

**बिड दस्तावेज़ / Bid Document**

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	06-03-2026 14:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	06-03-2026 14:30:00
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	Cg
कुल मात्रा / Total Quantity	4
वस्तु श्रेणी / Item Category	HYD RAM W/HAND FP , PETROL DRVN CHAINSAW, 5.5HP
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PETROL DRVN CHAINSAW,5.5HP
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Petrol Powered Circular Saw (NDRF), All in One PC (V2), Jerrycans as per IS 8996, Internal Combustion Engine Crankcase Oils for Automotive Application (V2) Conforming to IS 13656, High Pressure Breathing Air Compressor Petrol Engine Driven, File/Folder (V3), Ready Mixed Paint, Marking, f Packages and Petrol Containers - IS 138, Portable Power Generators, Bovine Albumine, XLPE Cable for Working Voltage up to and Including 1.1 KV as per IS 7098 (Part 1)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Chain Saw</li> </ul>
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	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (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 मेन् 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
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
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
प्राथमिक उत्पाद श्रेणी/Primary product category	HYD RAM W/HAND FP
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

**ईएमडी विवरण/EMD Detail**

आवश्यकता/Required	No
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**ईपीबीजी विवरण /ePBG Detail**

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 a 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 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 Mic 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 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 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>	वस्तु/श्रेणी / <b>Item/Category</b>	मात्रा / <b>Quantity</b>
Schedule 1	Hyd Ram W/hand Fp	2

Schedule 2

Petrol Drvn Chainsaw, 5.5hp

2

**HYD RAM W/HAND FP ( 2 set )****(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)****तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Abhimanyu	224238,Tanda Thermal Power Project P.O. VIDYUT NAGAR AMBEDKARNAGAR 224238 AMBEDKARNAGAR	2	90

**PETROL DRVN CHAINSAW, 5.5HP ( 2 set )****(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)****तकनीकी विशिष्टियाँ /Technical Specifications**

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	<a href="#">Download</a>
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**प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity**

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Abhimanyu	224238,Tanda Thermal Power Project P.O. VIDYUT NAGAR AMBEDKARNAGAR 224238 AMBEDKARNAGAR	2	90

**क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions****1. Generic**

**OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contract rates. The delivery period of quantity shall commence from the last date of original delivery order and in case where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be  $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$ , subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

**2. Scope of Supply**

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

**3. 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.

**4. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regard. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**5. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

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

**6. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Procurement of Hydraulic Ram and Petrol Driven Chainsaw for CISF unit at NTPC Tada**

<b>SPECIAL PURCHASE CONDITIONS (SPC)</b>		
(The conditions in this section will supersede any other related conditions anywhere else in this tender document)		
<b>Special Purchase Conditions - Volume II Section I</b>		
<b>1.0</b>	<b>INTRODUCTION</b>	NTPC Limited, a Govt. of India Enterprise is referred to herein as the "Employer", intends to engage an agency for supply of Goods and related services as per specifications, scope of work as detailed in the Bidding documents.

2.0	<b>GENERAL INFORMATION</b>	The prospective bidders are invited to submit a "Techno Commercial Bid" and "Price Bid" for the package on GeM portal.
3.0	<b>CONTENT OF BIDDING DOCUMENTS</b>	<p>The Items and Services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents.</p> <p>The bidding documents include the following Section/documents:</p> <ul style="list-style-type: none"> <li>(a) Technical specification as per given in this GeM bid (TS)</li> <li>(b) Special Purchase Conditions (SPC)</li> <li>(c) General Purchase Conditions (GPC)</li> <li>(d) Annexures and Forms &amp; Formats along with policies/declarations</li> <li>(e) General terms and conditions on GeM (GTC)</li> </ul> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information/declaration required as per the bidding documents or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.</p> <p>The terms and conditions stipulated in TS will supersede those in the GPC, SPC and GTC. The terms and conditions stipulated in SPC (As per provision in GeM) will supersede those in GPC and GTC. The terms and conditions stipulated in GPC will supersede those in GTC.</p>
4.0	<b>TYPE OF BIDDING</b>	Single stage Two Envelope
5.0	<b>REVERSE AUCTION</b>	<p>Not Applicable</p> <p>(In case of Tie GeM RA is applicable)</p>
6.0	<b>PRICE BASIS</b>	<p>F.O.R. DESTINATION BASIS (NTPC RESPECTIVE STORES BASIS as per provision on GeM portal)</p> <p>Consignee address for respective item given on the GeM portal.</p>
7.0	<b>Tender Fee</b>	Not Applicable
8.0	<b>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY</b>	Not Applicable

