

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	07-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	07-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	National Power Training Institute Nptico Faridabad
वस्तु श्रेणी /Item Category	Financial Advisory Services - Onsite; Tax Advisory
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	28 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
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,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
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
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	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
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	2 Days
अनुमानित बिड मूल्य /Estimated Bid Value	2832000
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	141600

#### 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).	30

(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

केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/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 :**

NPTI  
National Power Training Institute NPTICO Faridabad, NA, N/A, Ministry of Power  
(National Power Training Institute)

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

**एमआईआई अनुपालन/MII Compliance**

एमआईआई अनुपालन/MII Compliance	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.

2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.

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. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of work to be uploaded by buyer:**[1768549149.pdf](https://www.gem.gov.in/attachment/data/file/1768549149.pdf)

**This Bid is based on Quality & Cost Based Selection (QCBS) . The technical qualification parameters are :-**

Parameter Name	Max Marks	Cutoff Marks	Qualification Methodology Document
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CA Firms Total experience in practice, No. of Partners in the firm for not less than 02 years, Experience of the CA Firm in Book keeping and Accounting assignment in Central Autonomous Body	100	50	<a href="#">View File</a>
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**Total Minimum Qualifying Marks for Technical Score: 50**

**QCBS Weightage(Technical:Financial):70:30**

**Financial Advisory Services - Onsite; Tax Advisory ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Deployment Location	Onsite
Category of financial advisory service	Tax Advisory
Sub-category of Financial Advisory Services	Filing GST , Filing TDS , Filing Income Tax Returns , Bookkeeping Support , Monthly Payroll Processing , Periodic Compliance Payroll Support , Compliance and Governance Needs , Advance Tax Computation , Tax Litigation Strategy , Support for Tax Assessment , Valuation of Liabilities , Preparation of Municipal Budget Accounts
Financial Advisory Reports	Yes
Frequency of Progress Report	Monthly
Type of Professional/Re sources required	Chartered accountant
Qualification of Professional/Re sources required	CA
Certification of Professional/Re sources required	Indian Accounting Standards (Ind AS) , Certified internal auditor (ICAI)
Total Experience of Professionals / Resources (In years)	15 years

विवरण/ Specification	मूल्य/ Values
<b>एडऑन /Addon(s)</b>	
Post Financial Advisory Support	NA

**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 दस्तावेज /Additional Specification Documents**

**परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Vimal Kumar Pandey	121003,Store Room, 1st Floor, NPTI CO Main Building, NPTI Complex, Sector-33, Faridabad- 121003, Haryana	Project / Lumpsum Based	N/A

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

**1. Generic**

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

**2. Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

**3. Payment**

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

**4. Forms of EMD and PBG**

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

name

National Power Training Institute  
Account No.  
10724879119  
IFSC Code  
SBIN0003245  
Bank Name  
State Bank of India  
Branch address  
Sarai Khawaja, Faridabad

. 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.

#### 5. **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

National Power Training Institute  
Account No.  
10724879119  
IFSC Code  
SBIN0003245  
Bank Name  
State Bank of India  
Branch address  
Sarai Khawaja, Faridabad

. 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.

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

Buyer Added text based ATC clauses

Apart from General Terms & Conditions mentioned on GeM Portal, the following Special/Additional Terms & Conditions are proposed to be incorporated in the draft Bid document.

- 1) The CA firm shall deploy 2 experienced Accounting professionals having minimum qualifications of B.Com/M.Com/CA-Inter/CMA-Inter with 4-5 years' experience** having in-depth knowledge of Accounts working, in-depth knowledge of GST Laws, operation and handling knowledge of "Tally package" and Taxation matters etc. under the supervision of a Qualified CA / designated partner of engaged CA firm. The CA/designated partner of the engaged firm shall visit the NPTI, Corporate Office on weekly basis for handling and supervision of the Accounts work . The visits may be extended based on the requirement during the finalisation of Annual Accounts, CAG Audits, Internal Audit, MOP Audit, Standing Committee and Governing Council Meetings.
- 2) The deployed experienced persons by the firm shall be permanent for the contract period and shall not be changed by the hired firm.** However, for any reason beyond the reasonable control of the Consultants/firm, it becomes necessary to replace any of the Key Personnel, the CA firm shall provide replacement of a person of equivalent or better qualification and experience, subject to the approval of the employer/NPTI. The CA firm shall have no claim for additional costs arising out of or incidental to any removal and/ or replacement of the Personnel.
- 3) The assignment of the Chartered Accountant firm for "Hiring of CA Firm for centralised Accounting and Taxation work of 11 Institutes of NPTI at Corporate Office" shall be for a period of two years from the date of appointment/issue of award letter.**
- 4) The CA firm should have its registered/functional office in the Delhi /NCR region for better co-ordination.**

