

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2025 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-06-2025 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (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	Cpg 03 Ntpc Simhadri
क्रेता ईमेल/Buyer Email	buyer12.ntpc.odisha@gembuyer.in
Total Quantity/कुल मात्रा	160
Item Category/मद केटेगरी	M4711056066 - DMW JOINT D44 5X5 T22 D44 5X5 6 T91 , M4711990179 - DMW JOINT D 44 5X7 1MM T91 T22 BHEL , M4711990180 - REDUCER D 51 44 5X7 1MM T91 BHEL DIV SH , M4716146001 - DMW JOINT 63 5X6 3 SA213T22 , M4716146003 - DMW JOINT BEND BHEL , M4716556001 - DISSIMILAR JOINT TUBE D54X4 5 , M4716990898 - REDUCER D54 44 5X5MM T22 BHEL RH , M4716990899 - REDUCER D63 5 54X6 3MM T22 BHEL RH , M4716990900 - REDUCER D63 5 54X5 0MM TP347H BHEL RH , M4719036011 - SWAGED NIPPLE 38 1-44 5X5-7 1MM A210-C , M4803156015 - TUBE BEND DISSIMILAR JOINT 63 5MM , M4803156017 - TUBE BEND DISSIMILAR JOINT 54MM 4MM
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	DMW JOINT,D44.5X5,T22 + D44.5X5.6,T91
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Redundant Joint Apparatus, Groove Joint Pliers, Chlorpheniramine Maleate + Dextromethorphan + Phenylephrine Tablets (V2), Cable Joint Kit (V2), Oxide Inhibiting Electrical Joint Compound, Diclofenac + Linseed Oil + Menthol + Methyl Salicylate Topical Forms (V2), Steering Universal Joint Cross Assembly, Sofas (V2), Multiple Slip Joint Pliers - IS 6118, Amoxicillin + Clavulanic Oral Liquid
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Bulk Head Fitting(BHEL)
BOQ Title/बीओक्यू शीर्षक	9900303872 Procurement of DMW and reducer for Boiler

Bid Details/बिड विवरण	
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
Participation restricted to CPSE/DPSU seller	Yes (This bid is reserved for participation only by CPSE/DPSU sellers and hence CPSE/DPSU sellers will be exempted from payment of Transaction charges)
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/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	M4711056066 - DMW JOINT D44 5X5 T22 D44 5X5 6 T91
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Required/आवश्यकता	No
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ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

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.

M4711056066 - DMW JOINT D44 5X5 T22 D44 5X5 6 T91

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

Technical Specifications/तकनीकी विशिष्टियाँ

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BOQ Detail Document	View File

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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	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	20	270

M4711990179 - DMW JOINT D 44 5X7 1MM T91 T22 BHEL

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	20	270

M4711990180 - REDUCER D 51 44 5X7 1MM T91 BHEL DIV SH

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	5	270

M4716146001 - DMW JOINT 63 5X6 3 SA213T22

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	5	270

M4716146003 - DMW JOINT BEND BHEL

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	10	270

M4716556001 - DISSIMILAR JOINT TUBE D54X4 5

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	20	270

M4716990898 - REDUCER D54 44 5X5MM T22 BHEL RH

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	20	270

M4716990899 - REDUCER D63 5 54X6 3MM T22 BHEL RH

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier

respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	5	270

M4716990900 - REDUCER D63 5 54X5 0MM TP347H BHEL RH

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	5	270

M4719036011 - SWAGED NIPPLE 38 1-44 5X5-7 1MM A210-C

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	20	270

M4803156015 - TUBE BEND DISSIMILAR JOINT 63 5MM

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	20	270

M4803156017 - TUBE BEND DISSIMILAR JOINT 54MM 4MM

(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)

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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Anshul Goel	231223,Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223 GST NO 09AAACN0255D9ZO	10	270

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

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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Doc no: CPG-3 C&M-PUR-ST-GEM-ATC