9.0	<b>CONFIRMATION OF BG S ( CONTRACT PERFORMANCE GUARANTEE) THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT</b>	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided above</p> <table border="1" data-bbox="707 445 1517 860"> <tr> <td data-bbox="707 445 812 530">i</td> <td data-bbox="812 445 1070 530">Bank Name</td> <td data-bbox="1070 445 1517 530">ICICI BANK LTD.</td> </tr> <tr> <td data-bbox="707 530 812 616">ii</td> <td data-bbox="812 530 1070 616">Branch</td> <td data-bbox="1070 530 1517 616">CONNAUGHT PLACE BRANCH</td> </tr> <tr> <td data-bbox="707 616 812 775">iii</td> <td data-bbox="812 616 1070 775">Bank address</td> <td data-bbox="1070 616 1517 775">9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001</td> </tr> <tr> <td data-bbox="707 775 812 860">iv</td> <td data-bbox="812 775 1070 860">IFSC Code</td> <td data-bbox="1070 775 1517 860">ICIC0000007</td> </tr> </table> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</p> <p>Field Number: Particulars (to be mentioned in Row 1)</p> <p>7037: NTPCBG (unique identifier)</p>	i	Bank Name	ICICI BANK LTD.	ii	Branch	CONNAUGHT PLACE BRANCH	iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001	iv	IFSC Code	ICIC0000007
i	Bank Name	ICICI BANK LTD.												
ii	Branch	CONNAUGHT PLACE BRANCH												
iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001												
iv	IFSC Code	ICIC0000007												
10.0	<b>VALIDITY OF OFFER</b>	<b>120 days</b> from the date of opening of the 'Technical & Commercial Bid' by NTPC												
11.0	<b>TRANSFER OF BID DOCUMENTS</b>	Not applicable												
12.0	<b>ELIGIBILITY REQUIREMENTS</b>	Not Applicable												
13.0	<b>NIL DEVIATION CERTIFICATE</b>	This is a non-negotiable tender to the extent possible and any deviation on any condition(s) of this SPC shall render the bid non responsive. The agency has to submit the <b>Certificate of "NIL" Deviation</b> as per the attached Performa below												
14.0	<b>COMPLIANCE ON QUALIFYING REQUIREMENTS</b>	Not Applicable												
15.0	<b>JURISDICTION</b>	Raipur												

16.0	<b>PLACE OF ARBITRATION</b>	New Delhi, India
17.0	<b>INSURANCE</b>	Bidder shall be responsible for transportation and safe delivery of material.
18.0	<b>FREIGHT</b>	Bidder shall be responsible for transportation and safe delivery of material at NTPC Stores
19.0	<b>DELIVERY AND COMPLETION SCHEDULE</b>	<b>Within 90 Days from the date of PO placement</b>
20.0	<b>PAYMENT TERMS</b>	<b>100% within 30 days of receipt and acceptance of material at NTPC stores.</b>

21.0	<b>Performance Bank Guarantee (PBG)</b>	<p>The successful bidder shall be required to furnish the Performance Bank Guarantee (PBG) for an amount equal to 5 % of total order value as per NTPC format against each SAP order. PBG should be valid for a period of “delivery period + warranty period+ claim period of months”.</p> <p><b>NOT APPLICABLE</b></p> <p>a. Within thirty (30) days of the receipt of GEM contract from the Employer, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below:</p> <p style="padding-left: 40px;">i) CPG may be submitted as an irrevocable Bank Guarantee as per the given below format from any Nationalized bank / Scheduled Bank, mentioned on GeM portal.</p> <p>b. Failure of the supplier to submit the above mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and incident may be raised in GEM for suitable action.</p> <p># Performance Bank Guarantee / Security Deposit shall be 2.5% of contract value in place of original 5% of contract value for all MSE-S-ST or MSE-Women vendors on whom order shall be placed.</p> <p># Bank Guarantee [other than Bid Security] up to INR 1,00,000/- (Rupees One Lac only) must be submitted through Electronic Fund Transfer (EFT). (Help document: <a href="#">Manual_v2.pdf</a>)</p> <p># Bank Guarantees against Performance securities may be submitted in the form of e-BG.</p>
22.0	<b>TAXES &amp; DUTIES</b>	<p>Inclusive as per provision on GeM portal.</p> <p>The HSN code of the material to be provided by the bidder in the offer along with item wise GST applicable rates. Based on this information provided in the offer SAP regularizing PO shall be issued in reference to the GeM contract issued on successful bidder. The SAP regularizing PO is required for raising inspection call on our team portal and for payment procedure in the NTPC SAP system.</p>
23.0	<b>WARRANTY / GUARANTEE/DEFECT LIABILITY PERIOD</b>	<p>12 Months from date of use or 18 Months from date of supply whichever expires earlier</p>

