

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	08-12-2025 18:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	08-12-2025 18:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Power
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	Ntpc Limited
कार्यालय का नाम / Office Name	Cg
कुल मात्रा / Total Quantity	200
वस्तु श्रेणी / Item Category	PIPE: CS, FE410, GALV, ERW, PE, 6.35MM, 200MM
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	PIPE: CS,FE410,GALV,ERW,PE,6.35MM,200MM
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	MS ERW Pipe for Bus Body Building Parts as per IS 3601 (Latest), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Steel Pipes for Water and Sewage as per IS 3589, Multilayer Pe-Al-Pe Composite Plumbing Pipes As Per Iapmo Igc-India 308-2014 And Associated Fittings (NPCIL), PE-AL-PE Composite Pressure Pipes for Hot and Cold Water Supplies - IS 15450, ERW Line Pipe (as per API 5L / ISO 3183) (Oil PSU), Dry Erase Writing Boards (V3), Lambda-cyhalothrin 9.7 % CS (Capsule suspension), Lambda-cyhalothrin 02.43% CS(Capsule suspension), Pin Up Notice Board (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Waste Pipe
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Exemption for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Exemption for Years of Experience and Turnover	No

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Additional Doc 1 (Requested in ATC),Additional Doc 2 (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 दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
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
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 के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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 will be given to MSEs having valid Udyam Registration 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. 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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, while evaluating the bid. 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. F.1/4/2021-PPD dated 18.05.2023 [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.

PIPE: CS, FE410, GALV, ERW, PE, 6.35MM, 200MM (200 pieces)**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

क्या मूल्य भिन्नता लागू है?/Whether Price variation applicable?	मूल्य परिवर्तन खंड(पीवीसी) /Price Variation Clause	मूल्य भिन्नता खंड दस्तावेज़/Price variation clause document
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Yes	as per spc	a7ebe90aabc3adf0243181f6dd6f0f4a.pdf
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तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Bijaya Kumar Sahoo	759101,P. O. Talcher Thermal, Distt. ANGUL, Odisha	200	60

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Scope of Supply

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

3. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

4. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

5. 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.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SPECIAL PURCHASE CONDITIONS (SPC)

(The conditions in this section will supersede any other related conditions
anywhere else in this tender document)

- A. This tender is Limited to NTPC approved vendors for this case only and only those bidders are requested to participate who has been invited to bid against this specific GeM bid No. (GEM/2025/B/6940612.). Any other bidder who has not been shortlisted/approved & not invited to participate in this bid shall not be considered and bid of such bidder(s) shall be summarily rejected during technical evaluation on GeM portal.
- B. If non approved/shortlisted vendors are interested to participate, can do so by submitting their request with verified credentials as per Proforma for request for participation/Submission of credentials (Attachment 7) latest by dated: (within fourteen days from scheduled BOD) ,(Kindly also check the corrigendum if this date has been further extended).Any request made after this date shall not be considered and no further claim shall be entertained by Employer in this regard.
- C. (i) The verified credentials along with request letter for participation in this specific tender are to be submitted on the following mail ID (Mail ID of dealing executive :manishkumar06@ntpc.co.in). However, NTPC reserves the right to accept or reject such requests by the bidder and communication in this regard shall be given separately through mail.

(ii) The submitted PO copies along with execution related documents are to be verified and digitally signed from Independent statutory auditors (in case of company only) or from Third party inspection agencies as per the names specified below. The format for request letter and required documents are listed below.
- D. All participating vendors in this tender shall submit the mail sent/Invitation to them by the C&M /buyer department for participation in this specific tender along with offer.

Special Purchase Conditions - Volume II Section I		
1.0	TYPE OF BIDDING	Single stage Two Envelope
2.0	REVERSE AUCTION RULES	NOT APPLICABLE
3.0	PRICE BASIS	F.O.R. DESTINATION BASIS (NTPC STORES BASIS as per provision on GeM portal) Consignee address for respective item given on the GeM portal
4.0	Tender Fee	Not Applicable
5.0	EARNEST MONEY DEPOSIT (EMD) / BID SECURITY	<p>Not Applicable</p> <p>The Earnest Money Deposit (EMD) shall, at Bidders option, be in the form of</p> <p>a) The Earnest Money Deposit (EMD) shall be in the form of Bank Guarantee/electronic Bank Guarantee from the banks specified in the published Gem Bid/Insurance surety Bond as per guidelines issued by IRDAI and as per prescribed format in the bid document or on the GeM portal.</p> <p>Bid Security/EMD BG/Insurance Surety Bond should be valid for 165 days from the date of Opening of Techno-commercial offer or beyond any extension in the period of Bid validity subsequently requested.</p> <p>The Bidder shall furnish, as a part of his Bid a Earnest Money Deposit/Bid Security (in case of BG) in a sealed envelope, super scribed on the top as under,</p> <p>Tender No.</p>

.....

