

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	05-06-2026 15:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	05-06-2026 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	Handling and Transport on Lumpsum Basis - Manual Unloading of coal from rakes, loading and transportation of coal by Hyvas at GTPP and other associated works
अनुबंध अवधि / Contract Period	4 Month(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	Experience Criteria, Bidder Turnover, 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	3

बिड विवरण/Bid Details	
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / <b>Number of days for which Bid would be auto-extended</b>	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / <b>Number of Auto Extension count</b>	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
<b>Payment Timelines</b>	Payments shall be made to the Seller within <b>30</b> days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / <b>Financial Document Indicating Price Breakup Required</b>	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	6260000

#### 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).	10

(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 Project Office- Ghatampur Thermal Power Project, Near Village Lahurimau -Kashimpur, Ghatampur Tehsil, P.O.: Samuhi- 209206, Kanpur Nagar District, Uttar Pradesh CIN: U40300UP2012GOI053569, GSTIN:09AAECN3221F1ZS (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

**ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details**

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

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. 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.
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.
4. 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 - [1778829023.xlsx](#)

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Terms and Conditions to be mentioned by Buyer for bidders to participate:[1778218591.pdf](#)

Any Other Documents and Requirement to be mentioned by Buyer:[1778243699.pdf](#)

Scope of Work:[1778648793.pdf](#)

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
26-05-2026 11:00:00	TENDER ROOM, NUPPL-GTPP A.O. BUILDING

**Handling And Transport On Lumpsum Basis - Manual Unloading Of Coal From Rakes, Loading And Transportation Of Coal By Hyvas At GTPP And Other Associated Works ( 1 )**

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Category	Manual Unloading of coal from rakes, loading and transportation of coal by Hyvas at GTPP and other associated works
एडऑन /Addon(s)	

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

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Pradeep Kumar Singh	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>	Project / Lumpsum Based	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. **Generic**

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

#### 6. **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.

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

Buyer Added text based ATC clauses

##### **PRE-QUALIFYING REQUIREMENTS:**

##### **Technical Requirement:**

a. The Bidder should have executed works for loading/unloading of coal from rakes, loading and transportation of coal by Hyva/Tipper/Truck for a minimum value of **Rs. 20,02,94,144/-** (Rupees Twenty crores two lakhs ninety-four thousand one hundred and forty-four only) including GST in any Government/ Quasi Government/ PSU/ PSE/ Public Limited Company within the last (7) seven years prior to the scheduled date of tender opening in **single contract agreement** in their own name/ in the name of any of the partners.

OR

b. The Bidder should have executed works for loading/unloading of coal from rakes, loading and transportation of coal by Hyva/Tipper/Truck for a minimum value of **Rs. 12,51,83,840/-** (Rupees Twelve crores fifty-one lakhs eighty-three thousand eight hundred and forty only) including GST in any Government/ Quasi Government/ PSU/ PSE/ Public Limited Company within the last (7) seven years prior to the scheduled date of tender opening in each of the **two contract agreements** in their own name/ in the name of any of the partners.

OR

c. The Bidder should have executed works for loading/unloading of coal from rakes, loading and transportation of coal by Hyva/Tipper/Truck for a minimum value of **Rs. 10,01,47,072/-** (Rupees Ten crores one lakh forty-seven thousand and seventy-two only) including GST in any Government/ Quasi Government/ PSU/ PSE/ Public Limited Company within the last (7) seven years prior to the scheduled date of tender opening in each of the **three contract agreements** in their own name / in the name of any of the partners.

The bidders shall furnish the Work Order/Agreement copies and Work Completion/ execution/ experience certificate issued by Competent Authority in their own name/ in the name of any of the partners for having completed the above works.

### **Financial requirement:**

- a) Average Annual turnover of the bidder for the 3 financial years immediately preceding the original scheduled Tender Opening date, should not be less than **Rs. 22.54 Crores.**
- b) In, case if a bidder meets the technical QR but could not furnish his/their audited financial statement of three consecutive financial years preceding the last financial year for evaluating the average annual turnover, due to the incorporation/formation of the bidder within a period of less than three years from the original scheduled date of tender opening then such bidder shall also be considered and the average annual turnover of such bidder shall be arrived at as below:
  - i. If the bidder furnished audited financial statement (Profit & Loss amount and balance sheet) for the last financial year only then such bidders average annual turnover shall be arrived at by dividing the turnover of the last financial year by three.
  - ii. If the bidder furnished audited financial statement (Profit & Loss amount and balance sheet) for the last two financial years only then the bidders average annual turnover shall be arrived at by dividing the sum of turnover of last two financial years by three.
- c) The bidder shall have positive net worth as per their latest audited financial statement.
- d) In cases where audited financial statement (Profit & Loss amount and balance sheet) for the last financial year immediately preceding the original scheduled date of tender opening is not available, a certificate would be required from the bidder stating that the financial statement of the bidder is under audit as on the date of tender opening. In such case the audited financial statement of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters.