1. The offer submitted by the OEM vendor- "M/s. BHARAT HEAVY ELECTRICALS LTD" shall only be accepted. However, in place of OEM/OES, the offers received from a Single Authorized agency of the OEM/OES vendor shall be accepted provided Tender specific authorization of the OEM/OES is uploaded along with their offer. The bids of all other vendors shall be invariably rejected.
2. **PRICE BASIS:** The Price Quoted shall be firm till the completion of delivery and on F.O.R. Destination Site basis. Bidder has to quote the unit basic price inclusive of P&F, Freight, Insurance Charges, GST and any other charges
3. **WARRANTY /GUARANTEE:** The provision for warranty/guarantee will be 12 Months from the date of installation/first use or 18 Months from the date of dispatch whichever is earlier. No separate Guarantee/ Warranty Certificate is required to be submitted by the Supplier along with the material. The Guarantee/ Warranty terms and conditions shall be binding on the supplier.
4. **Interchangeability:** Vendor shall stand for interchangeability of the spares with the existing components and for fitment into existing equipment without any mismatch. No separate Fitment/Interchangeability Certificate is required to be submitted by the Supplier along with the material. The Fitment/Interchangeability terms and conditions mentioned above shall be binding on the supplier.
5. **INSPECTION: PDI is applicable.**

PDI shall be carried out by NTPC• Pre-Dispatch Inspection (PDI) shall be done by NTPC as per P.O. terms & conditions and approved Quality Plan. Reference Quality Plan (RQP) is enclosed for review and acceptance. .. Vendor should mention in their offer the place where PDI will be carried out by NTPC.
6. Vendor has to provide HSN code and applicable GST rate which is included in the price of each item quoted.
7. Bidder(s) is requested to submit the following documents along with BID to avoid delay in getting the clarifications and confirmations.
 - a. Technical Data Sheet for all the offered items.
 - b. Signed Technical Compliance for all the offered items.
 - c. Duly signed and stamped present Special Purchase Conditions document in support of acceptance
 - d. Documents in Support of Price justification: Vendors are requested to submit the documents like- POs issued by NTPC/Govt Organization/ Any reputed Organization / Material indices justifying the Price hike/Price lists etc. along with their bid in support of their quoted rate

s.

e. Signed Quality Plan

f. Any other documents specified in technical specifications document

8. 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 Supplier's 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.

9. Bidder(s) are requested to provide the following along with their offer: Delivery period mentioned in the BID document is indicative and bidder(s) shall put all efforts to accept the same. If Bidder is NOT able to accept the BID delivery period, Bidder may provide the Earliest Possible Delivery Period _____ DAYS with LD clause applicable. Delivery Period will be finalized at the time of award on mutual consent. At present there is no provision to change the delivery period while awarding the contract in GeM portal, the delivery period without LD will be extended to the mutually accepted delivery period. No need of any corrigendum to change the delivery period.

10. Documents required for payment:

- a. Invoice
- b. LR/RR Copy
- c. Certificate of compliance
- d. MDCC
- e. **Any other documents specified in bid**

11. Anti-Bribery and Anti-Corruption (ABAC) Policy:

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/>.

Adherence to NTPC ABAC policy shall be provided by bidder in the form of declaration as per Annexure-I given below.

12. CONFLICT OF INTEREST

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

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

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

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

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.

Adherence to NTPC aforementioned clause shall be provided by bidder in the form of declaration as per Annexure-II given below.

13. If you submit the bid against this GEM tender, it is deemed that you are adhering to /complying with Annexure-I and II below. No further claim regarding this shall be entertained.

ANNEXURE-I

(Adherence to Employer's Anti-Bribery and Anti-Corruption (ABAC) Policy)

We and our employees along with our associate / collaborator/ subcontractors / sub vendors / consultants / service providers shall strictly abide by 'Anti-Bribery and Anti-Corruption (ABAC) Policy' of Employer as displayed on tender website at <https://ntpctender.ntpc.co.in/> under section 'policy docs' and undertake that we represent and confirm that we are aware of, understand, and will comply with all applicable laws and regulations relating to anti-corruption and anti-bribery and the ABAC Policy of Employer. In addition, each Party agrees that so long as it is conducting business with the other Party or the other Party's affiliates, it will not, directly or indirectly, on behalf of the other Party or the other Party's affiliates promise, offer, solicit, authorize, give or receive bribe, or other corrupt payment, item or service of value, or any other corrupt advantage, whether in cash or in kind, in relation to the participation in the tender.

ANNEXURE-II

(Compliance to "Conflict of Interest" provisions)

We confirm that we have read and understood the ITB* Clause regarding "Conflict of Interest" and our bid is in compliance to this clause.

In case it is established that we have provided any false information in pursuance of the aforesaid ITB* Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited.

We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid ITB* Clause, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of "Policy for Debarment from Business Dealings" and shall be dealt accordingly.

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 [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.

[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 कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---