



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6151104 Dated/दिनांक : 27-04-2025

## Bid Document/ बिड दस्तावेज़

Bid C	Petails/बिड विवरण
Bid End Date/Time/बिड बंद होने की तारीख/समय	12-05-2025 18:00:00
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	12-05-2025 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power
Department Name/विभाग का नाम	Na
Organisation Name/संगठन का नाम	Ntpc Limited
Office Name/कार्यालय का नाम	Ussc Cpg2 Sipat
क्रेता ईमेल/Buyer Email	buyer165.nl.mp@gembuyer.in
Total Quantity/कुल मात्रा	357
ltem Category/मद केटेगरी	Schedule1_100254001_item10_M2119993024_GRATING,GI, LIGHT WEIGHT,750MM,1000MM for NTPC Talcher Kaniha, Schedule2_100254001_item20_M2119993030_GRATING,GI, LIGHT WEIGHT for NTPC Talcher Kaniha, Schedule3_100254001_item30_M2119993017_GRATING,GI, LIGHT WEIGHT,270MM,1200MM for NTPC Talcher Kaniha, Schedule4_100254495_item10_M2119993095_GRATING,GALV,32MM,1000MM,1500MM for NTPC North Karanpura, Schedule5_100254495_item20_M2119993012_GRATING,GI,LIGHT WEIGHT,250MM,970MM for NTPC North Karanpura
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	GRATINGS
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	HOT DIP GALVANIZED STEEL SERRATED FLOOR GRATINGS, GI Grating ( in Number), GI Grating (in MT)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	GI Grating (in MT)     HOT DIP GALVANIZED STEEL SERRATED FLOOR GRATINGS
BOQ Title/बीओक्यू शीर्षक	GRATINGS
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No

Bid Details/बिड विवरण		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No	
Type of Bid/बिंड का प्रकार	Two Packet Bid	
Primary product category	Schedule1_100254001_item10_M2119993024_GRATING,GI, LIGHT WEIGHT,750MM,1000MM for NTPC Talcher Kaniha	
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days	
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No	
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/	
Arbitration Clause	No	
Mediation Clause	No	

## EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	ICICI
Schedule 1 EMD Amount/ईएमडी राशि (In INR)	123107
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	53667
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	15283
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	232065
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	75878

## ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No

(a). 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./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।

- (b). The EMD Amount will be applicable for each schedule/group selected during Bid creation.
- (c). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी:

NTPC LIMITED CPG-2, NTPC LTD. , SIPAT SUPER THERMAL POWER STATION, SAMAVESHI BHAWAN, PO:UJJWALNAGAR BILASPUR(CG)-495555 (Ntpc Limited)

#### **Reserved for Make In India products**

Reserved for Make In India products		Yes	
MSE Purchase Preference/एमएसई खरीद वरीयता			
	MSE Purchase Preference/एमएसई खरीद वरीयता	Yes	

- 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.
- 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.

### **Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quant ity
Schedule 1	Schedule1_100254001_item10_m2119993024_grating,gi,light Weight,750mm,1000mm For Ntpc Talcher Kaniha	90
Schedule 2	Schedule2_100254001_item20_m2119993030_grating,gi,light Weight For Ntpc Talcher Kaniha	40
Schedule 3	Schedule3_100254001_item30_m2119993017_grating,gi,light Weight,270mm,1200mm For Ntpc Talcher Kaniha	10
Schedule 4	Schedule4_ 100254495_item10_m2119993095_ Grating,galv,32mm,1000mm,1500mm For Ntpc North Karanpura	165
Schedule 5	Schedule5_ 100254495_item20_m2119993012_ Grating,gi,light Weight,250mm,970mm For Ntpc North Karanpura	52

# Schedule1\_100254001\_item10\_M2119993024\_GRATING,GI,LIGHT WEIGHT,750MM,1000MM For NTPC Talcher Kaniha

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ramesh Chandra Pradhan	759147,GSTIN: 21AAACN0255D1ZA NTPC Stores Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147	90	120

## Schedule2\_100254001\_item20\_M2119993030\_GRATING,GI,LIGHT WEIGHT For NTPC Talcher Kaniha

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ramesh Chandra Pradhan	759147,GSTIN: 21AAACN0255D1ZA NTPC Stores Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147	40	120

## Schedule3\_100254001\_item30\_M2119993017\_GRATING,GI,LIGHT WEIGHT,270MM,1200MM For NTPC Talcher Kaniha

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Ramesh Chandra Pradhan	759147,GSTIN: 21AAACN0255D1ZA NTPC Stores Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147	10	120