Due Date of Bid Opening (Date of Techno -Commercial Bid

From (Name of the Bidder)."

- b) Micro and Small Enterprises (MSEs) registered with UDYA M portal, for goods produced for goods produced & services rendered shall be exempted from paying Earnest Money Deposit.

Latest circular for exemption for EMD shall be valid however price preference shall be given as per the provision/ applicability on GeM portal

MSE benefits shall not be applicable to Trader/Dealer of Goods. Further, MSE benefits shall also not be applicable for Works Contract.

- c) As per GeM general terms and conditions (GTC)

Please see clause No.-26 below for details.

MSE Bidders shall upload valid "UDYAM Registration Certificate" as per the Govt. notifications issued in this regard time to time, along with Annexure A1/A2 declaration in the EMD folder/ Techno Commercial folder. In case of non-submission of A1/A2 declaration along with registration Certificate the offer is liable to be rejected.

Any bid for which an acceptable bid security has not been submitted before the bid submission date and time as mentioned in NIT, shall be rejected by the employer as being non-responsive and bid shall not be opened. Bid security details and scanned copy of the instrument shall be uploaded online in appropriate place.

Acceptable bid security means any one of the following:

- (I) **BANK GUARANTEE in original**

In case of Bidders opting for **Bank Guarantee** as Bid Security but unable to send the Original Bank Guarantee in physical form at the tender opening location, before the deadline for submission of bids, following shall be applicable:

(A) The issuing bank shall intimate through their own official e-mail id to concerned C&M department with a copy to Bidder regarding issuance / extension of BG along with following documents:-

- (a) The scanned copy of the BG.
- (b) SFMS message acknowledgement copy sent to NTPC banker stating the date of sending.
- (c) An undertaking through official e-mail id of bank as per format enclosed at [Annexure-A](#) attached below.

SFMS message must be sent to the Employer's bank whose details are given below at clause 6

(B) **Bidders shall be required to upload the scanned copy of the BG on GeM portal.**

The bidders are requested to send the required documents (**EMD, in case submitted by way of BG in Original**) directly to the address mentioned below, scanned copy of the EMD shall be uploaded by the seller in the online bid and hard copy of the same will have to be submitted directly to the buyer within **10 days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.**

- (II) Valid MSE registration document (UDYAM REGISTRATION COPY ONLY)
- (III) Other documents as per GeM GTC
- (IV) Insurance Surety Bond

6.0	CONFIRMATION OF BGS (CONTRACT PERFORMANCE GUARANTEE) THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided above</p> <table border="1" data-bbox="630 443 1452 862"> <tr> <td>i</td><td>Bank Name</td><td>ICICI BANK LTD.</td></tr> <tr> <td>ii</td><td>Branch</td><td>CONNAUGHT PLACE BRANCH</td></tr> <tr> <td>iii</td><td>Bank address</td><td>9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001</td></tr> <tr> <td>iv</td><td>IFSC Code</td><td>ICIC0000007</td></tr> </table> <p>BG issuing/amending bank must send the BG advice in the form of message format via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:</p> <p>BG advising message: IFN 760COV/ IFN 767COV via SFMS</p> <p>Field Number: Particulars (to be mentioned in Row 1)</p> <p>7037: NTPCBG (unique identifier)</p>	i	Bank Name	ICICI BANK LTD.	ii	Branch	CONNAUGHT PLACE BRANCH	iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001	iv	IFSC Code	ICIC0000007
i	Bank Name	ICICI BANK LTD.												
ii	Branch	CONNAUGHT PLACE BRANCH												
iii	Bank address	9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001												
iv	IFSC Code	ICIC0000007												
7.0	VALIDITY OF OFFER {ITB Clause 17.0}	120 days from the date of opening of the 'Technical & Commercial Bid' by NTPC												
8.0	TRANSFER OF BID DOCUMENTS	Not Applicable												
9.0	ELIGIBILITY REQUIREMENTS (If any)	Applicable NTPC shortlisted/approved vendors can only participate in this tender. Other agencies shall be technically rejected.												
10.0	NIL DEVIATION CERTIFICATE	This is a non-negotiable tender and any deviation on any condition(s) of this SPC to the extent possible shall render the bid as non responsive. The agency has to submit the Certificate of "NIL" Deviation as per the attached Performa below.												

