

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	19-08-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	19-08-2026 16:30:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :sudiptodesarkar@ntpc.co.in Buyer Email id: anjut@ntpc.co.in
कुल मात्रा/Total Quantity	805
वस्तु श्रेणी /Item Category	PR_100276689_M9441120902_T/C: K, DUPLEX, CH-AL, 6 MM, 30 MTR_Item-10_Schedule-1 , PR_100276689_M9441125864_T/C: K, DUPLEX, CH-AL, 6 MM, 21 MTR_Item-20_Schedule-2 , PR_100276689_M9441126900_T/C: DUPLEX, K, 8MM, 30M_Item-30_Schedule-3 , PR_100276689_M9441166854_T/C: K, DUPLEX, THERMOCOUPLE_Item-40_Schedule-4
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	T/C: K,DUPLEX,THERMOCOUPLE
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Proteinase K, Muffle Furnace, Mineral Insulated Thermocouple, Duplex Roller Chain-IS:2403, Thermocouple Compensating Cables (V2) ISI Marked To IS 8784, File/Folder (V3), Thermocouple Standards Platinum / Platinum Rhodium, Muffle/Box Furnace (V2), Cap Comforter as per Defence Specification, Benchtop Thermocouple Calibration Furnace (High Temperature Thermocouple Calibration Furnace)/Portable Calibration Furnace
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Mineral Insulated Thermocouple
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC), 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
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?	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	2
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	3
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	PR_100276689_M9441120902_T/C: K, DUPLEX, CH-AL, 6 MM, 30 MTR_Item-10_Schedule-1
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 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
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Item wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
Schedule 1 ईएमडी राशि/EMD Amount (In INR)	21090
Schedule 2 ईएमडी राशि/EMD Amount (In INR)	31808
Schedule 3 ईएमडी राशि/EMD Amount (In INR)	28121
Schedule 4 ईएमडी राशि/EMD Amount (In INR)	18981

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
-------------------	----

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी 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). The EMD Amount will be applicable for each schedule/group selected during Bid creation.

(c).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.

(d).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

NTPC LTD

NTPC Limited,9th Floor, Tower-C, Commercial Complex Plot No:C-03, Central Business District (CBD), Sector-21, Atal Nagar Nava Raipur, Chhattisgarh, Pin Code-492018
(Ntpc Ltd)

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
---	-----

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	25
---	----

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. 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 to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if 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 schedule wise 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 / Evaluation Schedules	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	Pr_ 100276689_ M9441120902_ T/c: K, Duplex, Ch-al, 6 Mm, 30 Mtr_ Item-10_ Schedule-1	165
Schedule 2	Pr_ 100276689_ M9441125864_ T/c: K, Duplex, Ch-al, 6 Mm, 21 Mtr_ Item-20_ Schedule-2	300
Schedule 3	Pr_ 100276689_ M9441126900_ T/c: Duplex, K, 8mm, 30m_ Item-30_ Schedule-3	220
Schedule 4	Pr_ 100276689_ M9441166854_ T/c: K, Duplex, Thermocouple_ Item-40_ Schedule-4	120

PR_ 100276689_ M9441120902_ T/C: K, DUPLEX, CH-AL, 6 MM, 30 MTR_ Item-10_ Schedule-1 (165 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Bharath N	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	165	90

PR_ 100276689_ M9441125864_ T/C: K, DUPLEX, CH-AL, 6 MM, 21 MTR_ Item-20_ Schedule-2 (300 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
---	--------------------------

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	Bharath N	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	300	90

PR_100276689_M9441126900_T/C: DUPLEX, K, 8MM, 30M_ Item-30_ Schedule-3 (220 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
--	--------------------------

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	Bharath N	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	220	90

PR_100276689_M9441166854_T/C: K, DUPLEX, THERMOCOUPLE_ Item-40_ Schedule-4 (120 pieces)

(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
--	--------------------------

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

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Bharath N	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	120	90

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

1. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

2. Generic

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added Bid Specific Terms and Conditions	
	Buyer Added Bid Specific ATC
	(PR- 100276689)