## Schedule4\_ 100254495\_item10\_M2119993095\_ GRATING,GALV,32MM,1000MM,1500MM For NTPC North Karanpura

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mukesh Jeengar	825321,GSTIN: 20AAACN0255D2ZB NTPC Stores North Karanpura Super Thermal Power Project POST- TANDWA 825321 DISTRICT- CHATRA	165	90

# Schedule5\_ 100254495\_item20\_M2119993012\_ GRATING,GI,LIGHT WEIGHT,250MM,970MM For NTPC North Karanpura

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	<u>View File</u>
BOQ Detail Document	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Mukesh Jeengar	825321,GSTIN: 20AAACN0255D2ZB NTPC Stores North Karanpura Super Thermal Power Project POST- TANDWA 825321 DISTRICT- CHATRA	52	90

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

#### 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. Inspection

**Nominated Inspection Agency:** On behalf of the Buyer organization, any one of the following Inspection Agency would be conducting inspection of stores before acceptance: Pre-dispatch Inspection at Seller Premises (applicable only if pre-dispatch inspection clause has been selected in ATC):

PDI Applicable for Schedule no. 1 to 5 - Shall be carried out by NTPC RIO at vendor's works

Post Receipt Inspection at consignee site before acceptance of stores: At NTPC Stores

## 4. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SI.No.	ATC
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	Nil Deviation Clause:
	The sellers who participate in current Tender are deemed to have fully accepted all Term s & Conditions, Technical Specifications, Data Sheets, Drawings, Quality Plans, Buyer Add ed Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction wit h Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to op ening of Techno-Commercial Bids, and the same are supposed to have been taken into c onsideration while making their Techno-Commercial Bid & Price Bid.
1.	Further it is construed that no deviation has been taken by the seller in this regard. In ca se any documents/ details/ catalogues are found to have been submitted by the bidder al ong with its bid, which is in contravention to buyer's bidding documents inter-alia including technical specification, those will not be taken into cognizance. If any deviation is observed in the bid, bidder shall have to withdraw such deviations; failing which bid shall be liable for rejection.
	Bidder/supplier shall have no right to contest the same in case supplied material is reject ed due to deviation with respect to tender specification.
2.	Bidders are requested to refer detailed technical specification (as per 'Specification Docu ment' of the bid) of the item (s). In case of any contradiction between Item Category or It em Title/Item Description (as in BOQ Detail Document) of item(s) and complete technical specification (as per Specification Document) of the item(s), only complete technical specification (as per 'Specification Document' of the bid document) of that item should be considered for the submission of offer and same shall be considered for evaluation purpose.
3.	<ul> <li>NTPC has enlisted certain vendors for the tendered items for Material Enlistment Gr oup (MEG 01MEG-06,GI GRATING/GRILL).</li> <li>Offers from the bidders who have been enlisted by NTPC as said above shall only be considered subject to meeting AATO (Average Annual Turnover) and EC (Execution capability) equal to or more than Rs. 17516000</li> <li>Offers of vendors not meeting above criteria shall not be evaluated and shall be rejected.</li> <li>The enlistment of the bidders should be valid as on either the date of Issue of NIT or the actual date of bid opening</li> </ul>
4.	If non enlisted/rejected vendors are interested in participating, can do so in future tender s first by enlisting themselves for the respective product category (MEG). They shall have to visit NTPC CPC/VDC website www.vendor.ntpc.co.in/vdc.ntpc.co.in and submit online a pplication against items/services (Material /Contract Enlistment Groups) of their choice, a s and when applications are open, as per provisions of portal. As per the provisions of portal, if they meet the criteria stipulated in the Qualifying Requirement, they may be enlist ed in line with the Terms and Conditions of enlistment. After enlistment certificates are is sued, bidders may participate for respective categories, in future tenders as per tender c onditions.
5.	Payment Term: As per GeM GTC
	Warranty / Guarantee Clause: (Applicable)
6.	18 months from the date of supply or 12 months from date of installation and commissioning / use whichever is earlier.

#### PDI Clause (Inspection and Tests): (Applicable)

- Pre-Dispatch inspection (PDI) shall be carried out by NTPC RIO at vendor's work as p er NTPC approved **SQP**.
- After receipt of Purchase Order, vendor shall raise inspection call online through UR L <a href="https://teamup.ntpclakshya.co.in">https://teamup.ntpclakshya.co.in</a>. Help document for viewing approved documents & raising inspection call is provided in the given URL.
  - After successful PDI, vendor has to submit Material Dispatch Clearance Certificate (MDCC) issued by NTPC RIO along with supply.