11.0	COMPLIANCE ON ELIGIBILITY REQUIREMENTS	Applicable
12.0	JURISDICTION	Raipur
13.0	PLACE OF ARBITRATION	New Delhi, India
14.0	INSURANCE	Inclusive & in vendor's scope Bidder shall be responsible for insurance and safe delivery of material up to NTPC, Store.
15.0	FREIGHT	Inclusive & in vendor's scope Bidder shall be responsible for transportation and safe delivery of Material at NTPC respective Stores
16.0	DELIVERY AND COMPLETION SCHEDULE (Variation allowed, Realistic delivery period given by agencies shall be considered)	60 Days from date of PO.
17.0	PAYMENT TERMS	100% within 30 days of receipt and acceptance of material at NTPC stores/Site.
18.0	Quantity variation	(+/-) 5 %
19.0	Quantity (Or order Splitting conditions)	Not allowed

20.0	Performance Bank Guarantee (PBG)/Security Deposit	<p>The Supplier shall furnish the Security Deposit for due performance of the contract as under. On placement of order by NTPC, the Supplier will be required to furnish the Security Deposit (SD) for an amount equal to 5 % of order value. Bank Guarantee 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. SD-BG should be valid for a period of three months (3 months) beyond the expiry of Delivery schedule. The SD should be submitted within 30 days of placement of award. If no SD BG is given, then it will be deducted from initial Bills.</p> <p>The format of PBG is attached below.</p> <p>NOT APPLICABLE</p> <p>NTPC's Beneficiary Bank details for SFMS are as below:-</p> <p>For Domestic BG</p> <ul style="list-style-type: none"> i) Bank Name ICICI bank Ltd ii) Branch Connaught Place, New Delhi iii) IFSC Code ICIC0000007 iv) Secured Message type IFN 760COV / IFN 767 COV V) Field Number 7037 <p>Bidders/ Vendors are advised to ensure that their Bankers send the secure SFMS.</p> <p>PBG/SD is to be submitted at USSC-Finance, Address as under:</p> <p>NTPC Limited Unified Treasury CC Scope(BG Group), Administrative Building, NCPS Dadri, P.O. VIDYUT NAGAR, Gautam Budh Nagar DADRI-201008</p> <p>PBG/SD is to be submitted at USSC-Finance, Address as under:</p> <p>NTPC Limited Unified Treasury CC Scope(BG Group), Administrative Building, NCPS Dadri, P.O. VIDYUT NAGAR, Gautam Budh Nagar DADRI-201008</p>
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21.0	TAXES & DUTIES	<p>Inclusive as per provision on GeM portal.</p> <p>The HSN code of the material to be provided by the bidder in the offer along with item wise GST applicable rates. Based on this information provided in the offer SAP regularizing PO shall be issued in reference to the GeM contract issued on successful bidder. The SAP regularizing PO is required for raising inspection call on our team portal and for payment procedure in the NTPC SAP system.</p>
22.0	MIN.WARRANTY / GUARANTEE/DEFECT LIABILITY PERIOD	12 Months from date of use or 18 Months from date of supply whichever expires earlier
23.0	INSPECTION	At NTPC Stores after receipt of Materials
24.0	INTEGRITY PACT	Not Applicable
25.0	Evaluation Criteria	As per provision on the GeM portal
26.0	Price Adjustments	Applicable As per the formula given in bidding documents
27.0	Liquidated Damage for delay in supply	LD shall be applicable as per standard GeM general terms and conditions.
28.0	MSE Benefits	<p>Benefits under PPP 2012 for MSEs shall be provided for (a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods.</p> <p>Only Micro and Small Enterprises registered with the following shall be considered for MSE benefits:</p> <ul style="list-style-type: none"> • Udyam Registration Certificate (Only Udyam Registration Certificate shall be accepted for MSE benefit)

MSE Bidders must attach duly filled and signed [Annexure-A1](#) (format available below) along with valid MSE registration in their online bid in “Appropriate folder on GeM portal” failing which MSE benefits may not be extended to them. No further claim in this regard shall be entertained by the Employer.

Applicability of purchase preference for MSE Bidders: In order to get the purchase preference MSE vendor must apply on the GeM portal & documents to be uploaded in appropriate folder else portal will not allow the purchase preference and further evaluation shall be done as non MSE bidder. No further claim in this regard shall be entertained by the Employer.

