बिड संख्या/Bid Number: GEM/2026/B/8121813
दिनांक /Dated: 13-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	27-10-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-10-2026 16:00:00
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: arunlal@ntpc.co.in
कुल मात्रा/Total Quantity	2500
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
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	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

बिड विवरण/Bid Details	
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

एडवाईजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	200000

ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी 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 :

NTPC LTD
Senior Manager (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	25

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

Limited Tender

Limited Tender Applicable	Yes
Reason	It will not be in public interest to procure the goods through advertised tender enquiry. Sufficient reasons for the same have been recorded in writing by the competent authority.
List of Seller Organization for participation	**********, **********, **********, **********, **********, **********, **********

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and

Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

Portland - Pozzolana Cement (Fly Ash Based) For Bulk Buying As Per IS 1489 (Part 1) (2500 metric tonne)

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

Bis Required	Yes

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी 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 Requiremnents	**Content of fly ash ,in percent**	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	**Packing Material**	HDPE/PP woven sacks conforming to IS 11652

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	Doraiah Naidu Karri	586121,GSTIN: 29AAACN0255D1ZU NTPC Stores Kudgi Super Thermal Power Project BASAVANA BAGEWADI, 586121 BIJAPUR	2500	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. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1.		**Bid Acceptance Criteria against Enlistment of tendered Items:** **(a) NTPC enlisted vendors for the Material Enlistment Group (MEG No: 03 MEG-02 - Supply of PPC Cement as per IS: 1489:2015 Part-1 ” with Average Annual Turn Over (AATO) & EC (Execution Capability) equal to or more than Rs 1,09,92,175.00 can only participate in this tender. Others shall not be considered. Applications by vendors not meeting these criteria shall be rejected during technical evaluation.** **(b) 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 https://vdc.ntpc.co.in/ and submit 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.** **(c) All participating vendors in this tender shall submit their latest enlistment certificate issued to them with mention of AATO & EC values for the item category (MEG) or submit any other proof of their enlistment in which AATO & EC along with MEG is mentioned. Else vendors may also attach the mail sent to them by the C&M/ buyer department for participation in this specific tender.**

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/ schedules. 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 can not be done and any such request will be rejected. In the event of an order, vendors' quoted make and model in their bid will also gets 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: Not 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 b y NTPC) given by bidder will be considered an integral part of the GeM purchase order an d the vendor will be liable to execute the PO also in accordance to 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.		The Bidder shall be held solely responsible for non-submission of bids on the e-tender port al due to any reasons within the due date/ time, The Procuring Entity/NTPC shall not be he ld responsible or liable in any manner for the same. Bidders shall follow the guidelines/inst ructions available on the e-tender portal and are advised to submit their bids well before t he due date and time to avoid any inconvenience or risk of non-submission All post award communication/ grievance will be addressed to consignee at email id: store incharge- Kudgi @ntpc.co.in. In case of non-resolution of the issue, matter can be escalate d along with previous correspondence(s) to email id :vendor_grievance_cpg2@ntpc.co.in
9.		Scope of work- Supply of material and other as per details mentioned in the technical dat a sheet of respective schedules/items. Payment terms: 100% payment will be released within thirty (30) days of issue of consign ee receipt -cum -acceptance certificate (CRAC) and on -line submission of bills after comp leting the scope of work.
10.		Class-I local suppliers (MLC 70%) only are eligible to participate in this tender, as defined in the bi dding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subseque nt amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant pr ovisions of bidding documents in this regard before submission of their bids. Make in India (MII): Definitions, Explanatory Notes, Application of Purchase Preference in various scenarios & Formats with regards to Local Content are available in Annexue-8 of the ATC attachment uploaded along with the tender. Declaration of Local Content is a self-certification which is submitted by a bidder clearly in dicating the following details (Annexure-8): -Description of Goods and Services offered. -Whether meeting Class-I/Class-II/Non-Local Supplier as per tender terms and conditions. -% of Local Value Addition. -Location at which local value addition is made.

Complaints pertaining to Local content declaration/value addition, if any, may be addresse d 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, t he 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 granti ng of purchase preference/ acceptance as Class-I/ II Local Supplier:

In case a bidder does not submit the aforesaid declaration or statement/ any declaration li ke ‘later’, ‘to be furnished later’, ‘NA’ etc. are indicated by the bidder, then the Bidder is li able not to be considered as a local supplier and may not be eligible for any purchase pref erence/ bid is liable to be considered non-responsive and may be rejected.

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

In case a bidder does not submit the aforesaid declaration or statement/ any declaration li ke ‘later’, ‘to be furnished later’, ‘NA’ etc. are indicated by the bidder, then the Bidder is li able 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, weig hted 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 supp orting 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 Additi on.