24.0	<b>INSPECTION</b>	<p><b>PDI shall be carried out by NTPC RIO/CISF Representative at Vendor's works</b></p> <p>Pre-Dispatch Inspection (PDI) shall be done by NTPC as per P.O. terms &amp; conditions and approved Quality Plan. Standard Quality Plan (SQP) is enclosed for acceptance by agency.</p> <p><b>Vendor should mention in their offer the place where PDI will be carried out by RIO, NTPC.</b></p> <p><b>All testing charges shall be in the scope of agency</b></p>
25.0	<b>INTEGRITY PACT</b>	Not Applicable
26.0	<b>Evaluation Criteria</b>	<p><b>As per provision on the GeM portal</b></p> <p>Evaluation: Item wise</p> <p>Splitting : Not Applicable</p>
27.0	<b>Tender specific conditions</b>	<b>Technical specification related terms to be complied in the bid</b>
28.0	<b>Price Adjustments</b>	<b>Not Applicable</b>
29.0	<b>MSE Benefits</b>	<p><b>Benefits under PPP 2012 for MSEs shall be provided for (a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods.</b></p> <p><b>Only Micro and Small Enterprises registered with the following shall be considered for MSE benefits:</b></p> <ul style="list-style-type: none"> <li><b>• Udyam Registration Certificate</b></li> </ul> <p>MSE Bidders (who are seeking EMD exemption and price preference) must attach duly filled and signed <b>Annexure-A1</b> (format given in attachment 2)) along with valid UDYAM registration in their online bid in appropriate folder in GeM failing which MSE benefits may not be extended to them. No further claim in this regard shall be entertained by the Employer.</p> <p><b>Applicability of purchase preference for MSE Bidders:</b> In order to get the purchase preference MSE vendor must apply on the GeM portal &amp; documents to be uploaded in appropriate folder -else portal will not allow the purchase preference and further evaluation shall be done as non MSE bidder. No further claim in this regard shall be entertained by the Employer.</p> <p><b>NOTE:</b></p>

In case of procurement, preferences to MSEs whose quoted prices are within L-1 (non-MSEs) +15% range (subject to matching of L 1 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-Splitable: 100% of tendered quantity will be awarded to MSEs.
- ii. Where the requirement is Splitable: 25% of the tendered contract quantity will be awarded to MSEs

In case of more than one MSEs (for the same category) are within range of L 1 +15 % price, then 25% of tendered quantity will be awarded to the bidder in the order of priority (higher ranked MSE bidder (for the same category) will be given priority).

30.0	<p><b>Preference to Make In India and Eligibility for Participation/ granting of Purchase Preference to Class-I local suppliers- regarding (Refer Annexure I of SPC)</b></p>	<p><b>'Only Class-I local suppliers are eligible to participate in this tender. Minimum Local content for Class I Local supplier is 50 %.</b></p> <p><b>Note:</b> The 'Class-I local supplier ' shall be required to provide, in the <b>Attachment-3</b> (format attached below) of Techno-Commercial Bid along with duly filled excel sheet ITEM WISE MLC DECLARATION BY BIDDER self-certification / declaration that the Item offered meets the local content requirement for 'Class-I local supplier' and shall give details of the location(s) at which the local value addition is made.</p> <p>Declaration in this regard made in GTE shall also be considered</p> <p>False declarations will be dealt in line with the Fraud Prevention Policy and Policy &amp; Procedure for Withholding and Banning of Business Dealings of ITPC. The policy is available online on <a href="https://epro.urentpc.nic.in">https://epro.urentpc.nic.in</a></p> <p><b>A supplier who has been debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Order 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments issued by Department of Industrial Policy and Promotion (DIPP) shall not be eligible for evaluation/preference, as applicable, under the aforesaid procedures for duration of the debarment. The 'Class-I local supplier' shall be required to furnish a confirmation in this regard in the <b>Attachment-3</b> (format attached below) of Techno-Commercial Bid.</b></p> <p>In case a bidder does not submit the aforesaid declaration or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the Bidder is liable not to be considered as a local supplier and may not be eligible for any purchase preference and its bid is liable to be considered non-responsive and may be rejected.</p>
31.0	<b>E-WAYBILL</b>	E WAY BILL if required shall be arranged by the vendor.

