

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-09-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-09-2026 15:00:00
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: prakashgharat@ntpc.co.in
कुल मात्रा/Total Quantity	70000
वस्तु श्रेणी /Item Category	1 - M4648126009 - 100280452 , 2 - M4648126004 - 100280452 , 3 - M4648126006 - 100280452
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	RETAINING PLATE,MS,70X70MM
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Retaining Compound, Cleaning Duster (V3), MS Structural Plate as per IS 2062 (Unit - Quantity), Surgical Trocars, Gas Chromatography - Triple Quadrupole Mass Spectrometry (GC - MS), XLPE Cable for Working Voltage up to and Including 1.1 KV Marked To IS 7098 (Part 1), Gas Chromatography Mass Spectrometry (GC - MS), Total Knee Replacement Implant (V2), MS Sheet as per IS 1079, Dry Erase Writing Boards (V3)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Retaining Compound
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),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

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
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	1 - M4648126009 - 100280452
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
अनुमानित बिड मूल्य / Estimated Bid Value	340000
Payment Timelines	Payments shall be made to the Seller within 30 days of issue 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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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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. 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.
- 2. 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 will 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	अनुमानित मूल्य / Estimated Value	वस्तु/श्रेणी / Item/Category	मात्रा / Quantity
Schedule 1	60000	1 - M4648126009 - 100280452	20000
Schedule 2	100000	2 - M4648126004 - 100280452	20000
Schedule 3	180000	3 - M4648126006 - 100280452	30000

1 - M4648126009 - 100280452 (20000 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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	Sajal Dwivedi	486885,GSTIN: 23AAACN0255D4Z3 NTPC Stores Vindhyachal Super Thermal Power Station P.O. Vindhyanagar District Singrauli 486885	20000	60

2 - M4648126004 - 100280452 (20000 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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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

क्र.सं./S.No	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sajal Dwivedi	486885,GSTIN: 23AAACN0255D4Z3 NTPC Stores Vindhyachal Super Thermal Power Station P.O. Vindhyanagar District Singrauli 486885	20000	60

3 - M4648126006 - 100280452 (30000 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/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	Sajal Dwivedi	486885,GSTIN: 23AAACN0255D4Z3 NTPC Stores Vindhyachal Super Thermal Power Station P.O. Vindhyanagar District Singrauli 486885	30000	60

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

1. Generic

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

2. Scope of Supply

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

3. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Sr. No.	Clause	Bidders to be complied along with offer submission
A	MH-Certificate	As per public procurement (Preference to make in India), order 2017-ay please upload the OEM- certificate regarding the percentage of the local content and the details of locations at which the local value addition is made.

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Make in India (MI):- (Format is attached in ATC, Point No-4)

'Local content' means the amount of value added in India which shall be the 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 which 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 price (L1 + 20%) should be calculated based on the original L1 price, not the lower negotiated price, and such eligible Class-I Local Supplier 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.

ms 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 contract 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/ NTPC to put the tendering process on hold.

Annexure 8: Declaration regarding Local Content as per the Employee 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 shall be considered non-responsive and may be rejected.

Further, Bidder shall be required to submit a certificate from the statutory auditor or cost auditor (in the case the bidder is a company) or from a practicing cost accountant or practicing chartered accountant (in respect of bidders other than companies) giving the percentage of local content at the time of execution of the project, or where it is not possible to provide certification at the time of execution of project, during execution prior to submission of last bill for payment. # In case aforesaid Certificate furnished by Contractor/Vendor is not in line with the declaration in respect of Local content in their bid, same may be treated as false declaration and may be dealt in line with the Fraud Prevention Policy of NTPC.

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 in

		ve. 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.
B	Nil Deviations	Bidder shall submit the declaration that "It is again confirmed that our Bid is fully compliant to NTPC Specifications / Terms and conditions. Deviations (mentioned anywhere) in all the documents or Details / Catalogues submitted along with the bid with respect to tender documents and withdrawn
C	Required documents in offer	a) Duly accepted, sealed, and signed NTPC technical specifications, Quality plan, Drawing (If any) as acceptance of the same in totality. b) Duly signed Nil deviation Certificate
D	All post award communication/ grievance	NTPC Vindhyachal Store: storeincharge-vindhyachal@ntpc.co.in, kamlapati@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
E	Common IP Addresses	Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further valuation.
F	Risk purchase	In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.