#### 1. Instruction for submission of Bank Guarantees (BGs):

### a) Bank Guarantee (BG) towards EMD/Bid Security:

EMD/Bid Security for an amount as specified in Bid Details shall be submitted only in the form of Bank Guarantee (BG). Any other instrument (Account Payee Dem and Draft (DD), Fixed Deposit Receipt (FDR), Banker's Cheque (BC), Insurance Surety Bond etc.) is not acceptable as an EMD instrument and bid shall be liable for rejection. Scanned copy of the Bank Guarantee (BG) shall be uploaded by Seller in the online bid and Bidder must submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding Documents, not later than 10 working days from the date of submission of Techno-Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid may be rejected and not considered for further evaluation.

Please submit the Bank Guarantee (BG) towards EMD/Bid Security in a sealed env elope super scribed GeM Bid No on top, at below mentioned address:

USSC, CPG-2 (Sipat), NTPC Limited

Samaveshi Bhawan, NTPC Sipat

PO: Ujjwal Nagar Bilaspur

Chhattisgarh India, Pin- 495555

Note: Bidders to mention the bid number on outside of envelope in which physical copy of EMD BG is submitted. If any envelope is received without tender reference/bid number mentioned on it, it may not be accepted/opened.

b) Performance Bank Guarantee (PBG): Not Applicable

# c) Confirmation of BGs (including Bid Security) through Structured Financial Mess aging System (SFMS)/SWIFT:

While issuing the physical BGs, the Bidder 's Bank shall also send electronic mess age 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 herein below:

- (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

8.

d) BG issuing/amending bank must send the BG advice in the form of message format via S FMS (Structured Financial Messaging System) as provided by RBI. The format of the mess age 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)

2. The Stamp paper of appropriate value shall be purchased in the name of guarantee is suing bank or the party on whose behalf the BG is being issued. The Bank Guarantee s hall be issued on non-judicial Stamp paper of appropriate value as per Stamp act prev ailing in the States where the BG is to be submitted (Uttar Pradesh in case of PBG / Ch hattisgarh in case of EMD) OR is to be acted upon (State where concerned plant/Unit i s situated - Only for PBG) OR the rate prevailing in the state where the BG is executed (State where BG issuing Bank branch is situated), whichever is higher.

For reference, Stamp Duty Charges as applicable on Bank Guarantee in different states is attached with the tender. However, it may please be noted that the Stamp Duty applicable on BG for different States may change time to time. Therefore, bidders are advised to ascertain the applicable Stamp Duty at the time of execution of BG.

- **3.** The date of purchase of stamp paper, purpose of purchase and name of the purchase r should be indicated on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either be the executing Bank or the party on whose behalf the BG is issued.
- **4.** Extension of all BGs should be on Stamp paper of same value as that of the original B G. Minimum extension of any BG should be three months.
- 5. The format of the Bank Guarantee shall be in accordance with the form of B ank Guarantee towards Bid Security/EMD/Performance security attached wit h the GeM bid (NTPC Format Annexure 1, 2 & 3 as applicable). Any bid no t accompanied by an acceptable bid security in a separate sealed envelope s hall be rejected by the Employer as being non-responsive.

#### **Post Bid Clarification:**

9.

- · In the event subsequent clarification(s)/query(ies) by NTPC are sought from bidder a nd bidder fails to respond or responds with incorrect / inadequate or non-compliant inf ormation, the bid shall be liable for rejection.
- During techno-commercial evaluation of offer, reply given by bidder against the quer ies/clarifications asked and further accepted by NTPC shall be an integral part of the G eM Contract. Contract shall be executed in accordance with the same.

## Clarification/Bid Submission extension requests:

10.

- Bidders are requested to check the bid document thoroughly as soon as bid is publis hed on GeM portal. If any clarification is required, immediately raise the representation on GeM portal within the timeline allowed by GeM portal.
- Clarifications sought outside GeM portal through any email/phone/SMS etc. shall not be entertained.
- Requests for extension in Bid Submission time through any email/phone/SMS etc. sh all not be entertained.

#### Consignee Details

- NTPC Stores Talcher Super for Schedule 1 to 3.
- Name: Sh. RAMESH CHANDRA PRADHAN
- Email: rcpradhan@ntpc.co.in
- Mob:- 9437299951,7328816998
- · All post award communication/ grievance will be addressed to consignee at e mail id: <a href="mailto:storeincharge-talcher@ntpc.co.in">storeincharge-talcher@ntpc.co.in</a>
- NTPC Stores North Karanpura for Schedule 4 & 5
- Name: Sh. MUKESH JEENGAR
- Email: mukeshjeengar@ntpc.co.in
- · Mob:- 9416212376
- All post award communication/ grievance will be addressed to consignee at e mail id: <a href="mailto:storeincharge-northkaranpura@ntpc.co.in">storeincharge-northkaranpura@ntpc.co.in</a>
- In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id: <u>vendor grievance cpg2@ntpc.co.in</u>.
- Any communication other than post award are not to be asked through above mail IDs. NTPC will not take cognizance of any such correspondence sent to above mail IDs and shall be out rightly ignored.