32.0	<b>Risk Purchase</b>	<p>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.</p> <p>Further, NTPC shall retain the right of forfeiture of CPG and /or any other action as deemed fit.</p>
33.0	<b>Matching of IP address</b>	<p>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 &amp; shall not be considered for further evaluation.</p>
34.0	<b>Conflict of Interest</b>	<p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> <li>a) they directly or indirectly control, or are controlled by or are under common control of another entity; or</li> <li>b) they have the same legal representative/agent for purposes of their bids; or</li> <li>c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or</li> <li>d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or</li> <li>e) Bidder participates in more than one bid in this bidding process.</li> <li>f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:</li> </ul>

- i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and
- ii) Indian/foreign agent on behalf of only one principal.

For the purposes of this clause the term 'control' shall have the following

meaning:

"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.

**Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.**

**XX.2 Bidders shall certify their compliance to Clause "Conflict of Interest" by**

**accepting the following General Technical Evaluation (GTE)**

"Do you certify full compliance to all provisions of Bidding Document?"

Acceptance of above GTE shall be considered as Bidder's confirmation that

Bidder has read and understood the Clause regarding "Conflict of Interest" and

its bid is in compliance to this clause.

In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited.

In case of a successful bidder, if it is established that the Bidder has not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.

35.0

**Other Conditions (Applicable)**

Any dispute arising out of this contract shall be dealt as per the NTPC dispute resolution policy and procedures with its amendments from time to time.

**The Bidder along with its associate/collaborators/sub-contractors/sub vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website <https://ntpctender.ntpc.co.in> and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.**

The Employer has in place a policy for Debarment from Business Dealings and same is displayed on its tender website <https://ntpctender.ntpc.co.in>. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor. (uploaded on GeM also)

The Bidder and its employees along with its Associate/ Collaborator/ Sub Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website <https://ntpctender.ntpc.co.in/>.

**The bids submitted against this tender construe that bidders are in agreement and accept all the clauses of these policies.**

The bids submitted by the banned/blacklisted agencies by NTPC in past shall be outrightly rejected.

The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without there by incurring any liability to the Affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.

a. MODIFICATION AND WITHDRAW

## AL OF BIDS

The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission

No bid may be withdrawn/ modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder being ineligible for participation in the future tenders issued from NTPC for a period of six (06) months from the date of withdrawal of the bid (for MSE bidders/ Other bidders who has submitted exemption documents) / Bidder's forfeiture of its Earnest Money Deposit (For Non MSE bidders or where BG/EMD has been submitted)

### b. INELIGIBILITY FOR FUTURE TENDERS/ RETENDERS

i) If a bidder after opening of tenders withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of 6 months from the date of withdrawal of the bid .(Applicable for MSE bidders/ Other bidders who has submitted exemption documents)/ Bidder's forfeiture of its Earnest Money Deposit (For Non MSE bidders or where BG/EMD has been submitted)

ii) If a bidder after having been issued the Purchase Order of a package, either does not accept the Purchase Order or does not submit an acceptable Performance Security as per tender provision then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.

		<p>AL OF BIDS</p> <p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission</p> <p>No bid may be withdrawn/ modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder being ineligible for participation in the future tenders issued from NTPC for a period of six (06) months from the date of withdrawal of the bid (for MSE bidders/ Other bidders who has submitted exemption documents) / Bidder's forfeiture of its Earnest Money Deposit (For Non MSE bidders or where BG/EMD has been submitted)</p> <h3>b. INELIGIBILITY FOR FUTURE TENDERS/ RETENDERS</h3> <p>i) If a bidder after opening of tenders withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of 6 months from the date of withdrawal of the bid .(Applicable for MSE bidders/ Other bidders who has submitted exemption documents)/ Bidder's forfeiture of its Earnest Money Deposit (For Non MSE bidders or where BG/EMD has been submitted)</p> <p>ii) If a bidder after having been issued the Purchase Order of a package, either does not accept the Purchase Order or does not submit an acceptable Performance Security as per tender provision then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.</p>
36.0	<b>Bid to be addressed to</b>	GM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018 Email:-dppradhan@ntpc.co.in /

37.0	<b>CONTACT PERSONS / ADDRESS</b>	Mr. Manish Kumar DGM(C&M) NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018	Mr. Gobardhan Birganthia AGM(C&M), NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur Raipur Chhatisgarh-492018
	<b>Email</b>	<a href="mailto:Manishkumar06@ntpc.co.in">Manishkumar06@ntpc.co.in</a>	<a href="mailto:gbirganthia@ntpc.co.in">gbirganthia@ntpc.co.in</a>

#### 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, 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 w 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 bou 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, 201 the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 202 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. an 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 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 प्राधिव 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 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 regard 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 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---