

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	26-09-2026 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	27-09-2026 18:00:00
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: nksingh06@ntpc.co.in
कुल मात्रा / Total Quantity	1
वस्तु श्रेणी / Item Category	Arterial Blood Gas Analyzer (V2) (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) *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 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value 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
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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 would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Arterial Blood Gas Analyzer (V2) (1 pieces)

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	Product Description	Arterial Blood Gas Analyzer
PRODUCT INFORMATION	Type of blood gas analyser	Hand Held
	Type of Technology	Cartridge (Single-Use)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Parameters measured by blood gas analyser	pCO?, pO?, Na?, K?, pH and calculated parameters like HCO??, Base excess, TCO?
	Additional Parameters measurable by the blood gas analyser	Cl-, iCa, Glu, BUN, Hct, Creatinine, Lacate
	Cardiac Parameters measurable	Not available
	Neonatal Parameters	Not available
	Monitor type	LCD, LED Or higher
	Type of printer	External Thermal Printer
	Cartridge / reagent to be used can be stored mostly at room temperature between 2-30 Degree C, Automatic calibration (hint: seller shall inform the exact details to buyer at the time of making the supplies)	Yes
	Shall have patient Bar Code facility, Ability to run a wide range of patient panels on one system	Yes
	Capability to transfer patient data to LIS/HIS	Yes
	Sample Volume in micro litre	? 200
	Power source	AC Mains + Rechargeable battery
	Battery backup provided	Through rechargeable battery for 30 mins
CERTIFICATION AND REPORTS	Compliance to Medical Device Rules (MDR) 2017 as amended till date	Yes
	Availability of valid device license for the product issued from the competent authority defined under Drugs and Cosmetic Act 1940 and Rules made there under as amended till date	Yes
	Submission of all necessary certifications, licenses and test reports to the buyer at the time of bid submission and/or along with supplies as per buyer requirement	Yes
WARRANTY & SHELF LIFE	Warranty (including electrode and membrane etc as applicable for the analyzer offered) in years	3.0 (year)

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
	Shelf life of the reagent / cartridges as applicable in months	3
	On-board shelf life of reagent in weeks	Not applicable
MISCELLANEOUS REQUIREMENTS	OEM/Reseller shall ensure uninterrupted availability of all spares for 10 years	Yes
	Availability of toll free facility for technical support maintained by OEM or authorized agencies	Yes
	User/Technical/Maintenance manuals to be supplied in English in hard and soft copy	Yes
	Details of equipments and procedures required for local calibration and routine maintenance to be supplied and advanced maintenance task documentation also to be furnished	Yes
	List of important spares and accessories, with their part numbers to be supplied to the buyer at the time of supplying the equipment	Yes
	Installation and Demonstration of equipment and training to be provided after completing supplies before acceptance	Yes
	Principal Manufacturer must have direct Presence/approved service center In India	Yes
	Calibration certificates as per NABH requirement	Yes

Additional Specification Parameters - Arterial Blood Gas Analyzer (V2) (1 pieces)

Specification Parameter Name	Bid Requirement (Allowed Values)
Purpose	"Arterial Blood Gas (ABG) Analyzer is used to measure various parameters in arterial blood to assess a patient's respiratory and metabolic status"
Electrical Safety Standards	BIS Standard

* Bidders offering must also comply with the additional specification parameters mentioned above.

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

क्र.सं./S.No.	परिषदी/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Sanjeev Kumar Singh	231222,GSTIN: 09AAACN0255D9ZO NTPC Stores Singrauli Super Thermal Power Station P.O. SHAKTINAGAR, SONEBHADRA 231222	1	30

Special terms and conditions-Version:1 effective from 23-08-2023 for category Arterial Blood Gas Analyzer (V2)