G	Bid Acceptance Criteria	-(i) ——— NTPC enlisted vendors for the Material Enlistment Group (MEG-30 – 300 NB ERW Pipes (FE410) for thickness range 6.3 to 10 mm (CAT-I)) with Average Annual Turn Over (AATO) & EC (Experience Capability) equal to or more than Rs. 32,41,136/- (As on the date of issue of NIT) can only participate in this tender. Others shall not be considered. Applications by vendors not meeting these criteria shall be rejected during technical evaluation. - -(ii) ——— If non enlisted/rejected vendors are interested to participate can do so in future tenders first by enlisting themselves for the respective product category (MEG). They shall have to visit NTPC CPC website www.vendor.ntpc.co.in and submit online application against items/services (Material /Contract Enlistment Groups) of their choice. If they do not meet the criteria stipulated in the Qualifying Requirement, they shall be considered in line with the Terms and Conditions of enlistment. -(iii) ——— All participating vendors in this tender shall submit their latest enlistment certificate issued to them with mentioning of AATO & EC values for the item category (MEG) or submit any other proof of their enlistment in which AATO & EC along with MEG is mentioned. Else, vendors may also attach the mail sent to them by the C&M/buyer department for participation in this specific tender. -
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H	SME Benefits	Since Splitting is Not Applicable in this case: - Preference to MSEs shall be given as follows subject to matching of L1 price: - First Preference to SC/ST & Women MSEs i.e. Women SC-ST MSE. - Second preference to SC/ST -MSE Only - Third Preference to Women- MSE only. - Others MSEs. Details about SME Benefits to MSE-SC-ST and MSE-Women Bidders - Out of the 25% quantity/value for SME benefit, 4% shall be reserved for SC/ST and 3% shall be reserved for Women and balance qty. out of 2% shall be divided in all MSEs within the margin of purchase preference subject to matching of L1 price (L1 is Non-MSME & Quoted price of MSEs are L1+15%). - a) In case of non-availability of SC/ST-MSE vendor within L1+15 % Margin, 7% will go to women-MSE & 18% to others MSEs. - b) In case of non-availability of Women-MSE, then 7% to SC/ST-MSE & 18% to others MSEs. - c) In case of non-availability of both SC/ST & women-MSEs, all 25 % goes to other MSEs.
I	GST conditions	The HSN & corresponding GST rate shall be sought from L-1 vendor after award approval & before placement of GeM contract and the change in said HSN shall not be allowed during the execution of contract (including at the time of invoicing) saving any instruction for change in HSN code form statutory authority & change in GST rate corresponding HSN code shall be as per GeM tender document (i.e. GeM GTC).
J	Payment Term	100% payment will be released within thirty (30) days of issue of correct receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.
K	EMD-BG/Performance Bank Guarantee (PBG)	EMD-Exemption shall be applicable as per GeM-GTC. - a) Only BG (E-BG or Physical BG) shall be accepted for EMD purpose. Bank Guarantee (BG)- EMD/Bid Security is to be submitted in attach format only. - b) Bidder has to submit bank guarantee on stamp paper of Rs. 250/-.

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c) Please submit the Bank Guarantee (BG) towards EMD/Bid Security below mentioned address:-
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NTPC LTD, 9th floor, Tower C, Commercial Complex, Plot No: C-03, Central Business District (CBD), Sector-21, Tuta, Atal Nagar, Naya Raipur Chhattishgarh - 492018

(Name: Prakash Manohar Gharat, DGM (C&M))
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<u>e-BG details for new BGs</u>	
Beneficiary	NTPC Limited
Pan Number of the Beneficiary	AAACN0255D
Date of Incorporation of the Beneficiary	07.11.1975
Beneficiary Bank IFSC Code	SBIN0017313
Account no.	10813608669
Registered Address	NTPC Limited, NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003
Pin Code	110003
Active Mobile Number of the Beneficiary	9425219304
Active E-Mail Id of the Beneficiary	prakashgharat@ntpc.co.in
Beneficiary BU Code (BG Business Area)	Please mention business area of BG pertaining project/station
Contract reference number	Please mention GeM NIT No./Contract/PO/Sale order no.

Vendor Code	Please mention NTPC's vendor code
-	-
-	Except for the BGs towards Bid Security, which are required to be submitted by the Bidders along with the Bids and the BGs issued by the banks outside India, all other BGs should be received from the Bank directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:- - Unified Treasury (BG Group) Administrative Building, NCPS Dadri NTPC Limited, PO: Vidyut Nagar Distt: Gautam Budh Nagar Uttar Pradesh-201008. A soft copy of the BG (other than BG towards Bid Security) is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank. - a) Confirmation of BGs (including Bid Security) through Structured Financial Messaging System (SFMS)/SWIFT:- - While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employee Beneficiary Bank whose details are provided herein below:- - (i) Bank Name: ICICI Bank Limited (ii) Branch: CONNAUGHT PLACE BRANCH (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-10001 (iv) IFSC Code: ICIC0000007 - BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:- BG advising message: IFN 760COV/ IFN 767COV via SFMS Field Number: Particulars (to be mentioned in Row 1) 7037: NTPCBG (unique identifier)

		- b) The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the 16 / 17 rate prevailing in the State where the BG is executed, whichever is higher. - c) The date, purpose of purchase and name of the purchaser should be indicated on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of e-non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either be the executing Bank or the party on whose behalf the BG is issued. In certain States, the Rules permit levy of stamp duty by the process of franking under signature of Bidder has to submit EMD bank Guarantee (EMD-BG) in attached format only. Formats of EMD bank Guarantee (EMD-BG) is attached in "buy added bid specific ATC", point No. 4.
L	Important Note for submission of EMD-BG	
M	Conflict of Interest	(A) 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 the 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 other 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 manufacturer/service providers, one agent cannot represent two manufacturers/service

ce providers or quote on their behalf in a particular tender enquiry. C
e manufacturer/service provider can also authorize only one agent. T
re can be only one bid from the following:

