बिड संख्या/Bid Number: GEM/2026/B/8158521

दिनांक /Dated: 23-10-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-11-2026 18:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-11-2026 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 : Buyer Email id: klmeena@ntpc.co.in
कुल मात्रा/Total Quantity	10
वस्तु श्रेणी /Item Category	1 - M3100980135 - 100280560
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	vacuum pumps assembly
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Vacuum Filtration Assembly, Vacuum Oven, Reciprocating Pumps, industrial vacuum cleaner, Vacuum Pump, Blood Collection Tube, Vacuum Interrupter, Submersible Pumpsets (Three Phase) Conforming To IS 8034 (V2), Submersible Sewerage Pump, Axial Piston Pumps
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	• Vacuum Pump
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 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
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
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	State Bank of India
ईएमडी राशि/EMD Amount	100000

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 LIMITED
NTPC Ltd. 9th Floor, Tower – C, COMMERCIAL COMPLEX, PLOT NO: C-03, CENTRAL BUSINESS DISTRICT(CBD),Sector 21, Tuta, Atal Nagar Naya Raipur, Chhattisgarh 492018
(Ntpc Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which the bid is liable to be rejected. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other

than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.
2. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM_No.1_4_2021_PPD_dated_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

1 - M3100980135 - 100280560 (10 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Priyanshu Srivastava	495450,GSTIN: 22AAACN0255D4Z5 NTPC Stores Korba Super Thermal Power Station P.O. VIKASH BHAWAN JAMNIPALI KORBA Chhattisgarh- 495450, India Telephone No. : 07759-237111 Fax No. : 07759-237199	10	120

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	Bibbers to be complied along with offer submission
A	**MII Certificate**	As per public procurement (Preference to make in India), order 2017- May 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. **Make in India (MII): (Format is attached at Buyer uploaded ATC document of Buyer added bid specific ATC).** 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 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 reselle

rs/ distributors are excluded from calculation of local content, bidder to furnish the cost of such locally-sourced imported ite ms (Inclusive of taxes) along with break-up on license/ royalti es paid/ technical expertise cost etc. sourced from outside In dia.

For items sold by bidder as reseller, OEM certificate for countr y of origin to be submitted. v. For contracts involving supply o f multiple items, weighted average of all items to be taken w hile calculating the local content. In such tenders, bidders sho uld quote percentage of local content against each item of th e bid.

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

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

Declaration of Local Content is a self-certification which is su bmitted by a bidder clearly indicating the following details (As per attached -Annexure-8, attached in ATC):

· Description of Goods and Services offered.

· Whether meeting Class-I/Class-II/Non-Local Supplier as per t ender terms and conditions.

· Location at which local value addition is made.

In case aforesaid Certificate furnished by Contractor/Vendor i s not in line with the declaration in respect of Local Content in their bid, same shall be treated as false declaration. In such c ases, a penalty up to 10% of the contract value may be impo sed. However, contract once awarded shall not be terminated on this account.

A supplier who has been debarred / banned/ suspended in Ge M/ tendering portal by any other procuring entity for violation of PPP-MII Order shall not be eligible for evaluation/ preferenc e, as applicable for the duration of the debarment. A confirma tion in this regard shall be submitted by the Bidder along with the bid. In case of debarment by NTPC, such Supplier shall no t be eligible for evaluation. In case of debarment by any othe r entity except NTPC, such Supplier shall not be eligible for pr eference.

Complaints pertaining to Local content declaration/value addi tion, if any, may be addressed by the complainant to the com mittee constituted by MoP, for independent verification of sel f-declarations and auditor's / accountant's certificates on ran dom basis and in the case of complaints. The composition of t he committee is as specified in MoP Order ref. no. A-1/2021-F SC-Part(5) dated 16.11.2021.

In case of complaint made by any bidder to the Standing Com

		mittee 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.
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 stands 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** **c) Name of OEM (Original Equipment Manufacturer) along with manufacturing proof (Like Trademark certificate/ISO certificate in submitted offer.** **d) MII certificate from OEM (Original Equipment Manufacturer)**
D	**All post award communication/ grievance**	**NTPC Korba Store: storeincharge-korba@ntpc.co.in, priyanshusrivastava@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 evaluation.
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**	**LTE-VSC- “Subject Tender is floated on Limited Tender (LT) basis and Vendors eligible to participate have been short-listed and approved by Competent Authority as per ‘Works & Procurement Policy of NTPC’. Email will be sent to the aforesaid shortlisted vendors for participation in the subject tender on GeM Portal. Only those bidders who have received the aforesaid invitation mail from NTPC should participate in the subject tender. Any Other Bidder(s) who is not shortlisted/approved by Competent Authority for this Bid shall not be considered and Bids of such Bidder(s) shall be summarily rejected during Technical Evaluation”**