1	NTPC has enlisted certain vendors for the tendered items for Material Enlistment Group MEG: 94MEG-10, Name:" Vendor Enlistment for "Thermocouples (94MEG-10)" * Offers from the bidders who have been enlisted by NTPC as said above shall only be considered subject to meeting AATO (Average Annual Turnover) and EC (Execution Capability) equal to or more than Rs. 51,63,474.00. * Offers from vendors not meeting the above criteria shall not be evaluated and shall be rejected. * The enlistment of the bidders should be valid as on the date of issuance of NIT. * 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. If non-enlisted/rejected vendors are interested in participating, they can do so in future tenders first by enlisting themselves for the respective product category (MEG). They shall have to visit the NTPC CPC website, www.vendor.ntpc.co.in, and submit an 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.
2	Nil deviation clause for all schedules: Compliance to ALL provisions of the bidding document (Nil Deviation bid) is mandatory which is to be accepted through the "Seller undertaking" during submission of offer by the seller in GeM. Through their acceptance, the seller undertakes the following: "1. With reference to our bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard. 2. We understand that in case the Products and/or Services offered do not meet the technical requirements, then our bid shall be rejected as Technically non-responsive. We also confirm that in case we refuse to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive. We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited".

3	If any seller/bidder has any clarification against technical specification 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 the time period after bid publication as allowed by GeM. Clarification asked through any means other than above, may not be considered by NTPC.
4	Bidder may quote as per "Technical Specification" and/ or spec sheet attached for each line item/ schedule. In case of any contradiction between Category/ BOQ Item description and "Technical Specification" of the item(s) attached in the tender, TECHNICAL SPECIFICATION OF THAT ITEM SHOULD BE CONSIDERED FOR THE SUBMISSION OF OFFER AND SAME SHALL BE CONSIDERED FOR EVALUATION PURPOSE AT OUR END. The details mentioned in the detailed Technical specification shall be considered final for the offer/ bid/ technical evaluation. Bidder has to quote make and model in GeM as per option available in GeM during submission of offer after meeting all the technical specification of tender. After opening of bids, any change in vendor's quoted make or model in their bid cannot be done and any such request will be rejected. In the event of an order, vendor's quoted make and model in their bid will also get automatically populated in the GEM Purchase order. Also, MSE & MII benefits will be given exclusively based on documents submitted in reference to the "quoted make and model" submitted in the GeM bid.
5	Guarantee/Warranty: 12 months from the date of use/commissioning or 18 months from the date of supply, whichever is earlier. (The Guarantee/ Warranty Terms and Conditions shall be applicable to the material supplied against the PO. No separate Guarantee/ Warranty Certificate is required to be submitted by the Supplier along with the material. The Guarantee / Warranty terms and condition shall be binding on the supplier). If any higher Guarantee/warranty mentioned in the technical specification the same shall be applicable.
6	Common IP Addresses: - Bidders may please note that GeM is capturing and presenting to the buyer 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.
7	During techno-commercial evaluation of offer, clarification/ reply to the queries (if asked by NTPC) given by bidder will be considered an integral part of the GeM purchase order and the vendor will be liable to execute the PO also in accordance with the same. Furthermore, in the event subsequent clarification(s)/query(ies) are sought and bidder fails to respond or responds with incorrect / inadequate or non-compliant information, the bid will be liable to be rejected. Subsequent representation(s) may not be accepted in such cases.
8	All post award communication/ grievance will be addressed to consignee at email id: storeincharge-rihand@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.
9	Payment terms: The payment shall be released after successful delivery and acceptance at site.
10	<u>Make in India (MII):</u> Local content' means the amount of value added in India which shall be th

e total value of the goods, services or works procured (excluding net domestic indirect taxes) minus the value of imported content in the goods, services or works (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above:

i. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.

ii. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.

iii. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/ refurbished/ rebranded imported products is as follows:

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabelling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

iv. To ensure that imported items sourced locally from resellers/ distributors are excluded from calculation of local content, bidder to furnish the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/ royalties paid/ technical expertise cost etc. sourced from outside India.

For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

v. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content. **In such tenders, bidders should quote percentage of local content against each item of the bid.**

In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise.

If negotiation happens with the L1 bidder, the margin of purchase preference (L1+20%) should be calculated based on the original L1 price, not the lower negotiated price, and such eligible Class-I Local Suppliers shall be called to match the new negotiated L1 price as per procedure mentioned above.

