

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-02-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-02-2026 15:30:00
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	Ntpc Limited
कार्यालय का नाम/Office Name	Ussc Cpg2 Raipur
कुल मात्रा/Total Quantity	37
वस्तु श्रेणी /Item Category	1 - M3100990309 - 100269103 , 2 - M3100990318 - 100269103 , 3 - M3100990320 - 100269103 , 4 - M3100990269 - 100266636 , 5 - M3100990309 - 100266636 , 6 - M3100990318 - 100266636 , 7 - M3100990319 - 100266636 , 8 - M3100990318 - 100267629 , 9 - M3100990319 - 100267629 , 10 - M3100990309 - 100267629
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	DEWATERING PUMP
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Dewatering Pump(Ntpc)-IS:11501, Styling Chair / Salon Chair / Swiveling Barber Chair, Dewatering Pumps as per IS 10001, Dewatering Polyelectrolyte (DWPE) (GAIL), Submersible Pump Set (Three Phase) (V2) as per IS 8034:2018, Descaling Pump, Self Priming Centrifugal Pump as per IS 5120 , Dosing pump, Submersible Sewerage Pump, Drainage Pump
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Dewatering Pumps as per IS 10001</li> </ul>
बीओक्यू शीर्षक /BOQ Title	Dewatering PUMP
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

<b>बिड विवरण/Bid Details</b>	
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	Certificate (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?</b>	No
<b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>	3
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	3
<b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>	3
<b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>	No
<b>बिड का प्रकार/Type of Bid</b>	Two Packet Bid
<b>प्राथमिक उत्पाद श्रेणी/Primary product category</b>	1 - M3100990309 - 100269103
<b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>	2 Days
<b>निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>अनुमानित बिड मूल्य /Estimated Bid Value</b>	1554813.68
<b>मूल्यांकन पद्धति/Evaluation Method</b>	Item wise evaluation
<b>मध्यस्थता खंड/Arbitration Clause</b>	No
<b>सुलह खंड/Mediation Clause</b>	No

#### ईएमडी विवरण/EMD Detail

<b>आवश्यकता/Required</b>	No
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#### ईपीबीजी विवरण /ePBG Detail

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आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

**एमआईआई के लिए आरक्षित / Reserved for Make In India products**

एमआईआई के लिए आरक्षित / Reserved for Make In India products	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

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

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc.

This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

**मूल्यांकन विधि(मदवार मूल्यांकन विधि) / Evaluation Method ( Item Wise Evaluation Method )**

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

मूल्यांकन अनुसूचियां / <b>Evaluation Schedules</b>	अनुमानित मूल्य / <b>Estimated Value</b>	वस्तु/श्रेणी / <b>Item/Category</b>	मात्रा / <b>Quantity</b>
Schedule 1	76000.00	1 - M3100990309 - 100269103	2
Schedule 2	101694.92	2 - M3100990318 - 100269103	2
Schedule 3	118000.00	3 - M3100990320 - 100269103	2
Schedule 4	69915.30	4 - M3100990269 - 100266636	5
Schedule 5	380000.00	5 - M3100990309 - 100266636	10
Schedule 6	152542.38	6 - M3100990318 - 100266636	3
Schedule 7	293432.25	7 - M3100990319 - 100266636	5
Schedule 8	152542.38	8 - M3100990318 - 100267629	3
Schedule 9	58686.45	9 - M3100990319 - 100267629	1
Schedule 10	152000.00	10 - M3100990309 - 100267629	4

**1 - M3100990309 - 100269103**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

**तकनीकी विशिष्टियाँ / Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

**परिषीती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परिषीती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Uma Shanker Yadav	201008,GSTIN: 09AAACN0255D9ZO National Capital Power Project P.O. VIDYUT NAGAR GAUTAM BUDH NAGAR(U.P.) 201008	2	90

**2 - M3100990318 - 100269103**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

**तकनीकी विशिष्टियाँ /Technical Specifications**

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**परिषीती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	परिषीती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Uma Shanker Yadav	201008,GSTIN: 09AAACN0255D9ZO National Capital Power Project P.O. VIDYUT NAGAR GAUTAM BUDH NAGAR(U.P.) 201008	2	90

**3 - M3100990320 - 100269103**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

**तकनीकी विशिष्टियाँ /Technical Specifications**

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Uma Shanker Yadav	201008,GSTIN: 09AAACN0255D9ZO National Capital Power Project P.O. VIDYUT NAGAR GAUTAM BUDH NAGAR(U.P.) 201008	2	90

**4 - M3100990269 - 100266636**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dinesh Laxmanprasad Sharma	394516,GSTIN: 24AAACN0255D2Z3 NTPC Stores Kawas Gas Power Project P.O. ADITYA NAGAR 394516 SURAT	5	90

**5 - M3100990309 - 100266636**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dinesh Laxmanprasad Sharma	394516,GSTIN: 24AAACN0255D2Z3 NTPC Stores Kawas Gas Power Project P.O. ADITYA NAGAR 394516 SURAT	10	90

**6 - M3100990318 - 100266636**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dinesh Laxmanprasad Sharma	394516,GSTIN: 24AAACN0255D2Z3 NTPC Stores Kawas Gas Power Project P.O. ADITYA NAGAR 394516 SURAT	3	90

**7 - M3100990319 - 100266636**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
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**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Dinesh Laxmanprasad Sharma	394516,GSTIN: 24AAACN0255D2Z3 NTPC Stores Kawas Gas Power Project P.O. ADITYA NAGAR 394516 SURAT	5	90

**8 - M3100990318 - 100267629**

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

**तकनीकी विशिष्टियाँ /Technical Specifications****Specification Document**[View File](#)**BOQ Detail Document**[View File](#)