- 5) The CA firm should have total of 15 years' experience with minimum of 3years' of experience in book keeping and preparation of Balance Sheet of Central Autonomous Body (non-profit organisation).
- 6) The Firms of Chartered Accountants with 15years or higher experience shall be given preference based on the year of registration with the Institute of Chartered Accountants of India (ICAI). Firms/LLPs with a higher number of Fellow and/or Associate Members of the Institute of Chartered Accountants as Partners of the Firm/ LLP shall be given preference.
- 7) The CA firm should have been C&AG empanelled.
- 8) **Scope of Work:** Scope of the Work is attached as **Annexure-2** at buyer added bid specific ATC in Bid document.
- 9) The CA firm shall not sub-let the assigned work as mentioned in "Scope of Work" as whole or part to any other CA firm.
- 10) Each bidder/ CA Firm shall submit only one quotation. The rates should be quoted in Indian Rupees Only.
- 11) No overwriting or cutting shall be allowed in the rates/price submitted in the Financial Quotation.
- 12) **Evaluation of Bids** - The bids shall be evaluated on **Quality Cum Cost Based System (QCBS) Basis**. However, only the bids of firms/ LLPs who meets the minimum **"Technical Score" as per Clause 13 of Special Terms &Conditions** shall be evaluated further.

**Quality Cum Cost Based System (QCBS)**

**Under QCBS selection, the technical proposals will be allotted weightage of 70% (Seventy per cent) while the financial proposals will be allotted weightages of 30% (Thirty per cent).**

**Proposal with the lowest cost will be given a financial score of 100 (Hundred)** and other proposals will be given financial scores that are inversely proportional to their prices w.r.t. the lowest offer. Similarly, **proposal with the highest technical marks (as allotted by the evaluation committee) shall be given a score of 100 (Hundred)** and other proposals shall be given technical score that are proportional to their marks w.r.t. the highest technical marks. **The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up.** On the basis of the combined weighted score for quality and cost, the CA Firm shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be considered for award of contract/ work Assignment.

In the event two or more bids have the same score in final ranking, the bid with highest technical score will be H-1. In such a case, an Evaluated Bid Score (B) will be calculated for each responsive Bid using the following formula, which permits a comprehensive assessment of the Bid price and the technical merits of each Bid.

**Illustrations: -**

As an example, the following procedure shall be followed. In a particular case of selection of CA Firm, it was decided to have minimum qualifying marks for technical qualifications as **75 (Seventy Five)** and the weightage of the technical bids and financial bids was kept as 70: 30 (Seventy: Thirty). In response to the RFP, three proposals, A, B & C were received. The technical evaluation committee awarded the following marks :

A: 75 Marks

B: 80 Marks

C: 90 Marks

The minimum qualifying marks were **75 (Seventy Five)** thus, all the three proposals were found technically suitable. Using the formula T/T-high, the following technical points are awarded by the evaluation committee:

A:  $75/90 \times 100 = 83$  points

B:  $80/90 \times 100 = 89$  points

C:  $90/90 \times 100 = 100$  points

The financial proposals of each qualified consultant were opened after notifying the date and time of bid opening to the successful participants. The price evaluation committee examined the financial proposals and evaluated the quoted prices as under:

A: Rs.120.

B: Rs.100.

C: Rs.110.

Using the formula C-low/C, the committee gave them the following points for financial proposals:

A:  $100/120 \times 100 = 83$  points

B:  $100/100 \times 100 = 100$  points

C:  $100/110 \times 100 = 91$  points

In the combined evaluation, thereafter, the evaluation committee calculated the combined technical and financial score as under:

Proposal A:  $83 \times 0.30 + 83 \times 0.70 = 83$  points.

Proposal B:  $100 \times 0.30 + 89 \times 0.70 = 92.3$  points

Proposal C:  $91 \times 0.30 + 100 \times 0.70 = 97.3$  points.