- i) The principal manufacturer/service provider directly or through one
ndian 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 follow
g meaning: -

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

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

(B) Bidders who participate in current tender are deemed to have ac
pted the following Annexure as compliance to Clause "Conflict of Inte
st":

Annexure-1

(Compliance to "Conflict of Interest" provisions)

We confirm that we have read and understood the Clause as mention
d under Buyer Added

Bid Specific ATC regarding "Conflict of Interest" and our bid is in com
ance to this clause.

In case it is established that we have provided any false information
pursuance of the aforesaid Clause, while competing for this contract,
en our bid shall be rejected and bid security shall be forfeited.

We also understand that in case we become successful bidder, if it is
tablished that we have not complied with terms of aforesaid Clause a
mentioned under Buyer Added Bid Specific ATC, during execution of
ntract, this would be considered as fraudulent practice as mentioned
para 5.1 (j) of Policy for Debarment from Business Dealings and shall
e dealt accordingly. The policy document can be accessed through th
following link:

		https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf
N	PDI Clause	a) Pre-Dispatch inspection (PDI) shall be carried out by NTPC RIO at vendor's work as per NTPC approved Quality plan for all schedule items. - b) After receipt of Purchase Order, vendor shall raise inspection call line through URL https://teamup.ntpclakshya.co.in. Help document-viewing approved documents & raising inspection call is provided in e given URL. - c) After successful PDI, vendor has to submit Material Dispatch Clearance Certificate (MDCC) issued by NTPC RIO along with supply.
O	Delivery period	Delivery period shall be as per published GeM NIT.
P	Price Variation Clause	Price Variation Formula: - Price Variation Formula, in cases of procurement of MS Pipes / Cast Iron Pipes, shall be incorporated in the Bidding Documents as brought hereunder: $EC = EC1 - EC0$ $EC1 = P * Q * [F + 0.65 * f * (M1/M0)]$ Where, EC Price Variation to Ex works Price component (excluding taxes) payable to the Vendor. - EC1 Adjusted amount of Ex works Price component (excluding taxes) payable to the Vendor. - EC0 Ex works Price component (excluding Taxes) payable to the Vendor [which is equal to (P * Q)] - P Unit rate (Ex works Price) of Item (excluding taxes) (unit of measurement as per PO) - Q Total Quantity of Item under consideration (unit of measurement as per PO) -

		[Note: In cases where PO is placed on FOR Price basis (where break of Ex works Price is not available), '95% of the Unit Rate (FOR basis) will be considered as "P" for the purpose of calculation of Price Variation] - "f" is Weightage factor for Steel in Pipe —— "f" = 1 For Mild Steel/ Carbon Steel Pipe —— "f" = 0.5* For Cast Basalt Pipe - [* "f": Weightage factor for Steel for 'Cast Basalt Pipe' is 0.5 considering price component of 'Steel' in total price of 'Cast Basalt Pipe']. - F: Fixed portion for Ex works component of the PO price. It shall be as under: —— F = 0.35 for Mild Steel/Carbon Steel Pipes having 'f' = 1.0 —— F = [1 - 0.65 x "f"] = [1 - 0.65 x 0.5] = 0.675 for Cast Basalt Pipe having 'f' = 0.5 - M0: Price index for Steel Flats & Sheets shall be the All-India Wholesale Monthly Price Index for "Mild Steel (MS) Flats & Sheets", released by Office of the Economic Adviser, Department for Promotion of Industry, and Internal Trade. Date of index shall be considered 7 days prior to the date for actual BOD. - M1: Price index for Steel Flats & Sheets shall be the All-India Wholesale Monthly Price Index for "Mild Steel (MS) Flats & Sheets", released by Office of the Economic Adviser, Department for Promotion of Industry, and Internal Trade. Date of index shall be calculated as Chase Order date plus 2/3rd of the delivery period as per PO.
Q	Contract order on bidder against whom a Debarment Order has been issued	No contract shall be awarded to a bidder against whom a Debarment order has been issued as per Employer's Policy for Debarment from Business Dealings. Policy details can be referred at the URL given below: https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf

Q	Instruction to bidders -Regarding offer s submission	" The Bidder shall be held solely responsible for non-submission of bi on the e-tender portal due to any reasons within the due date/ time, e Procuring Entity/NTPC shall not be held responsible or liable in any anner for the same. Bidders shall follow the guidelines/instructions available on the e-ten r portal and are advised to submit their bids well before the due date nd time to avoid any inconvenience or risk of non-submission."
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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 / grievan 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 ni 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 Sing 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 (other than EMD and signed Integrity Pact - which can be submitted with days of bid opening) 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 experienc
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 thro 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 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 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 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 प्राधिकार 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 Restriction 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 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 this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---