### **PARTNERSHIP FIRMS (if applicable):**

- i) In case of bid submitted by any partnership firm, the pre-qualification work experience of partnership firm/ any of the Partners of the firm shall be considered for evaluation. However, the financial Turn Over and Net Worth requirement, if any specified shall be fulfilled by the Partnership firm only.
- ii) If the bidder is a partnership firm, the partner on whose pre-qualification the work was awarded, shall not withdraw from the partnership till the completion of the work in case they happened to be the successful bidder. If there is any reconstitution of the partnership, it is the responsibility of the firm to intimate the same to NLCIL immediately. Otherwise, the contract will be liable for termination at the risk & cost of the contractor.
- iii) If the work experience is furnished in the name of any of the partner of Partnership Firm, to satisfy the prescribed pre-qualification requirement in the tender, a declaration / undertaking from that partner as **"I shall not withdraw from the partnership till the completion of the work, in case our firm happened to be the successful bidder"** is to be enclosed along with the digital bid offer.
- iv) In case of a bidder being a partnership firm and using the PQR of a Partner to qualifying the tender and if the same PQR is used by more than one bidder for the same tender, all the bidders using the same PQR will be disqualified.
- v) In case, a bid is submitted by a partnership firm, any partner(s) of that Partnership firm cannot bid separately for the same Tender. If the Bid is submitted by both the partnership firm & any partner(s) of that Partnership firm in the same tender, the bids of the Partnership firm and partner(s) will be disqualified.

### **PRE-BID CONFERENCE:**

- i) The bidders can attend the Pre-bid conference on the date mentioned, in the **Tender Opening Room, Ground Floor, NUPPL's A.O. Building.**
- ii) Bidders are requested to attend the Pre-bid conference at their will to ascertain the local conditions, nature & scope of work before submitting the bid.
- iii) Bidders have to make their own arrangements to attend the Pre-bid conference.

- iv) Bidders can raise a pre-bid clarification by sending an email to **cp.nuppl@nclindia.in**, at least one day before the Pre-bid Meeting date as mentioned in the GeM bid document, and the reply for the same will be furnished by NLCIL officials.

**Any verbal details/communication furnished by any NUPPL Executive shall not in any way be binding on NUPPL.** The NUPPL will issue clarifications, as they may think fit, in writing. After receipt of such clarifications, the bidder may submit the bid, but within the time and date specified on the GeM portal.

### **SPECIAL TERMS & CONDITIONS**

1. The work should be carried out as per the scope of work and instruction of NUPPL Engineer-in-charge.
2. The quantities mentioned in the schedule are only tentative and are likely to be increase or decrease depending upon the requirements at site during the period of contract. NUPPL reserves the right to increase/decrease the quantities if any, depending upon actual requirements.
3. The contractor shall not have any right to make any claim / compensation whatsoever in case of any variation or shortfall in the quantity handled.
4. The contractor shall employ on job suitably skilled manpower and supervisors in adequate number for unloading of coal from wagons, movement of coal by hyva's from unloading area to GTPP coal stock yard and skilled labours for other works who have previous experience in the work. The officers have the right to direct the contractor to remove such of that manpower whom they consider incompetent and undesirable for any particular job.
5. The contractor's authorized representative should be available at site of work to take instruction from the field officers regarding execution of the work.
6. The bidder should have registered (its establishment) under ESI act 1948 and have the Employer's code allotted in favour of his establishment. The ESI code number so allotted shall be furnished along with tender documents.
7. Contractor will be responsible for compliance of all labour laws. EPF, ESI and safety rules as applicable from time to time.
8. The Contractor shall supply safety appliances to all the workmen engaged by him.
9. The rate quoted by the Contractor shall be inclusive of all statutory levies and incidental charges.
10. The contractor shall insure the workmen against accident and injury by the relevant rules, and it shall be the obligation of the contractor to pay compensation, if any, to the worker as per the workmen compensation act. In case of failure in payment of compensation to workmen, the amount of compensation will be recovered from the bill together with interest at the rate prevailing and as applicable to our cash credit account from time to time. No responsibility will rest on the NUPPL in this regard.
11. The tippers/hyva's and unloading equipment shall be in statutory compliance.
12. Any accident or incident by the tippers/hyva's and unloading equipment, shall be resolved or compensated by the contractor.
13. The Contractor shall keep all the necessary consumables, equipments, tools and tackles in connection with the work inside site in his own custody and NUPPL will not be responsible for any loss/theft/pilferage etc.
14. The contractor shall make his own arrangements for all the equipment's tools and tackles and other requirements as per statutory rules of the State Government and other contrivances, manual or mechanical and manpower required for the execution of the work
15. The agency shall carryout the work by following all safety measures and statutory protocols.