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 83 points: H-3

Proposal B: 92.3 points: H-2

Proposal C: 97.3 points: H-1

Proposal C at the evaluated cost of Rs.110 (Rupees One hundred and ten) was, therefore, declared a winner and recommended for negotiations/approval, to the competent authority.

**Note:- In case of more than one CA firm securing equal marks, the following sequence shall be adopted for selection:**

- a) Firms/LLPs of Chartered Accountants with longer experience shall be given preference based on the year of registration with the Institute of Chartered Accountants of India (ICAI).

- b) Firms/LLPs with a higher number of Fellow and/or Associate Members of the Institute of Chartered Accountants as Partners of the Firm/ LLP shall be given preference.
- c) Firms/LLPs of Chartered Accountants with higher number of experiences of Book keeping & Accounting assignments in Central Autonomous Body (non-profit organisation) shall be given preference.

**13) Technical Score**

The Technical Score is based on overall suitability and experience to carry out the proposed work. The Technical Score for Quality of CA Firm shall be worked out as per the details given in Table below and score assigned as Technical Score. **(The Minimum Technical Score for qualification eligibility of the Bidder shall be 50).**

- 14)** The quotations will be evaluated comprehensively on QCBS basis for award of work as **“Hiring of CA Firm for centralised Accounting and Taxation work of 11 Institutes of NPTI at Corporate Office, Faridabad” for a period of two years.**
- 15) Price for assignment** -The price for the accounting work assignment shall be quoted and attached by the CA firm/ LLP in **Annexure-4 - “FINANCIAL QUOTATION FORMAT”**. Fee/ remuneration shall remain “FIRM” and fixed in all respects during the Contract period of 2 years as per the Terms & Conditions and shall be inclusive of all taxes, duties & levies, professional tax etc. as applicable on the date of issue of award letter. The prices shall be deemed to cover the full scope of work as aforesaid including man-day charges. Statutory variations, after issue of award letter in taxes/duties/levies by the Govt. will be adjusted/ reimbursed against production of documentary evidence.
- 16)** The payment shall be released to CA firm on monthly basis after deduction of applicable Taxes /TDS/TDS-GST/Security Deposit etc. The CA firm shall submit its monthly bill of preceding month upto 7<sup>th</sup> of the next month for release of Payment. The payment shall be released by NPTI, Finance Division by 20<sup>th</sup> of the same month.
- 17) Payment of TA/DA** -No TA/ DA shall be paid separately for visit to NPTI,Corporate Office, Faridabad/NPTI-Badarpur, New Delhi or any other location within National Capital Region (NCR). However, for visiting Regional Institutes/outstation for GST & Income Tax offices etc., travelling expenses and DA shall be paid extra as per applicable TA Rules of NPTI (for CA /Partner equivalent to Assistant Director level and for other staff equivalent to Group-C level employees of NPTI) on submission of supporting documents/proofs.
- 18) Mode of payment:** All payment shall be made through NEFT/RTGS/Net Banking. In this regard CA Firm has to submit their Bank Accounts details in the prescribed format attached as **Annexure-9 -“PARTICULARS OF BANK ACCOUNT OF CA FIRM”** along with the bid.
- 19) Out of pocket/Incidental Expenses:** No incidental expenses/out-of-pocket expenses, Conveyance Charges or any other incidental expenses shall be paid for the said assignment.
- 20)** The assignment of hiring of Chartered Accountant firm for “Hiring of CA Firm for centralised Accounting and Taxation work of 11 Institutes of NPTI at Corporate Office” shall be for a period of two years from issue of award letter.

