

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details                                                                                                                                                                                                     |                                                                                                                                                                                                                              |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| बिड बंद होने की तारीख/समय /Bid End Date/Time                                                                                                                                                                              | 03-09-2026 15:00:00                                                                                                                                                                                                          |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time                                                                                                                                                                             | 03-09-2026 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                                                                                                                                                                                                             |
| शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal                                                                                                                                                     | HOD Email id :sudiptodesarkar@ntpc.co.in<br>Buyer Email id: rakeshgari@ntpc.co.in                                                                                                                                            |
| कुल मात्रा/Total Quantity                                                                                                                                                                                                 | 1050                                                                                                                                                                                                                         |
| वस्तु श्रेणी /Item Category                                                                                                                                                                                               | Portland - Pozzolana Cement (Fly Ash Based) for Bulk Buying as per IS 1489 (Part 1) (Q2)                                                                                                                                     |
| 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                                                                                                                                                              | Certificate (Requested in ATC)<br>*In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid? | No                                                                                                                                                                                                                           |
| बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension                                                                                 | 3                                                                                                                                                                                                                            |

| बिड विवरण/Bid Details                                                                                                                                                                |                                                                                                                                                                                                                                          |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / 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                                                                                                                                                                                                                           |
| 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 <b>30</b> 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                                                                                                                                                   | Total value wise evaluation                                                                                                                                                                                                              |
| मध्यस्थता खंड/Arbitration Clause                                                                                                                                                     | No                                                                                                                                                                                                                                       |
| सुलह खंड/Mediation Clause                                                                                                                                                            | No                                                                                                                                                                                                                                       |

#### ईएमडी विवरण/EMD Detail

|                             |       |
|-----------------------------|-------|
| एडवाइजरी बैंक/Advisory Bank | ICICI |
| ईएमडी राशि/EMD Amount       | 50000 |

#### 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 दस्तावेज़ 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).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.

(c).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 :**

AGM

AGM (USSC-C&M) NTPC LTD, 9th floor,Tower-C, Commercial Complex, Plot No: C--03, Central Business District (CBD), Sector-21, Atal Nagar, Naya Raipur, Chhattisgarh - 492018  
(Ntpc Limited)

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 | 100 |

**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 100% (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.

## **Portland - Pozzolana Cement (Fly Ash Based) For Bulk Buying As Per IS 1489 (Part 1) ( 1050 metric tonne )**

**(Minimum 70% Local Content required for qualifying as Class 1 Local Supplier)**

|              |     |
|--------------|-----|
| Bis Required | Yes |
|--------------|-----|

### **तकनीकी विशिष्टियाँ /Technical Specifications**

[\\* जेम कैटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

| विवरण/Specification  | विशिष्टि का नाम /Specification Name   | बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)                                        |
|----------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------|
| General Requirements | <b>Content of fly ash ,in percent</b> | 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 |
| Packing and Marking  | <b>Packing Material</b>               | HDPE/PP woven sacks conforming to IS 11652                                                             |

### **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              | Alok Sharma                                              | 229406,GSTIN:<br>09AAACN0255D9ZO NTPC<br>Stores Feroz Gandhi Unchahar<br>Thermal Power Station<br>P.O,UNCHAHAR RAEBARELI<br>229406 RAEBARELI | 1050             | 365                          |

### **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:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. 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. **Scope of Supply**

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

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

"ITEM DESCRIPTION :CEMENT  
TYPE :POZZOLANA PORTLAND CEMENT  
STANDARD :IS 1489 PART-I  
QUANTITY:50 KG/BAG"

**[A] Terms and Conditions**

1. Weighment tolerance at +/- 0.5% of each lot/consignment and quantity variation +/- 5 % of ordered quantity.
2. Supply, transportation by rail/road up to **NTPC Unchahar** store/site, unloading and stacking is in the scope of supplier. Safety norms applicable at the plant to be followed strictly while stacking and unloading.
3. Damage/torn bag or frozen/set cement will not be accepted.
4. Cement shall be supplied in HDPE bags of capacity 50 kg each, conforming to **IS 11652: 1986**, bearing manufacture's name, week of manufacturing, and grade of cement.
5. Date of receipt of cement at site shall not be more than 2 weeks old from the date of manufacture.
6. Documents to be submitted:
  - a. Manufacturers Test Certificate against each week of manufacture as mentioned in the bag of cement.

b. Delivery Challan/Invoice mentioning week of manufacture of cement.

7. The Manufacturers Test Certificate should indicate fineness, normal consistency, initial & final setting time, soundness, compressive strength, and any other test result as per tender specification.

8. Sampling & Testing:

A) After receiving of cement at **NTPC Unchahar** Store/site, cement shall be tested at **NT PC Unchahar Lab** for Fineness, setting time & Compressive strength as per **IS 1489 PART-I**.

B) In case of cement fails to achieve the desired minimum 28 days compressive strength as per **IS 1489 PART-I** at **NTPC Unchahar Lab**, sampling of cement shall be made in presence of representatives from C&M/store department, FQA department and supplier for the supplied quantity of each week number. Afterwards, the sampled cement specimen shall be tested at **NTPC Approved Third Party Lab** for Fineness, setting time & Compressive strength as per **IS 1489 PART-I**. The cost of the above testing including transportation charges shall be borne by the supplier.

In case Cement fails to achieve the desired minimum 28 days compressive strength as per **IS 1489 PART-I**, Supplier has to replace the total lot without any extra financial implication to NTPC. Lot means the total supplied quantity in particular week as printed on the bag of cement.