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 Do cument as a proof of manufacturer of the offered product. In case bidder is a dealer/ trad er, 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 i tems to be taken while calculating the local content of the package.

Annexure - 8

(Declaration on Local (Indigenous) Content)

(To be submitted with technical envelope)

NIT/ BID No. .....

(Declaration on Local Content)
(To be filled and signed by Manufacturer in case bidder is an authorized dealer)

Dear Sirs,

1.0 We have read the provisions of "Preference to Make in India and Eligibility for grantin g of Purchase Preference to Class-I local suppliers" enclosed with the Bid Data Sheets.

In terms of the requirement of the aforesaid provisions, we hereby declare that we hav e submitted our bids for only those item(s) for which we are eligible for participation as per provisions of the Bidding documents and we are Class-I local supplier for all such it ems.

The details of the location(s) at which the local value addition is made are as under:

Sl. No. of BOQ/ Bid Schedule	Description of Goods & Services	% of Local Content	Details of the location(s) at which the local value addition is made

Explanatory Notes for calculation of local content as per Revised Public Procu rement (Preference to Make in India) Order 2017, dated 19.07.2024 issued b y DPIIT

(a) Imported Items sourced Locally from resellers/distributors shall be excluded from c alculation of Local content.

(b) The License fees/Royalties paid/technical charges paid out of India shall be exclud ed from Local content calculation.

(c) Procurement/Supply of repackaged/refurbished/rebranded imported products as un derstood 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 amo unt 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 relabeling or renaming or change in symbol or logo/makes or c orporate image of a company/organization/firm for an imported product would amo unt to rebranding.

(d) To ensure that imported items sourced locally from resellers/distributors are exclu ded from calculation of local content, bidder to furnish the cost of such locally- sour ced imported items (Inclusive of taxes) along with break-up on license/royalties pai d/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

(e) For contracts involving supply of multiple items and where evaluation is done on ov erall basis, weighted average of all items to be taken while calculating the local con tent.

(f) Ancillary services such as transportation, insurance, installation, commissioning, tr aining, and after sales service support such as AMC/CMC etc. shall not be considere d as local value addition. Bidders offering imported products will fall under the cate gory of Non-local suppliers. Such bidders can't claim themselves as Class-I local su ppliers / Class-II local suppliers by claiming the services such as transportation, insu rance, installation, commissioning, training, and after sales service support such as AMC/CMC etc. as local value addition.

1.1 We confirm that we have read and understood the explanatory notes for calculation o f local content given above and our local content calculation complies with the same.

1.2 #We understand that Buyer/Employer may seek any relevant document as a proof of Manufacturing/Local value Addition at any time during the bid evaluation, including cer tificate 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 bi dders other than companies) certifying the percentage of local content and place of va lue addition. In addition, the aforesaid certificate from the statutory auditor/cost auditor / cost accountant/ chartered accountant may also be sought after placement of order.

2.0 Further, we hereby confirm that we are presently not debarred / banned by any other procuring entity for violation of 'Public Procurement (Preference to Make In India), Orde r 2017' (PPP-MII Order) dated 15.06.2017 and its subsequent revisions / amendments is sued by Department of Industrial Policy and Promotion (DIPP).

3.0 We agree to furnish any information as a proof of the above to your satisfaction as an d when required.

Note:

1) Continuation sheets of like size and format may be used as per Bidder's requirement an d shall be annexed to this Attachment.

2) In case a Bidder has been banned/debarred by any other procuring entity for violation o f 'Public Procurement (Preference to Make In India), Order 2017' (PPP- MII Order) dated 15 .06.2017 and its subsequent revisions/ amendments issued by Department of Industrial P

olicy and Promotion (DIPP), the same may be declared by Bidder by striking off para 2.0 a bove and declaring the details of banning using additional sheets which shall be annexed to this Attachment.

Name of the Bidder/Manufacturer (in case bidder is an authorised dealer)

Seal and Signature of the Bidder/Manufacturer (in case bidder is an authorized dealer)

Designation:

Email ID:

Mob. No.

11. Not applicable

12. 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 proces s, if:

a) they directly or indirectly control, or are controlled by or are under common control of a nother 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), tha t puts them in a position to have access to information about or influence on the bid of an other 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 i s 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 mana gement or policy decisions exercisable by a person or persons acting individually or in con cert, 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 a s detail as “We confirm that we have read and understood the Buyer Added Bid Specific A TC Clause regarding “Conflict of Interest” and our bid is in compliance to this clause. In ca se it is established that we have provided any false information in pursuance of the afores aid Clause, while competing for this contract, then our bid shall be rejected and bid securi ty 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 o f 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/de fault/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 Inter est” 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 a foresaid 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 w ould be considered as fraudulent practice as mentioned in para 5.1 (j) of “Policy for Debar ment from Business Dealings” and shall be dealt accordingly. The above declaration is confirmed by bidder through the “Seller undertaking” during sub mission of offer as ”I hereby confirm acceptance and compliance of all the conditions incl uding GTC, STC and ATC and Corrigendum conditions. I also confirm that all the product(s)offered is/are fully compliant with the specifications asked for in the bid, includi ng the additional specification parameters incorporated by the Buyer in the bid document”
13.	Risk purchase- In the event of Suppliers failure to supply the material of acceptable qualit y 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 ac tion as deemed fit.
14.	EMD- APPLICABLE

EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

All bids must be accompanied by Bid Security of the amount as specified in the bid in the GeM portal. While submitting the bid for the subject tender, a scanned (pdf) copy of EMD i nstrument is to be uploaded on GeM Portal.

In case the bidder has opted for Bid Security/EMD in the form of Bank Guarantee (eBG/BG) Annexure-1 or Insurance Surety Bond (ISB) Annexure-6, EMD/ Bid Security to be submitte d in the form of BG/Insurance Surety Bond as per attached NTPC Format ONLY given in AT C.

BG/Insurance Surety Bond received in any other format, including GeM format will be reje cted.

The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the orig inal Bid validity period i.e. minimum 165 days from Bid opening date.

The Bank Guarantees against bid security are to be submitted in the form of e-BG through NeSL platform.

Necessary input required for preparation of e-BG are as follows: -

1 Beneficiary- NTPC Limited

2 Pan Number of the Beneficiary- AAACN0255D

3 Date of Incorporation of the Beneficiary- 07.11.1975

4 Beneficiary Bank IFSC Code -SBIN0017313

5 Registered Address -NTPC Limited, NTPC Bhawan, Scope Complex, 7 Ins titutional Area, Lodhi Road, New Delhi -110003

6 Pin Code -110003

7 Active Mobile Number of the Beneficiary -9470001244

8 Active E Mail Id of the Beneficiary -arunlal@ntpc.co.in

9 NIT reference number- Please mention Tender Reference Number (GeM Bid No.)

In case the bidder is not able to submit e-BG, due to some practical difficulties or constrai nts, physical BGs are also accepted. Hard copy of original EMD BG shall reach USSC Raipu

r (CBD building), within 10 working days from Techno-Commercial BOD, as per GeM GTC. Detailed address below.

The physical EMD-BG should be sent directly through post/courier at below mentioned add ress:

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

Earnest Money Deposit should be sent in a sealed envelope, superscribed on the top as under:

Tender Number _____

Tender Subject _____

Due Date of Bid Opening _____

From _____ (Name and address of the Bidder)

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY IN A SEPARATE SEALED E NVELOPE SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE. IN CASE, T HE BID SECURITY IS SUBMITTED AS E-BG, BIDDER TO SUBMIT THE COPY OF E-BG/PROOF O F E-PAYMENT OF BID SECURITY IN THE E-TENDERING PORTAL.

NOTE: DD/ Banker’s cheque (BC) is not acceptable against EMD/bid security

The Guarantee should be on non-judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s).

The date, purpose of purchase and name of the purchaser should be indicated on the sta mp paper. The stamp papers (other than e-stamp paper) should be duly signed by the sta mp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp pa per should be of any date on or before the date of execution of the Guarantee. The name of the Purchaser of stamp paper may either be the executing Surety or the party on whos

e behalf the Guarantee is issued.

In certain States, the Rules permit levy of stamp duty by the process of franking under sig nature of empowered officer. Such Guarantee shall also be accepted as duly stamped.

(List of Stamp duty Charges (applicable at present) in different states attached in ATC

Bid Security

a) Bid security shall be in the form of EMD BG / Insurance Surety Bond and to be uploade d along with Techno Commercial offer for the value as per GeM Bid. Hard copy of Original EMD BG shall reach USSC-Raipur (CBD building) within 10 working days from the Techno Commercial BOD, in line with GeM GTC.

b) The format of the Bank Guarantee shall be in accordance with the form of bank guarant ee towards bid security / insurance Surety Bond from an Insurer as per the guidelines issu ed by Insurance Regulatory and Development Authority of India (IRDAI), included in the Bi dding Documents ONLY or as per the format of GeM EMD BG.

c) Any bid not accompanied by an acceptable bid security as per tender provisions, shall b e rejected by the employer as being non-responsive and shall not be processed further.

d) The Bid Security of the Bidder whose Techno-Commercial Bid has not been found accep table, shall be returned along with letter communicating rejection of Techno-Commercial Bid. The Bid Security of the bidders who are unsuccessful after opening of Price Bids shall be returned expeditiously.

e) Confirmation of physical BGs (including Bid Security) through Structured Financial Mess aging System (SFMS)/SWIFT (Not applicable for e-BGs through NESL platform)