- 21) **Termination of Assignment** - The assignment can be terminated by NPTI at any time with one month notice without assigning any reason and NPTI shall not be liable for any loss or damage to the hired Chartered Accountant/firm due to such termination.
- 22) If the CA firm withdraws his services in between the contract period of 2 years, then NPTI will forfeit CA Firms Security Deposit and can get the work done from another Chartered Accountant firm.
- 23) The Chartered Accountant Firms/LLPs shall be free from any disqualification under the Companies Act, 2013. The partners holding Certificate of Practice issued by Institute of Chartered Accountants of India shall be in whole time practice.
- 24) The Chartered Accountant Firms/LLPs shall ensure that data given to them by the NPTI and any information generated from the data provided shall not be used for any other purpose.
- 25) **Penalty Clause** - If the Chartered Accountant firm does not perform the accounting work / services as per the time schedule and within the stipulated period as intimated by NPTI, penalty @ 5% of the annual fees shall be charged to them.
- 26) The appointed CA firm shall maintain the integrity & confidentiality and shall not share any financial or non-financial information, documents or any other data of NPTI to any outsiders/Third parties.
- 27) The NPTI management reserves the rights to amend, modify or alter any or all the terms & conditions of this offer/bid documents.
- 28) In case of any deviation, discrepancy, or conflict between the terms and conditions stipulated on the GeM Portal and the NPTI Special Terms and Conditions, the NPTI Special Terms and Conditions shall prevail.
- 29) **Pre-requisites documents/certificates to be attached/submitted by the bidder** - Documentary evidences of all the information as stated above are to be furnished along with the offer.
- a) Proof of Office Address of the CA firms in Delhi/NCR.
- b) Copy of Registration Certificate issued by Institute of Chartered Accountants of India showing details of registration no. & date, office addresses and details of partners. **Basic information of the CA Firm is to be submitted by the bidder in the prescribed format attached as Appendix-A.**
- c) Copy of Letter of Award/Appointment Letter and Completion Certificate in support of completion of such assignments till year ended 31st March, 2025. **Information in respect of experience of the CA Firm is to be submitted by the bidder in the prescribed format attached as Appendix-B.**
- d) All pages of offers & documents to be attached are to be signed by the partner/owner of the Firm along with affixing seal of the Firm.
- e) Fees for the Accounting work assignment shall be quoted by the CA firm in the prescribed format at of **"Financial Quotation Format"** attached as **Annexure-4.**

- f) Declaration on the Letterhead of the CA firm for insolvency & bankruptcy as per Performa mentioned in **Annexure-5**.
- g) Self-declaration by the bidder on their Letter head regarding furnishing the true & correct information and also to abide by the Terms & Conditions of the bid documents set by the NPTI in the Performa mentioned in **Annexure-6**.
- h) Self-declaration by the bidder on their Letter head certifying that CA Firm has not been banned/de-listed/de-barred from business by any PSU/Govt. Department during the last 03 (three) years as per Performa mentioned in **Annexure-7**.
- i) Bidder has to submit the details of their total experience and Partners information for evaluation of the bid in the Performa mentioned in **Annexure-8** alongwith **Appendix-A, Appendix-B & Appendix-C**.
- j) Bank Accounts details in the prescribed format attached as **Annexure-9 -“PARTICULARS OF BANK ACCOUNT OF CA FIRM”**
- 30) All legal disputes are subject to the jurisdiction of Faridabad (Haryana) Court only.
- 31) The Quotations received after closing date shall not be considered on GeM portal under any circumstances. The Institute will not be responsible for delay by the bidder/CA Firm.
- 32) The offer Submitted through Email/other-media shall not be considered and no correspondence will be entertained in this matter.
- 33) Financial Quotation must be submitted in the prescribed Performa (enclosed as **Annexure-4**) duly signed and stamped by the Partner/ authorized representative of the CA Firm and upload the same on GeM Portal.
- 34) In case of any discrepancy or ambiguity between the price entered in the uploaded **Financial Bid (PDF)** and the price entered on the GeM Portal interface, the price entered on the GeM Portal interface shall be treated as the valid offer for the purpose of financial bid evaluation.
- 35) For any clarification, the bidder/CA firm may contact **Piyush Kumar Singh, Dy. Director, NPTI, Corp. Office, Faridabad** on Mob. No.- 6307500917.
- 36) **Opening of bids**-All bids received on GeM Portal shall be opened after closing of tender.
- 37) **EARNEST MONEY DEPOSIT (EMD)/ CPG**
- (a) The bidder shall submit, the requisite Bid Security / EMD @ 5% of estimated cost i.e. **Rs.1,41,600/- (Rupees One Lakh Forty One Thousand Six Hundred Only)**. Bid security / EMD may be deposited in the form of online through RTGS/Internet Banking in Beneficiary (NPTI bank a/c) as details given below:
- Name: National Power Training Institute**  
**Account No: 10724879119**  
**IFSC Code: SBIN0003245**  
**Bank Name: State Bank of India**  
**Branch Name: Sarai Khawaja, Faridabad**
- (b) Bidder must upload the details of online deposited EMD in the enclosed Proforma (**Annexure-10**).