9. Payment Terms: The Consignee Receipt & Acceptance Certificate (CRAC) on GeM portal shall be generated for supplied cement only after meeting the quality requirement/acceptance criteria of that batch/lot of cement. The payment shall be done as per payment terms of GEM GTC i.e., 100% payment will be released within ten (10) days of issue of consignee receipt cum-acceptance certificate (CRAC) and on-line submission of bills.

10. Delivery Period: Supply to be done in 12 months in a staggered manner as per requirement of **NTPC Unchahar only**. Cement to be supplied within 10 days of intimation.

11. Vehicle deployed for transportation of cement shall have valid documents like valid national permits, Driver license, valid fitness certificate, PUC certificate etc as per rules.

12. Bidder shall submit valid BIS license with bid.

Buyer Added text-based ATC clauses

|   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | <p>Enlistment Bidders: NTPC has enlisted certain vendors for the tendered items for Material Enlistment Group MEG: 03MEG-02- Supply of PPC Cement as per IS: 1489:2015 Part-1 (Cat -1)..”</p> <p>* 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 <b>more than Rs. 47,57,812.50/-</b>.</p> <p>* Offers from vendors not meeting the above criteria shall not be evaluated and shall be rejected.</p> <p>* The enlistment of the bidders should be valid as on the date of issuance of NIT.</p> <p>* All participating vendors in this tender shall submit their latest enlistment certificate issued to them with mention of AATO &amp; EC values for the item category (MEG) or submit any other proof of their enlistment in which AATO &amp; 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, <a href="http://www.vendor.ntpc.co.in">www.vendor.ntpc.co.in</a>, 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.</p> |
| 2 | <p>Nil deviation clause for all schedules:</p> <p>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:</p> <p>“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 &amp; Price Bid and we declare that we have not taken any deviation in this regard.</p> <p>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.</p> <p>We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive.</p> <p>We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited”.</p>                                                                                                             |
| 3 | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |

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|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 4  | <p>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.</p> <p>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 &amp; MII benefits will be given exclusively based on documents submitted in reference to the "quoted make and model" submitted in the GeM bid.</p> |
| 5  | Guarantee/Warranty: NA.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 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 <b>matching/common IP address with either Bidder(s)/Seller(s) or Buyer</b> , 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  | <p>The Bidder shall be held solely responsible for non-submission of bids on the e-tender portal due to any reasons within the due date/ time, The Procuring Entity/NTPC shall not be held responsible or liable in any manner for the same.</p> <p>Bidders shall follow the guidelines/instructions available on the e-tender portal and are advised to submit their bids well before the due date and time to avoid any inconvenience or risk of non-submission.</p> <p>All <b>post award communication/</b> grievance will be addressed to consignee at email id: storeincharge-Unchahar@ntpc.co.in. In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id:- <a href="mailto:vendor_grievance_cpg2@ntpc.co.in">vendor_grievance_cpg2@ntpc.co.in</a>. No communication done with this email ID at the pre-award stage can be entertained.</p>                                                                                                                                                                                                                                                    |
| 9  | <p>Payment terms: As per tender.</p> <p>If submission of PBG is a requirement of the tender, no payment shall be processed without submission of PBG.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 10 | <p><b><u>Make in India (MII):</u></b></p> <p>Definitions, Explanatory Notes, Application of Purchase Preference in various scenarios &amp; Formats with regards to Local Content are available in Annexure-8 of the ATC attachment uploaded along with the tender.</p> <p>Declaration of Local Content is a self-certification which is submitted by a bidder clearly indicating the following details (<b>Annexure-8</b>):</p> <ul style="list-style-type: none"> <li>· Description of Goods and Services offered.</li> <li>· Whether meeting Class-I/Class-II/Non-Local Supplier as per tender terms and con</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |



ditions.

- % of Local Value Addition.
- Location at which local value addition is made.

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.

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.

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In case of Procurement of Instruments such as Testing Instrument/ Measuring Instrument / Analysers etc. or if required by the buyer, bidder may be asked to furnish following supporting documents for Proof of Manufacturing of the specified Item(s) and/or Place of Local Value Addition:

I. Latest Annual Report; or

II. NSIC/ DIC/SSI Certificate; or

III. BIS License/ ISO Certificate; or

IV. Factory License/ Consent to Operate; or

V. NABL Accreditation Certificate of Manufacturer's Laboratory; or

VI. Vendor Assessment Report issued by GeM Authority; or

VII. Any Other Statutory/Relevant Document as proof of manufacturing/Local value Addition.

-

MII Class- I Reserved Item(s):

Class-I local suppliers (MLC 70%) 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.

11

**CONFLICT OF INTEREST:**

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.

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](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, 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 ~~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): <b>Not Applicable</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 14 | EMD BG <b>APPLICABLE</b><br><br>(If Applicable): “May please refer attachment at <b>Annexure-1</b> for more details”).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 15 | Performance Bank Guarantee (PBG) <b>NOT APPLICABLE:</b><br><br>(If Applicable, “May please refer attachment at <b>Annexure-2</b> for more details”).                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 16 | MSME benefit (purchase preference) is to be given as per following conditions:<br><br>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:<br><br>a) SC-ST Women MSEs<br>b) SC-ST other than Women MSEs<br>c) Women MSEs<br>d) Other MSEs<br><br>The MSE order quantity will be as per following:<br><br>i. Where the requirement is Not-Splitable: 100% of contract quantity will be awarded to MSEs.<br>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. |
| 17 | For query related with tender : rakeshgari#ntpc.co.in, sudiptodesarkar@ntpc.co.in                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

#### 5. 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 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---**