#### **Conflict of Interest**

11.

- **(A)** A bidder shall not have conflict of interest with other bidders. Such conflict of intere st can lead to anti-competitive practices to the detriment of Employer's interests. A b idder may be considered to have a conflict of interest with one or more parties in thi s bidding process, if:
  - a) they directly or indirectly control, or are controlled by or are under common contr ol 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(ie s), that puts them in a position to have access to information about or influence o n 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) p articipated 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 pr oviders, one agent cannot represent two manufacturers/service providers or quot e on their behalf in a particular tender enquiry. One manufacturer/service provide r can also authorize only one agent. There can be only one bid from the following:
    - The principal manufacturer/service provider directly or through one Indian a gent 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 individual ly or in concert, directly or indirectly, including by virtue of their shareholding or ma nagement rights or shareholders' agreements or voting agreements or in any other manner.

12. 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 t o 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 rejecte d and bid security shall be forfeited.
	We also understand that in case we become successful bidder, if it is established tha t we have not complied with terms of aforesaid Clause as mentioned under Buyer Ad ded Bid Specific ATC, during execution of contract, this would be considered as fraud ulent practice as mentioned in para 5.1 (j) of Policy for Debarment from Business De alings 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
13.	No contract shall be awarded to a bidder against whom a Debarment Order has been iss ued as per Employer's Policy for Debarment from Business Dealings. Policy details can be referred at the URL given below:
13.	<ul> <li>https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf</li> <li>https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf</li> </ul>
14.	<b>Risk purchase:</b> In the event of Suppliers failure to supply the material of acceptable qual ity in scheduled delivery period, NTPC reserves the right to procure the materials from an y 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.
15.	<b>Common IP Addresses:</b> 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 m atching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

## **Vendor Code for Creation of regularizing SAP PO in NTPC:**

Bidders kindly note that NTPC shall create a regularizing SAP PO (internal PO) against res pective gem contract for payment purposes. Following details will be used for creation of a regularizing SAP PO, as applicable.

- (i) If vendor code matching with PAN/GSTIN is already available in NTPC records.
- In this case, vendor's existing vendor code in NTPC shall be used and payment shall be r eleased to vendor's existing bank account as updated in NTPC records.
  - (ii) If the bidder is a new vendor and does not have a vendor code in NTPC:

In such cases, NTPC shall create a vendor code as per vendor's details (including bank de tails) fetched from GeM portal only, at the time of creation of Vendor Code. Payment shall be released accordingly.

#### MSE benefit shall be given as per following conditions:

- (A) In case of procurement of Goods/Services, where requirement is not splitable, pref erence to MSEs shall be given as follows subject to matching of LI price:
- 1. First Preference to SC/ST & Women MSE-s i.e. Women SC-ST MSE.
- 2. Second preference to SC/ST -MSE Only
- 3. Third Preference to Women- MSE only.
- 4. Others MSFs.
  - **(B)** In case the requirement is Splitable, out of the 25% quantity/value, 4% shall be re served for SC/ST and 3% shall be reserved for Women and balance qty. out of 25% sh all be divided in all MSEs within the margin of purchase preference subject to matchin q of LI price (LI is Non-MSME & Quoted price of MSEs are L 1+15%).
    - 1. In case of non-availability of SC/ST-MSE vendor within L  $1+15\,\%$  Margin, 7% wil I go to women-MSE & 18% to others MSEs.
- 2. In case of non-availability of Women-MSE, then 7% to SC/ST-MSE and 18% to others M SEs.
  - 3. In case of non-availability of both SC/ST & women-MSEs, all 25 % goes to other MSEs.
    - **(C)** In case where in a non-splitable tender two or more bidders have quoted the sam e price, preference shall be given as per follows:
  - 1. First Preference to SC/ST & Women MSE
  - 2. Second preference to SC/ST-MSE
  - 3. Third Preference to Women-MSE
  - 4. Others
  - **(D)** If as per bid conditions, Performance Bank Guarantee (PBG) is applicable in this cas e, 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

## Disclaimer/अस्वीकरण

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 <u>attached categories</u>, 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.

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.

This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

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./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।

---Thank You/धन्यवाद---