed for defect rectification shall be 48 hours.

15. In case the system/device is not repaired, or an alternative system not supplied within the period of 48 hours from the time of failure reported, then the first party may choose to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recoverable from any pending payments.

16. **End User Training:** A complete end user training of the complete Nutanix HCI solution must be arranged for NUPPL IT executives by the trained professionals of the OEM covering the details of the supplied infrastructure with comprehensive coverage of hardware infrastructure, latest upgrades, configurations, diagnostic tools and its usage.

**17. System Uptime:**

The breakdown time will be worked out as under: -

Total Machine's Days(X) = (No of Cluster) \* No. of day in a year.

Breakdowns (Y) = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the year

Percentage uptime= (X-Y)/X \*100.

The selected bidder shall ensure 99.9% uptime in each year.

Cluster: 1. Production Cluster 2. Backup Cluster

**18. Resources details of Nutanix HCI Solution implemented at NUPPL:**

SL.No.	Nodes	No of Nodes	Total CPU Core(nos)	Total Storage (TiB)	Total Ram (GiB)
1.	Production Cluster: Generic node HCI (consisting both Compute and Storage)	5	160	63.64	1885.35
2.	Backup Cluster: Storage node HCI	1	24	59.45	188.07
<b>Total</b>		<b>6</b>	<b>184</b>	<b>123.09</b>	<b>2073.42</b>
<p>Overview of Nutanix Solutions for Data Centre Operations: Now Nutanix has mapped all earlier software, tool licenses subscription with Nutanix On-prim HCI, which is a complete software stack to unify infrastructure including compute, storage and network, hypervisors and containers. All with built-in resilience, self-healing, disaster recovery capabilities, and security. It includes enterprise data services and consolidated storage, data protection and disaster recovery, native virtualization and container management, networking and security.</p>					

**Detail of infrastructure:**

SL. No.	Description	Serial No.	Remarks
1	HPE DX360 G10 8SFF	SGH102XP40	A part of production cluster
2	HPE DX360-8 G10 8SFF	SGH102XP42	A part of production cluster

3	HPE DX360-8 G10 8SFF	SGH102XP41	A part of production cluster
4	HPE DX360-8 G10 8SFF	SGH102XP3Z	A part of production cluster
5	HPE DX360-8 G10 8SFF	SGH102XP3Y	A part of production cluster
6	HPE DX380-12 G10 12LFF	SGH102XQ5X	A part of backup cluster
7	ARISTA-7050SX3-48YC8	SGD20527146	L2 Switch For Interconnection all the HCI Interconnect Switches Network Ports in the Cluster
8	ARISTA-7050SX3-48YC8	SGD20520591	L2 Switch For Interconnection all the HCI Interconnect Switches Network Ports in the Cluster

**Detail of Installed Software and Licenses:**

SL. No.	Software	License	Remarks
1	Acropolis Operating System	Ultimate	On Production cluster
2	Files	Files	On Production cluster
3	FLOW	Standard	On Production cluster
4	Acropolis Operating System	Starter	On Backup cluster

**19. Scope of Works:**

- a. Total period of contract will be 1 years from the date of award of contract.
- b. Comprehensive Maintenance of complete Nutanix HCI Solutions (complete Hardware and software).
- c. Renewal of all OEM Annual Subscription License for Complete Nutanix HCI Solutions (complete Hardware and Software) with OEM Warranty & Support Services for the period of 1 years within 30 days from the award of contract in case of Delay LD will be applicable as per OEM GTC.
- d. Coverage under a comprehensive Next Business Day (NBD) warranty of complete Nutanix HCI Solutions.
- e. **Support Obligations:** The OEM and vendor are required to provide full lifecycle support across the infrastructure, including but not limited to:
  - i. Quarterly Preventive and corrective maintenance.
  - ii. Timely patch updates and security fixes.
  - iii. Cluster reconfiguration and optimization.
  - iv. Any additional configuration necessary to meet evolving operational and security requirements.

**20. Payment Terms:**

- a. The payment (with applicability of Penalty Clause as per contract) will be made to Service provider on yearly basis for (Item Sl. No. 1) Comprehensive Maintenance of complete Nutanix HCI Solutions with Support Services including Preventive Maintenance after submission of actual invoice, supporting documents, Uptime details to NUPPL. Penalties as per contract

t shall be levied over and above general warranty clause.