While issuing the physical BGs, the Bidder’s Bank shall also send electronic message throu gh secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued f rom outside India) to Employer’s Beneficiary Bank whose details are provided herein belo w:

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE,

NEW DELHI- 110001

(iv) IFSC Code: ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message format via SF MS (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)

SFMS / SWIFT message must be sent to the NTPC/Employer’s bank, details of which are m entioned in Bidding documents.

h) No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.

f) In case of Bidders opting for Bank Guarantee as Bid Security but unable to submit the O riginal Bank Guarantee in physical form at the tender opening location, before the deadlin e for submission of bids, following shall also be considered acceptable, subject to para l) b elow:

The issuing bank shall intimate through their own official e-mail id to concerned C&M depa rtment with a copy to Bidder regarding issuance / extension of Bank Guarantee (BG) alon g with following documents, before the deadline of submission of bids: -

i) The scanned copy of the BG.

ii) SFMS / SWIFT message acknowledgement copy sent to NTPC / Employer’s banker statin g the date of sending.

iii) An undertaking from the issuing Bank strictly as per format enclosed.

Bidders shall also be required to upload the scanned copy of the BG on e-tendering portal.

g) The bidder shall be required to submit all the documents in the manner as specified at para k) above, to reach NTPC/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive and not opened.

In such a case, Bidder shall also be required to submit the Original BG in physical form to r each NTPC at the address mentioned in Bidding Documents, not later than 10 days from t he date of submission of Techno-Commercial bids or before the Price Bid opening, whiche ver is earlier, failing which its bid shall be rejected and not considered for further evaluati on.

CONFIRMATION OF BGS THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT

(Not applicable for e-BGs through NeSL platform):

While issuing the physical BGs, the Bidder’s Bank shall also send electronic message throu gh secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued f rom outside India) to Employer’s Beneficiary Bank whose details are provided herein belo w:

i	Bank Name	ICICI BANK LIMITED
ii	Branch	9A, Phelps, Connaught Place, New Delhi-110001
iii	IFSC Code	ICIC0000007
iv	BG Advising Message	IFN 760COV/ IFN 767COV via SFMS
v	Field Number	7037

	vi Particulars (to be mentioned in Row 1) NTPCBG Only SFMS verified BG shall be considered, hence bidders are advised to ensure that the message is sent by their Bankers. SFMS issued by your bank may be attached along with t he BG. EMD exemption to Sellers exempted from furnishing Bid Security as per GeM GTC.
15.	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 foll owing 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 quant ity will be awarded to MSEs. ii. Where the requirement is Splitable: 25% of contract quantity will be awarded to MSEs. I n 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.
16.	**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 Kudgi** store/site, unloadi ng and stacking is in the scope of supplier. Safety norms applicable at th e 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, conform ing to **IS 11652**: **1986**, bearing manufacture's name, week of manufactu ring, and grade of cement. 5. Date of receipt of cement at site shall not be more than 2 weeks old fro m the date of manufacture. 6. Documents to be submitted:

a. Manufacturers Test Certificate against each week of manufactu re as mentioned in the bag of cement.
b. Delivery Challan/Invoice mentioning week of manufacture of ce ment.

7. The Manufacturers Test Certificate should indicate fineness, normal con sistency, initial & final setting time, soundness, Compressive strength, a nd any other test result as per tender specification.

8. Sampling & Testing:

A) After receiving of cement at **NTPC Kudgi** Store/site, cement s hall be tested at **NTPC Kudgi Lab** for Fineness, settling time & Compressive strength as per **IS 1489 PART-I.**

B) In case of cement fails to achieve the desired minimum 28 day s compressive strength as per **IS 1489 PART-I** at **NTPC Kudgi Lab**, sampling of cement shall be made in presence of represen tatives from C&M/store department, FQA department and suppli er for the supplied quantity of each week number. Afterwards, t he sampled cement specimen shall be tested at **NTPC Approv ed Third Party Lab** for Fineness, settling time & Compressive strength as per **IS 1489 PART-I**. The cost of the above testing i ncluding transportation charges shall be borne by the supplier.

In case Cement fails to achieve the desired minimum 28 days c ompressive strength as per **IS 1489 PART-I,** Su pplier has to replace the total lot without any extra financial imp lication to NTPC. Lot means the total supplied quantity in partic ular 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 meetin g 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 recei pt cum-acceptance certificate (CRAC) and on-line submission of bills.

10. Delivery Period: Supply to be done in **12 month** in a staggered manner as per requirement of **NTPC Kudgi only**. Cement to be supplied within 1 0 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..

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4. **Buyer Added Bid Specific ATC**

   Buyer uploaded ATC document Click here to view the file.

अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (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---