*Declaration of Local Content is a self-certification which is submitted by a bidder clearly indicating the following details (**Annexure-8**):*

- *Description of Goods and Services offered.*
- *Whether meeting Class-I/Class-II/Non-Local Supplier as per tender terms and conditions.*
- *Location at which local value addition is made.*

In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local Content in their bid, same shall be treated as false declaration. In such cases, a penalty up to 10% of the contra

ct value may be imposed. However, contract once awarded shall not be terminated on this account.

A supplier who has been debarred / banned/ **suspended in GeM/ tendering portal** by any other procuring entity for violation of PPP-MII Order shall not be eligible for evaluation/ preference, as applicable for the duration of the debarment. A confirmation in this regard shall be submitted by the Bidder along with the bid. In case of debarment by NTPC, such Supplier shall not be eligible for evaluation. In case of debarment by any other entity except NTPC, such Supplier shall not be eligible for preference.

Complaints pertaining to Local content declaration/value addition, if any, may be addressed by the complainant to the committee constituted by MoP, for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints. The composition of the committee is as specified in MoP Order ref. no. A-1/2021-FSC-Part(5) dated 16.11.2021.

In case of complaint made by any bidder to the Standing Committee constituted by MoP, the tendering process will continue unless there is specific instruction/communication from the Standing Committee/MoP/CEA to put the tendering process on hold.

Annexure 8: Declaration regarding Local Content as per the Employer's format, for granting of purchase preference/ acceptance as Class-I/ II Local Supplier:

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/ bid is liable to be considered non-responsive and may be rejected.

Bidders (in case manufacturers) are required to submit any of the following documents viz. Latest Annual Report or NSIC / SSI / BIS License/ ISO Certificate / Any Other Statutory Document as a proof of manufacturer of the offered product. In case bidder is a dealer/ trader, they are required to submit Declaration of Local Content duly signed by manufacturer along with submission of proof of manufacturing as elaborated above. For tenders having lumpsum/ package evaluation involving supply of multiple items, weighted average of all items to be taken while calculating the local content of the package.

!

Class-I local suppliers (MLC **50%**) only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids.

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 a conflict of interest with one or more parties in this bidding process, if:

- a) they directly or indirectly control, or are controlled by or are under common control of another entity; or
- b) they have the same legal representative/agent for purposes of their bids ; or
- 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
- 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
- e) Bidder participates in more than one bid in this bidding process.
- 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:
 - 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.

Vendor has to submit CONFLICT OF INTEREST declaration in bid during submission offer as detail as "We confirm that we have read and understood the Buyer Added Bid Specific ATC Clause regarding "Conflict of Interest" and our bid is in compliance to this clause. In case it is established that we have provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited. We also understand that in case we become successful bidder, if it is established that we have 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."

Note: Policy for Debarment from Business Dealings available at "https://ntpc.co.in/sites/default/files/policy- documents/Policy_for_Debarment_from_Business_Dealings.pdf".

CONFLICT OF INTEREST DECLARATION FORM

..... PACKAGE FOR

..... PROJECT BIDDING DOCUMENT NO.

..... (Compliance to "Conflict of Interest" provisions)

We confirm that we have read and understood the ITB* Clause regarding "Conflict of Interest" and our bid is in compliance to this clause.

	In case it is established that we have provided any false information in pursuance of the aforesaid ITB* Clause, while competing for this contract, the n our bid shall be rejected and bid security shall be forfeited. We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid ITB 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.
12	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/ PBG and or any other action as deemed fit.
13	Pre-Dispatch Inspection (PDI): Not Applicable
14	EMD BG: APPLICABLE May please refer attachment at Annexure-1 for more details
15	Performance Bank Guarantee (PBG) Detail: NOT APPLICABLE
16	MSME benefit (purchase preference) is to be given as per following conditions: 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-Splitable: 100% of contract quantity will be awarded to MSEs. ii. Where the requirement is Splitable: 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.

<u>CONTACT DETAILS</u>	
1)	Ms. Anju T, 9496004661, anjut@ntpc.co.in
2)	Mr. Sudipto De Sarkar, 9650509419, sudiptodesarkar@ntpc.co.in

4. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope

of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

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

[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 कार्यवाई 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---