In case of procurement, preferences to MSEs whose quoted prices are within L-1 (non-MSEs) +15% range (subject to matching of L 1 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 tendered quantity will be awarded to MSEs.

ii. Where the requirement is Splitable: 25% of the tendered contract quantity will be awarded to MSEs.

In case of more than one MSEs (for the same category) are within range of L 1 +15 % price, then 25% of tendered quantity will be awarded to the bidder in the order of priority (higher rank MSE bidder (for the same category) will be given priority). **In this case (40 % / 25 % wherever applicable) shall be awarded to single MSE.**

		MSE bidder shall submit PBG 2.5 % of Award value (If PBG is applicable in the case)
		In this case Splitting of Item is Applicable
29.0	E-WAYBILL	E WAY BILL if required shall be arranged by the vendor.
30.0	Documents to be submitted during supply	<ul style="list-style-type: none"> (a) Material Dispatch clearance certificate (b) Interchangeability Certificate (c) Guarantee Certificate (d) Invoice Copy
31.0	Conflict of Interest	<p>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:</p> <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> 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.

XX.2 Bidders shall certify their compliance to Clause "Conflict of Interest" by

accepting the following General Technical Evaluation (GTE)

"Do you certify full compliance to all provisions of Bidding Document?"

Acceptance of above GTE shall be considered as Bidder's confirmation that

Bidder has read and understood the Clause regarding "Conflict of Interest" and

its bid is in compliance to this clause.

In case it is established that Bidder has provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then its bid shall be rejected and EMD/bid security shall be forfeited.

In case of a successful bidder, if it is established that the Bidder has 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.

32.0

Other conditions

[Applicable]

Any dispute arising out of this contract shall be dealt as per the NTPC dispute resolution policy and procedures with its amendments from time to time.

The Bidder along with its associate/collaborators/sub-contractors/sub vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website <https://ntpctender.ntpc.co.in> and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice.

The Employer has in place a policy for withholding and banning of Business Dealings and same is displayed on its tender website <https://ntpctender.ntpc.co.in>. Business dealings may be withheld or banned with the Bidder/Contractor on account of any default by the contractor.

The Bidder and its employees along with its Associate/ Collaborator/ Sub Contractors / Sub-Vendors / Consultants / Service Providers and all other persons associated with business of Employer shall strictly adhere to Anti Bribery and Anti-Corruption (ABAC) Policy of Employer displayed on tender website <https://ntpctender.ntpc.co.in/>.

The bids submitted against this tender construe that bidders are in agreement and accept all the clauses of these policies.

The bids submitted by the banned/blacklisted agencies by NTPC in past shall be outrightly rejected.

The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.

a. MODIFICATION AND WITHDRAWAL OF BIDS

The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission

No bid may be withdrawn/ modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this interval may result in the Bidder being ineligible for participation in the future

		<p>nders issued from NTPC for a period of six (06) months from the date of withdrawal of the bid (for MSE bidders/ Other bidders who has submitted exemption documents) / Bidder's forfeiture of its Earnest Money Deposit (For Non MSE bidders or where BG/EMD has been submitted)</p> <p>b. INELIGIBILITY FOR FUTURE TENDERS/ RETENDERS</p> <p>i) If a bidder after opening of tenders withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of 6 months from the date of withdrawal of the bid .(Applicable for MSE bidders/ Other bidders who has submitted exemption documents)/ Bidder's forfeiture of its Earnest Money Deposit (For Non MSE bidders or where BG/EMD has been submitted)</p> <p>ii) If a bidder after having been issued the Purchase Order of a package, either does not accept the Purchase Order or does not submit an acceptable Performance Security as per tender provision then such bidder shall be treated ineligible for participation in re-tendering of this particular package and contractual action may be taken as per provisions of the Bidding documents. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings.</p>	
33.0	Risk Purchase	<p>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.</p> <p>Further, NTPC shall retain the right of forfeiture of CPG/PBG and or any other action as deemed fit.</p>	
34.0	Bid to be addressed to	<p>AGM(C&M)-CPG-1</p> <p>NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018 Email:-usgupta01@ntpc.co.in /</p>	
35.0	CONTACT PERSONS / ADDRESS	<p>Mr. D P Pradhan</p> <p>GM(C&M), NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018</p>	<p>Mr. Manish Kumar</p> <p>DGM(C&M)</p> <p>NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018</p>
	Email	dppradhan@ntpc.co.in	Manishkumar06@ntpc.co.in

7. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. 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 catalogs 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 within 4 days of bid publication on GeM. 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 are mandated to ensure compliance with all the applicable laws /

acts / rules including but not limited to all Labour Laws 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. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

[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---