- (c) Eligible MSME shall be exempted from EMD as per rules .
- (d) The successful bidder (L1) shall have to submit CPG (Contract Performance Guarantee) @5% of the awarded cost for a duration of 30 months through R TGS/Internet Banking in favour of National Power Training Institute.

### **37.1 FORFEITMENT OF EMD**

The Bid Security / EMD shall be forfeited in the following conditions:-

- (i) If Bidder withdraws its bid or varies any terms & conditions, without the consent of the Employer, during the period of Bid validity specified by the bidder; or
- (ii) If the bidder indulges in Corrupt, Fraudulent, Collusive or Coercive practices).

### **38) PERIOD OF VALIDITY OF BID.**

- i) The bid will remain valid for a period of 120 Days (One Hundred Twenty) from the date of opening of the bid. In case the validity given is for a lesser period, the Bid shall be treated as non responsive.
- ii) In exceptional circumstances, the Employer may solicit the Bidders' consent to an extension of the bid validity period. The request and responses thereto shall be made in writing. If a Bidder accepts to Prolong the period of validity the bid security shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

### **39) CORRUPT, FRAUDULENT, COLLUSIVE OR COERCIVE PRACTICES.**

It is expected from the Bidders that they will observe the highest standard of ethics during the service and execution of this contract and shall not indulge in any corrupt fraudulent practices. In pursuance of this policy:

- (a) For the purpose of this provision, the terms set forth below shall mean as under:
  - (i) "Corrupt practice "means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "Fraudulent practice "means a misrepresentation/ omission of facts in order to influence a procurement process or the execution of a contract.
  - (iii) "Collusive practice" means a scheme of arrangement between two or more Bidders, with or without the knowledge of the Employer, designed to establish bid prices at artificial, non-competitive levels; and

- (iv) "Coercive practice" means harming or threatening to harm, directly or indirectly, person or their property to influence their participation in a procurement process or affect the execution of a contract.
- (b) A Bid may be rejected by the Employer, if it is determined at any stage that the respective Bidder has engaged in corrupt, fraudulent, collusive and coercive practices or default commitment.

#### **40) BANNING OF BUSINESS DEALINGS**

It is not in the interest of NPTI to deal with the Firms/Agencies who commit deception, fraud or other misconduct in the tendering process and/or during execution of work undertaken. The grounds on which Banning of Business Dealings can be initiated are as follows:

- i) If the security consideration, including questions of loyalty of the Firm/Agency to NPTI so warrants;
- ii) If the owner of the Firm/Agency, proprietor or partner of the firm, is convicted by a court of law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises, during last five years;
- iii) If the Firm/Agency has resorted to Corrupt, Fraudulent, Collusive, Coercive practices including misrepresentation of facts and violation of the any provisions of the Contract.
- iv) If the Firm/Agency uses intimidation / threatening or brings undue outside pressure on NPTI or its official for acceptance / performances of the job under the contract;
- v) If the Firm/Agency misuses the premises or facilities of the NPTI, forcefully occupies or damages the NPTI's properties or tampers with documents/ records etc.
- vi) If the Firm/Agency does not fulfill the obligations as required under the Contract and Violates terms & conditions of the contract which has serious affect for continuation of the Contract.
- vii) If the work awarded to the firm/agency has been terminated by NPTI due to poor performance of the contract in the preceding 5 years.
- viii) If the Central Vigilance Commission, Central Bureau of Investigation or any other Central Government investigation Firms/Agency recommends such a course in respect of a case under investigation or improper conduct on firms/agency's part.
- ix) On any other ground upon which business dealings with the Firm/Agency is not in the public interest.
- x) If business dealings with the Firm/Agency have been banned by the Ministry of Power, Government of India OR any PSU/ any other authority under the MOP if intimated to NPTI or available on MOP Website, the business dealing with such agencies shall be banned with immediate effect for future business dealing.

## **41) CANCELTION/WITHDRAWL INVITATION OF BID**

The Employer reserves the right to accept or reject any bid, or cancel/ withdraw invitation to Bid for any reason including National Defense and security conditions, and annul the Bidding process and reject all bids at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or Bidders. However, the Bidder(s), who wish to seek reasons for or such decision of cancellation/ rejection, shall be informed of the same by Employer unless its disclosure reasonably could be expected to affect the sovereignty and integrity of India, the security, and strategic, scientific or economic interest of the State, relation with foreign state or lead to incitement of an offence.

### **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. 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.
16. 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---**