1. All Provisions of Drugs and Cosmetics Act, 1940 and Rules (including Medical Device Rule 2017) made there under as amended till date will always be applicable. This will include all notifications issued by Central Drugs Standard Control Organization (CDSCO), Ministry of Health & Family Welfare (MoHFW) and Department of Pharmaceuticals (DOP), Ministry of Chemicals & Fertilizers time to time in this regard.
2. The sellers are registered on GeM based on self-declaration of valid Drug License, product certification, test reports etc. However, buyers must check and validate the details at their end for all applicable licenses and certifications e.g., validity and authenticity/genuineness of drug license, product certification, manufacturer certification/licenses, test reports etc.
3. In case of authorized resellers/distributors, it will be the legal & regulatory liability of the manufacturer to ensure that their resellers/distributors are operating in compliance with all relevant laws and regulations and are properly licensed to sell the manufacturer's products, including verifying the validity and authenticity of drug license held by them.
4. The price offered by the seller/bidder shall not, in any case exceed the DPCO/NPPA controlled price or price fixed by State Government, if any. The seller must reduce the prices if there is any reduction in DPCO/NPPA ceiling price or price fixed by State Government, if any.
5. Any other Terms and Conditions which is not included or at variance with the conditions specified in STC/GTC, may be added by the buyer through Additional Terms and Conditions (ATC) in the bid to ensure items are procured from authentic/validated source with appropriate and applicable quality. The above terms and conditions are in reverse order of precedence i.e. ATC shall supersede specific STC which shall supersede General Terms and Conditions ("GTC"), whenever there are any conflicting provisions.
6. **Comprehensive warranty:** Comprehensive warranty shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares. During the warranty period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months. warranty shall not be including the consumables. Further there will be 98% uptime warranty during warranty period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend warranty period by double the downtime period.
7. **Service centres:** Details of Service outlets in India to render services for equipment to be furnished to buyer/consignees with complete address, telephone numbers, e mails etc at time of making the supplies. It shall be the responsibility of seller to ensure that authorized service centres are available to cater to the areas where supplies are made within reasonable distance from where the service calls can be handled. Details of toll-free numbers for service call and online registration of service requests also to be provided buyer/consignee at the time of supplies.
8. **Source of supply:** It shall be responsibility of seller to provide Documents regarding source of equipments such as copy of Performa invoice or any other documents to establish that the products supplied are manufactured by OEM indicated and sourced from them.
9. **Packing and Marking:** Medical equipments being very delicate and sensitive packing for the goods should be strong and durable enough to withstand transit including transshipment (if any), rough handling, open storage etc. without any damage, deterioration etc. .The size, weights and volumes of the packing cases, remoteness of the final destination of the goods, availability or otherwise of transport and handling facilities at all points during transit up to final destination,. Quality of packing, the manner of marking within & outside the packages and provision of

accompanying documentation shall take into consideration the type of medical equipments being supplied. The accessories shall be suitably labelled and packed. Each of the package shall be marked on three sides with indelible paint of proper quality: indicating contract number and date, brief description of goods including quantity, Packing list reference number, country of origin of goods and any other relevant details.

10. **Spare Parts:** Seller shall provide materials, information etc. pertaining to spare parts manufactured and supplied by the OEM. It shall be ensured that the required spares are available for purchase at least for 10 years from date of supplies. In case due to any reasons the production of the spare parts is discontinued sufficient advance notice should be given to the buyer/consignee before such discontinuation to provide adequate time to purchase the required spare parts etc. Further, OEM and their service centres/dealers shall carry sufficient inventories to assure ex-stock supply of consumables and spares for the equipments so that the same are available. OEM or reseller shall always accord most favoured client status to the buyer/consignee and shall give the most competitive price for spares and consumables of its machines/equipments supplied.
11. **Installation, Training, Manuals:** Seller shall be responsible to carry out Installation & commissioning, Supervision and Demonstration of the goods. They shall provide required jigs and tools for assembly, minor civil works for the completion of the installation and Training of Consignee's representatives for operating and maintaining the equipment and supplying required number of operation & maintenance manual for the goods. In case the category parameters are specifying any requirements regarding the installations, training and manuals the same shall also be applicable.
12. **Electrical safety checking:** Sellers are required to make sure that they furnish the list of equipments for carrying out routine and preventive maintenance to buyer/consignee. They should make sure to periodically check the electrical safety aspects as per BIS Safety Standards or equivalent. In case they do not have required equipment for such testing should ensure that the equipments checked for electrical safety compliance through labs with facilities for such checking during every preventive maintenance call.
13. **Software:** All software updates should be provided free of cost during warranty period.

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

	Buyer Added text-based ATC clauses
1	For Gem OTE Without OR: Not Applicable

2	Nil deviation clause for all schedules: Compliance to ALL provisions of the bidding document (Nil Deviation bid) is mandatory which is to be accepted through the "Seller undertaking" during submission of offer by the seller in GeM. Through their acceptance, the seller undertakes the following: "1. With reference to our bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard. 2. We understand that in case the Products and/or Services offered do not meet the technical requirements, then our bid shall be rejected as Technically non-responsive. We also confirm that in case we refuse to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive. We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited".
3	If any seller/bidder has any clarification against technical specification or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation Window provided in the bid details field in Seller dashboard after logging in as a seller within the time period after bid publication as allowed by GeM. Clarification asked through any means other than above, may not be considered by NTPC.
4	Bidder may quote as per "Technical Specification" and/ or spec sheet attached for each line item/ schedule. In case of any contradiction between Category/ BOQ Item description and "Technical Specification" of the item(s) attached in the tender, TECHNICAL SPECIFICATION OF THAT ITEM SHOULD BE CONSIDERED FOR THE SUBMISSION OF OFFER AND SAME SHALL BE CONSIDERED FOR EVALUATION PURPOSE AT OUR END. The details mentioned in the detailed Technical specification shall be considered final for the offer/ bid/ technical evaluation. Bidder has to quote make and model in GeM as per option available in GeM during submission of offer after meeting all the technical specification of tender. After opening of bids, any change in vendor's quoted make or model in their bid cannot be done and any such request will be rejected. In the event of an order, vendor's quoted make and model in their bid will also get automatically populated in the GEM Purchase order. Also, MSE & MII benefits will be given exclusively based on documents submitted in reference to the "quoted make and model" submitted in the GeM bid.
5	Guarantee/Warranty: 12 months from the date of use/commissioning or 18 months from the date of supply, whichever is earlier. (The Guarantee/ Warranty Terms and Conditions shall be applicable to the material supplied against the PO. No separate Guarantee/ Warranty Certificate is required to be submitted by the Supplier along with the material. The Guarantee / Warranty terms and condition shall be binding on the supplier). If any higher Guarantee/warranty mentioned in the technical specification the same shall be applicable.
6	Common IP Addresses: - Bidders may please note that GeM is capturing and presenting to the buyer the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching /common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