16. The work should be executed without disturbance to other works in the work site.
17. NUPPL reserves the right to terminate the contract, if finds that the contractor is not carrying out the work satisfactorily.
18. The place of work is normally within the premises of GTPP area.
19. Necessary entry pass shall be obtained from NUPPL for engaging men and material for the scope of work.
20. The Contractor shall ensure deployment of sufficient manpower in each shift for carrying out stone picking and foreign material removal work and segregation.
21. Other Expenditure such as Lodging, Boarding, Fooding & Transportation of men, consumables, equipments, tools and tackles etc. shall be borne by contractor.
22. The Contractor shall be deemed to possess the required experience, business acumen, competence and resources to carry out all the jobs envisaged under this contract in a satisfactory manner.
23. It should be ensured that all the Anti-pollution measures are strictly implemented to the entire satisfaction of the railways and other authorities throughout the period of the contract at his own cost.
24. Invoices shall be submitted to NUPPL along with all relevant documents towards proof of payment of PF, ESIC & other statutory payments for the previous month for processing. However, the bill/invoice for the last month of the contract shall be processed by NUPPL only upon receipt of proof of all statutory payments applicable till the contract end date.
25. Contractor shall furnish various returns/statements to NUPPL as prescribed from time to time in hard as well as soft copy.
26. NUPPL has the right to short close the contract at any time with a notice period of 30 days due to unsatisfactory performance of the contractor (or) any other reasons. However, the notice period shall be immediately or as prescribed under the applicable law for statutory reasons.
27. The approved SoP for operation of Electronic In-Motion Weighbridge at NUPPL GTPP railway siding is given Below:
  - (i) If the readings of EIMWB-1 & 2 are less than RR weight, then the reading which is nearer to RR weight will be considered for billing and payment.
  - (ii) If the readings of EIMWB-1 & 2 are more than RR weight, then the RR weight will be considered for billing and payment.
  - (iii) If the RR weight falls between the readings recorded by EIMWB-1 & 2, then the RR weight will be considered for billing and payment.
  - (iv) In the event of breakdown of both weighing facility, the RR weight will be considered for billing and payment.
28. In the event of any dispute with regard to the measurement of the work executed, the decision of the Engineer-In-Charge of NUPPL, shall be final and binding on the Contractor.

## **TERMS OF PAYMENT**

### **1. BASIS OF PAYMENT TO THE CONTRACTOR:**

The weight of coal delivered at rake unloading area at GTPP site shall be the basis for making the payment to the contractor. The weight will be measured at the in-motion weigh bridge installed at entry of the reception yard. The weight will be considered for payment based on the Railway Receipt/ Weight recorded at In Motion Weigh Bridges. In case of any malfunctioning of In-motion weighbridge, RR weight will be considered for payment. Agency to appoint their representative for a joint witness of weightment of wagons at

he location, which will be basis for payment of work mentioned in the price schedule.

## **2. PAYMENTS FOR COAL SUPPLIES AND RAILWAY FREIGHT:**

- a. The payment towards cost of coal shall be directly paid by NUPPL.
- b. The Railway Freight charges from Railway siding to GTPP site shall be paid to the railways by NUPPL.
- c. The price quoted in the bid is FIRM for the entire contract period.
- d. The rate quoted by the Contractor shall be inclusive of all statutory levies and incidental charges.