H	**SME Benefits**	MSE benefit shall be given as per following conditions: (A) 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. NOTE- A. If L1 bidder is MSE, then purchase preference is not applicable. B. If as per bid conditions, Performance Bank Guarantee (PBG) is applicable in this case, then in that case, Performance Bank Guarantee (PBG) shall be 2.5% of contract value in place of original 5% of contract value for all MSE-SC-ST or MSE-Women vendors on whom order is placed.
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 Terms**	100% payment will be released within thirty (30) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.
K	**Security Deposite (EMD)**	**Bid Security/ EMD: -** **For the Bid Security amount up to Rs. 1,00,000/- (Rupe**

es One Lacs only), the Bidders must submit the Bid Security amount through Electronic Fund Transfer (EFT) only as per details mentioned below.

ANY BID NOT ACCOMPANIED BY AN ACCEPTABLE BID SECURITY SHALL BE REJECTED BY THE EMPLOYER AS BEING NON-RESPONSIVE.

Guarantees (EFT) towards Bid Security/ EMD:
1. The Bidder shall furnish Bid Security/ EMD , as part of its Bid, in the amount and currency as stipulated in the GeM BID. The bid security amount is deposited as EFT, Proof of e-payment of Bid Security, shall be submitted in the e-tendering portal .

2. Upon successful e-payment of the Bid Security on the NTPC e-tender portal, an e-receipt shall be generated by the system, a copy of which is to be submitted by the bidder as a part of its bid, in the e-tendering portal as a proof of e-payment of Bid Security.

~~*FOR TENDERS ON GePNIC PORTAL, ELECTRONIC FUND TRANSFER (EFT) WILL BE MADE AT GePNIC PORTAL (https://eprocurentpc.nic.in/nicgep/app) ONLY.~~

***FOR TENDERS ON GeM PORTAL, ELECTRONIC FUND TRANSFER (EFT) WILL BE MADE THROUGH SBI COLLECT FACILITY ONLY at https://onlinesbi.sbi.bank.in/sbicollect/payment/listcategory.htm. A STEP-BY STEP GUIDANCE MANUAL FOR THE REMITTANCES BY BIDDERS AGAINST EMD THROUGH SBI COLLECT FACILITY IS ENCLOSED in Buyer uploaded ATC document of Buyer added bid specific ATC.**

3. Subject to clause 5 below, the Bid Security of the Bidder whose Techno-Commercial Bid has not been found acceptable, 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 after placement of award on successful bidder.

4. The Bid Security of the successful Bidder to whom the contract is awarded will be returned when the said Bidder has signed the Contract Agreement and has furnished the required Performance Securities pursuant to relevant clauses of ATC.

5. The Bid Security may be forfeited

		a) If the Bidder withdraws or varies its Bid during the period of Bid validity. b) deleted. c) If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents. d) In the case of a successful bidder, if the bidder fails within the specified time limit to furnish the acceptance of Letter of Award /Purchase Order/Service Order. e) In the case of a successful bidder, if the Bidder fails within the specified time limit to furnish the required Contract Performance Guarantee, if the same is required as per conditions of the P.O / LOA; f) If the bidder / his representative commits any fraud while competing for this Purchase Order/contract pursuant to Fraud Prevention Policy of NTPC; g) In case the bidder / contractor is disqualified from the bidding process in terms of section 3 & 4 of Integrity pact; h) Any suppression of material fact or false declaration regarding Insolvency, bankruptcy and Liquidation proceeding against Bidder, Associate, Collaborator or Technology Provider.
L	**Important Note for submission of BG's**	**Manual for Tender Fees/EMD and Processing Fees for GEM/RE/Offline Bids (Other than GePNIC) through SBI Collect is attached at Buyer uploaded ATC document of Buyer added bid specific ATC.**
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 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 con

sultant 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.

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

(B) Bidders who participate in current tender are deemed to have accepted the following Annexure as compliance to Clause "Conflict of Interest":

Annexure-1

(Compliance to "Conflict of Interest" provisions)

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

Bid Specific ATC 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 as mentioned under Buyer Added Bid Specific ATC, 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. The policy document can be accessed through the following link: **https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf**
	Delivery period	Delivery period shall be as per published GeM NIT.
PO	**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.**
P	**Instruction to bidders -Regarding offer submission**	" The Bidder shall be held solely responsible for non-submission of bids on the e-tender portal due to any reasons within the due date/ time, The Procuring Entity/NTPC shall not be held responsible or liable in any manner for the same. Bidders shall follow the guidelines/instructions available on the e-tender portal and are advised to submit their bids well before the due date and time to avoid any inconvenience or risk of non-submission."
Q	**Pre-bid queries/ representation raised in GeM shall only be replied in GeM only.**	

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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---