7	During techno-commercial evaluation of offer, clarification/ reply to the queries (if asked by NTPC) given by bidder will be considered an integral part of the GeM purchase order and the vendor will be liable to execute the PO also in accordance with the same. Furthermore, in the event subsequent clarification(s)/query(ies) are sought and bidder fails to respond or responds with incorrect / inadequate or non-compliant information, the bid will be liable to be rejected. Subsequent representation(s) may not be accepted in such cases.
8	All post award communication/ grievance will be addressed to consignee at email id: storeincharge-Singrauli@ntpc.co.in . In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id:- vendor_grievance_cpg2@ntpc.co.in.
9	Payment terms: within 30 days from the date of acceptance of material at site. Unless and until otherwise mentioned in technical specification of GeM bid or Terms & Conditions.
10	<u>Make in India (MII):</u> 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. <u>Explanatory notes for calculation of local content given above:</u> i. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content. ii. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation. iii. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/ refurbished/ rebranded imported products is as follows: 'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence. 'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item. 'Rebranding' means relabelling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding. iv. To ensure that imported items sourced locally from resellers/ distributors are excluded from calculation of local content, bidder to furnish the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/ royalties paid/ technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted. v. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content. In such tenders, bidders should quote percentage of local content against each item of the bid. In case of item-wise tenders, where evaluation is done for each item and each item is awarded to L1 bidder for that item, the aforesaid procedure shall be followed item-wise. If negotiation happens with the L1 bidder, the margin of purchase preference (L1+20%) should be calculated based on the original L1 price, not the lower negotiated price, and such eligible Class-I Local Suppliers shall be called to match the new negotiated L1 price as per procedure mentioned above. <i>Declaration of Local Content is a self-certification which is submitted by a bidder clearly indicating the following details (Annexure-8):</i> · Description of Goods and Services offered.

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

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

~~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 above. For tenders having lumpsum/ package evaluation involving supply of multiple items, weighted average of all items to be taken while calculating the local content of the package.

For MII Not Applicable Items (Estimate < Rs. 5 lakh):

~~Tendered items are exempted from MII. Hence, all suppliers (Class-I/ Class-II/ Non-Local Suppliers) can participate in this tender. Provisions of Public Procurement (Preference to Make in India), Order 2~~

017 and its subsequent amendments/ revisions issued by DPIIT is not applicable in this tender. Hence, all suppliers (Class-I/ Class-II/ Non-Local Suppliers) can participate in this tender.

1 CONFLICT OF INTEREST:

1

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:

- a) they directly or indirectly control, or are controlled by or are under common control of another entity; or
- b) they have the same legal representative/agent for purposes of their bids; or
- c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or
- d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or
- e) Bidder participates in more than one bid in this bidding process.
- f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:
 - i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and
 - ii) Indian/foreign agent on behalf of only one principal.

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

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

Vendor has to submit CONFLICT OF INTEREST declaration in bid during submission offer as detail as "We confirm that we have read and understood the Buyer Added Bid Specific ATC Clause regarding "Conflict of Interest" and our bid is in compliance to this clause. In case it is established that we have provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited. We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly."

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

CONFLICT OF INTEREST DECLARATION FORM

..... PACKAGE FOR PROJ
ECT 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.
1 2	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.
1 3	Pre-Dispatch Inspection (PDI): Not Applicable
1 4	EMD BG NOT APPLICABLE:
1 5	Performance Bank Guarantee (PBG) Detail NOT APPLICABLE:
1 6	MSME benefit (purchase preference) is to be given as per following conditions: In case of procurement of goods/ services, preferences to MSEs whose quoted prices are within L1 (non-MSEs) +15% range (subject to matching of L1 price) will be given in the following order: a) SC-ST Women MSEs b) SC-ST other than Women MSEs c) Women MSEs d) Other MSEs The MSE order quantity will be as per following: i. Where the requirement is Not-Splitable: 100% of contract quantity will be awarded to MSEs. ii. Where the requirement is Splitable: 25% of contract quantity will be awarded to MSEs. In case of more than one MSEs (for the same category) are within range of L1+15 % price, then 25% of tendered quantity will be divided equally amongst them.

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 (other than EMD and signed Integrity Pact - which can be submitted within 5 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 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---