- b. The payment of (Item Sl. No. 2) Renewal of all OEM Annual Subscription License with upgraded version for Complete Nutanix HCI Software & Hardware Solutions with OEM Warranty and Support Services for the period of 1 years shall be done within 30 days from the date of submission of invoice with supporting of OEM portal License renewal Snap and acceptance of NUPPL site in charge [in case of Delay in delivery LD will be applicable as per GeM GTC ]. No CRAC will be required for the processing this bill [GeM offline payment mode].
- c. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the equipment rate and maintenance rates during the entire period of contract; no differences shall be paid or claimed as a result of the above.
- d. No Advance Payment will be made.
- e. The purpose of CRAC will be for processing of final bill of the contract and finalizing the contract only. (if applicable)

**21. Penalties Clause:**

SINO	Uptime Details(X)	Penalty
1	99.5% $\leq$ X<99.9%	1% of billed yearly Invoice.
2	99% $\leq$ X<99.5%	2% of billed yearly Invoice.
3	98.5% $\leq$ X<99%	3% of billed yearly Invoice.
4	98% $\leq$ X<98.5%	4% of billed yearly Invoice.
5	97.5% $\leq$ X<98%	5% of billed yearly Invoice.
6	97% $\leq$ X<97.5%	6% of billed yearly Invoice.
7	96.5% $\leq$ X<97%	7% of billed yearly Invoice.
8	96% $\leq$ X<96.5%	8% of billed yearly Invoice.
9	95.5% $\leq$ X<96%	9% of billed yearly Invoice.
10	95% $\leq$ X<95.5%	10 % of billed yearly Invoice.
11	X<95%	Termination of Contract

22. **LD Clause:** LD shall be applicable as per GeM GTC.

23. **Force majeure Clause:** Applicable as per GeM GTC.

**24. Other Conditions:**

1. The Bidder shall declare that their company is not banned/debarred/blacklisted by other Central Public Sector Enterprises (CPSEs)/Government Entities as on the original scheduled date of Bid opening. In case while processing the Bid or during post award of Bid, any such Banned/ Debarred/ Blacklisted instances by other Central Public Sector Enterprises (CPSEs)/Government Entities, is known to NLCIL/NUPPL then the bidder will be disqualified for that particular Bid, if the Bid is under process. If already awarded, then the Purchase Order/Contract will be terminated. In the above circumstances, Bidder shall not have any claim on NLCIL/NUPPL towards such disqualification or termination of Contract/Purchase Order. The Bidders shall submit the declaration on Firm's Letter Head as attached in Buyer Added Bid Specific ATC - Buyer uploaded ATC Document.

2. In case Bank Guarantee is to be submitted, the same must be issued under SFMS Mode and Advising Bank details must be incorporated as per below details:

Name of beneficiary & it's details- Neyveli Uttar Pradesh Power Limited

Beneficiary Bank, branch & address-

State Bank of India, Block-2,

Neyveli - 607801 IFSC code SBIN0000958

Any Bank Guarantee submitted in physical mode, including EMD/Bid Guarantee, which cannot be verifiable through SFMS will be rejected summarily.

3. Note regarding EMD Exemption and Purchase Preference to MSEs: Relevant NIC Code(s) from NIC Code List, 2008 for claiming EMD Exemption and Purchase Preference for MSEs, shall be any of the below:

**95111:** Repair and maintenance of computer and peripheral equipment.

**62013:** Providing software support and maintenance to the clients.

**62099:** Other information technology and computer service activities n.e.c.

**63999:** Other information service activities n.e.c.

**62020:** Computer consultancy and computer facilities management activities.

4. Local Content Certificate has to be uploaded by the bidders in the format attached under Buyer uploaded ATC Document.

**Verification of Local Content** - The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all Contracts above INR 10 Crore, the contractor/supplier shall be required to give local content certification duly certified by cost/chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the Contractor/supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.

#### 7. **Buyer Added Bid Specific ATC**

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

### अस्वीकरण/**Disclaimer**

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.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
17. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

**All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.**

**For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.**

**The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:**

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

**All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.**

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), 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 सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in

Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

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।/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.

**---धन्यवाद/Thank You---**