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Yesh Pal	531020,GSTIN: 37AAACN0255D2ZW NTPC Stores Simhadri Super Thermal Power Project P.O. SIMHADRI 531020 VISAKHAPATNAM	3	90

**9 - M3100990319 - 100267629**

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Yesh Pal	531020,GSTIN: 37AAACN0255D2ZW NTPC Stores Simhadri Super Thermal Power Project P.O. SIMHADRI 531020 VISAKHAPATNAM	1	90

**10 - M3100990309 - 100267629**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

**तकनीकी विशिष्टियाँ /Technical Specifications**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Yesh Pal	531020,GSTIN: 37AAACN0255D2ZW NTPC Stores Simhadri Super Thermal Power Project P.O. SIMHADRI 531020 VISAKHAPATNAM	4	90

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

### 1. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 2. **Scope of Supply**

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

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

Buyer Added text based ATC clauses

1) **NIL DEVIATION CLAUSE-** The sellers who participate in current Tender are deemed to have fully accepted all Terms & Conditions, Technical Specifications, Data Sheets, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids, and the same are supposed to have been taken into consideration while making their Techno-Commercial Bid & Price Bid. Further it is construed that no deviation has been taken by the seller in this regard.

In case any documents/ details/ catalogues are found to have been submitted by the bidder along with its bid, which is in contravention to buyer's bidding documents, those will not be taken into cognizance and will stand automatically withdrawn.

2) **All post award communication/grievance will be addressed to consignee at email id:-**

**NTPC DADRI Store: [storeincharge-dadri@ntpc.co.in](mailto:storeincharge-dadri@ntpc.co.in), [ssantoshkumar@ntpc.co.in](mailto:ssantoshkumar@ntpc.co.in)**

**Kawas Gas Store: [storeincharge-kawas@ntpc.co.in](mailto:storeincharge-kawas@ntpc.co.in), [dineshsharma50@ntpc.co.in](mailto:dineshsharma50@ntpc.co.in)**

**NTPC Simhadri Stores: [storeincharge-simhadri@ntpc.co.in](mailto:storeincharge-simhadri@ntpc.co.in), [yeshpal@ntpc.co.in](mailto:yeshpal@ntpc.co.in)**

In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id :- [vendor\\_grievance\\_cpg2@ntpc.co.in](mailto:vendor_grievance_cpg2@ntpc.co.in)

3) **Common IP Addresses:** Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

4) **Risk purchase:** In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.

5) Pre-bid queries/ representation raised in GeM shall only be replied in GeM only.

### 6) **Vendor Code for Creation of regularizing SAP PO in NTPC:**

Bidders kindly note that NTPC shall create a regularizing SAP PO (internal PO) against respective gem contract for payment purposes. Following details will be used for creation of a regularizing SAP PO, as applicable.

(i) If vendor code matching with PAN/GSTIN is already available in NTPC records.

In this case, vendor's existing vendor code in NTPC shall be used and payment shall be released to vendor's existing bank account as updated in NTPC records.

(ii) If the bidder is a new vendor and does not have a vendor code in NTPC:

In such cases, NTPC shall create a vendor code as per vendor's details (including bank details) fetched from GeM portal only, at the time of creation of Vendor Code. Payment shall be released accordingly.

7) MSE benefit shall be given as per following conditions:

(A) In case of procurement of goods / services, preferences to MSEs whose quoted prices are within L1 (non-MSEs) +15% range (subject to matching of L1 price) will be given in the following order:

a) SC-ST Women MSEs

b) SC-ST other than Women MSEs

c) Women MSEs

d) Other MSEs

The MSE order quantity will be as per following:

i. Where the requirement is Not-Splittable: 100% of contract quantity will be awarded to MSEs.

ii. Where the requirement is Splittable: 25% of contract quantity will be awarded to MSEs. In case of more than one MSEs (for the same category) are within range of

L1+15% price, then 25% of tendered quantity will be divided equally amongst them.

NOTE- 1. If L1 bidder is MSE, then purchase preference is not applicable.

(B) If as per bid conditions, Performance Bank Guarantee (PBG) is applicable in this case, then in that case, Performance Bank Guarantee (PBG) shall be 2.5% of contract value in place of original 5% of contract value for all MSE-SC-ST or MSE-Women vendors on whom order is placed.

**8) NTPC Enlisted vendors for the Material Eligible Vendors for 31MEG-02B(SUBMERSIBLE PUMPS FOR NON SLURRY APPLICATION) with Average Annual Turn Over (AATO) & EC (Execution Capability) equal to or more than ₹ 895889.93 can only participate in this tender. Others (including traders/ dealers) shall not be considered. Applications by vendors not meeting these criteria shall be rejected during technical evaluation.**

9) The enlistment of the bidders should be valid as on either the date of Issue of NIT or the actual date of bid opening.

10) If non enlisted/rejected vendors are interested to participate, can do so in future tenders first by enlisting themselves for the respective product category (MEG). They shall have to visit NTPC CPC website [www.vendor.ntpc.co.in](http://www.vendor.ntpc.co.in) and submit online application against items/services (Material /Contract Enlistment Groups) of their choice. If they meet the criteria stipulated in the Qualifying Requirement, they shall be enlisted in line with the Terms and Conditions of enlistment.

11) All participating vendors in this tender shall submit their latest enlistment certificate issued to them with mention of AATO & EC values for the item category (MEG) or submit any other proof of their enlistment in which AATO & EC along with MEG is mentioned. Else, vendors may also attach the mail sent to them by the C&M /buyer department for participation in this specific tender.

12) In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.

## 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.**

यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by 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---**