## **3. PAYMENT TERMS:**

- a. No advance payment will be released to the contractor for any reason.
- b. The contractor have to submit the bills in triplicate addressed to Chief Executive Officer/NUPPL, with all required documents.
- c. Payment to the contractor will be made after submission of bills in the complete condition in all respect and without errors. In case of any error or undue Delay in submission of the bills, NUPPL will not be responsible for the delay in payment.
- d. All payments shall be made only after submission of valid CPG/ Performance Security and insurance policy of men and machinery.
- e. The contractor shall furnish the Tax invoice for the quantity unloaded / transported / feeding in ERH/ Wag on Tippler or area earmarked by NUPPL by claiming the rate as per the agreed price schedule.
- f. 90% payment shall be released within 30 days from the date of receipt of invoice along with In-motion weigh bridge receipt/ Railway Receipt. After adjustments towards any penalties or demurrage, if any levied by railways to GTPP due to delay in unloading beyond specified time period, any damage of wagons during unloading or any penalty attributable to contractor's scope, coal shortages due to contractor's negligence. This is applicable for invoices received during that period only.
- g. Balance 10% payment shall be released within 30 days from the date of receipt of "no dues certificate" from NUPPL.
- h. While scrutinizing the bills, NUPPL shall finalize the charges/deductions as per the relevant clauses of the contract, which shall be deducted from the bills and details shall be provided to the contractor while releasing the payment.
- i. All payments to the successful bidder / company shall be released by NUPPL through e - payment to the account of the bidder.
- j. Income Tax and any other statutory levies if applicable as on date shall be deducted from the above bills.
- k. All payment shall be made only in Indian Rupees.
- l. All payments shall be made direct to the Contractor by the NUPPL through E-payment. For effecting E -payment, the contractor shall furnish necessary details to the Purchaser.

## **4. DUE DATE FOR PAYMENT:**

Payment shall be due and payable by NUPPL within 30 days (as detailed above) from the date of receipt of the Contractor's bill / invoice provided the documents submitted are complete in all respects. If it is not payable, the invoice will be returned to the Contractor stating the reasons for rejection within a month from the date of receipt by NUPPL.

## **OTHER TERMS AND 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 as per the format attached in **Buyer Added Bid Specific ATC - Buyer uploaded ATC Document**.

2. **Note regarding EMD Exemption and Purchase Preference to MSEs: Relevant category NIC code for the Exemption from EMD Criteria and MSE Purchase Preference as per-**

**National Industrial Classification [All Economic Activities] Code List, 2008 shall be:**

- Ø **49231: Motorized road freight transport.**
- Ø **52219: Other land transport services n.e.c.**

**National Industrial Classification [All Economic Activities] Code List, 2025 shall be:**

- Ø **492301: Motorised road freight transport including by e- vehicles.**
- Ø **492399: Other freight transport activities by road n.e.c. including renting of freight road transport vehicles with operator.**
- Ø **522199: Other service activities incidental to land transportation n.e.c.**

3. 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:

-

<b>Name of beneficiary &amp; its details</b>	<b>Neyveli Uttar Pradesh Power Limited</b>
<b>Beneficiary bank, branch &amp; address</b>	<b>State Bank of India</b>
	<b>Block-2, Neyveli-607801</b>
<b>IFSC code</b>	<b>SBIN0000958</b>

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

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 IN R 10 Crore, the contractor/supplier shall be required to give local content certificate 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.

5. In case of enhancement of contract value, value of Performance Security is also to be increased proportionately.

6. Bidders shall note that the bid submission Portal (GeM) captures and displays the Internet Protocol (IP) address from which the Bidder has submitted the bid. **The received bids, having matching/common IP address of Bidders shall be outrightly rejected and shall not be considered for further evaluation.**

7. Copies of the following documents have to be submitted along with the bid offer, if the bidder happens to be:

- i) Proprietorship firm: Self-declaration by the bidder in that respect.
- ii) Partnership firm: Partnership deed.
- iii) Public/ Private Limited Company: Memorandum of Association & Articles of association of the Company.

In case of the authorized representative signing the bid document, the Bidder must also submit the " Power of Attorney/Board Resolution".

8. The Prices quoted shall be firm excluding GST rate (revised time to time by Govt) throughout the Contract period and not subject to any escalation.

#### 8. Buyer Added Bid Specific ATC

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

### अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including

specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.

13. 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.
14. 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 catalogues 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. 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 General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

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---

