

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	14-05-2025 09:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	14-05-2025 09:30:00
<b>Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)</b>	120 (Days)
<b>Ministry/State Name/मंत्रालय/राज्य का नाम</b>	Ministry Of Power
<b>Department Name/विभाग का नाम</b>	Na
<b>Organisation Name/संगठन का नाम</b>	Ntpc Limited
<b>Office Name/कार्यालय का नाम</b>	Ussc Cpg2 Sipat
<b>क्रेता ईमेल/Buyer Email</b>	rrkondappa@ntpc.co.in
<b>Total Quantity/कुल मात्रा</b>	40
<b>Item Category/मद केटेगरी</b>	Schedule-1 - 10 - M4763056120 , Schedule-2 - 20 - M4763056135 , Schedule-3 - 30 - M4763056136 , Schedule-4 - 40 - M4763056140 , Schedule-5 - 50 - M4763056141 , Schedule-6 - 60 - M4763056344
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	PIPE BEND MARK B710 BOILER, PIPE BEND MARK B725, PIPE BEND MARK B726, PIPE BEND MARK B730, PIPE BEND MARK B731, SLEEVE MARK B760 BOILER
	<p><b>Searched String:</b> PIPE BEND MARK B710 BOILER</p> <p>Commercial CPVC Pipe Fittings, Chemical Splash Proof Goggle, Hand Operated Hydraulic Pipe Bender, Rigid GI Pipe (BHEL), Steel Tubes, Tubulars and Other Steel Fittings as per IS 1239 (Part 2 - Steel Pipe Fittings), Sprinkler Pipes (Part 2) Fitting, Quick Coupled Polyethylene Pipes Fittings as per IS 14151, High Density Polyethylene (HDPE) Laminated Woven Lay Flat Tube for Irrigation Purpose ISI marked to 16190, Non - Smooth External Surface Pipe, Type B as per IS 16098</p> <p><b>Searched String:</b> PIPE BEND MARK B725</p> <p>Commercial CPVC Pipe Fittings, Chemical Splash Proof Goggle, Hand Operated Hydraulic Pipe Bender, Rigid GI Pipe (BHEL), Steel Tubes, Tubulars and Other Steel Fittings as per IS 1239 (Part 2 - Steel Pipe Fittings), Sprinkler Pipes (Part 2) Fitting, Quick Coupled Polyethylene Pipes Fittings as per IS 14151, High Density Polyethylene (HDPE) Laminated Woven Lay Flat Tube for Irrigation Purpose ISI marked to 16190, Non - Smooth External Surface Pipe, Type B as per IS</p>

Bid Details/बिड विवरण	16098
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	<p><b>Searched String:</b> PIPE BEND MARK B726</p> <p>Commercial CPVC Pipe Fittings, Chemical Splash Proof Goggle, Hand Operated Hydraulic Pipe Bender, Rigid GI Pipe (BHEL), Steel Tubes, Tubulars and Other Steel Fittings as per IS 1239 (Part 2 - Steel Pipe Fittings), Sprinkler Pipes (Part 2) Fitting, Quick Coupled Polyethylene Pipes Fittings as per IS 14151, High Density Polyethylene (HDPE) Laminated Woven Lay Flat Tube for Irrigation Purpose ISI marked to 16190, Non - Smooth External Surface Pipe, Type B as per IS 16098</p> <p><b>Searched String:</b> PIPE BEND MARK B730</p> <p>Commercial CPVC Pipe Fittings, Chemical Splash Proof Goggle, Hand Operated Hydraulic Pipe Bender, Rigid GI Pipe (BHEL), Steel Tubes, Tubulars and Other Steel Fittings as per IS 1239 (Part 2 - Steel Pipe Fittings), Sprinkler Pipes (Part 2) Fitting, Quick Coupled Polyethylene Pipes Fittings as per IS 14151, High Density Polyethylene (HDPE) Laminated Woven Lay Flat Tube for Irrigation Purpose ISI marked to 16190, Non - Smooth External Surface Pipe, Type B as per IS 16098</p> <p><b>Searched String:</b> PIPE BEND MARK B731</p> <p>Commercial CPVC Pipe Fittings, Chemical Splash Proof Goggle, Hand Operated Hydraulic Pipe Bender, Rigid GI Pipe (BHEL), Steel Tubes, Tubulars and Other Steel Fittings as per IS 1239 (Part 2 - Steel Pipe Fittings), Sprinkler Pipes (Part 2) Fitting, Quick Coupled Polyethylene Pipes Fittings as per IS 14151, High Density Polyethylene (HDPE) Laminated Woven Lay Flat Tube for Irrigation Purpose ISI marked to 16190, Non - Smooth External Surface Pipe, Type B as per IS 16098</p> <p><b>Searched String:</b> SLEEVE MARK B760 BOILER</p> <p>Chemical Splash Proof Goggle, Shirts Plain Weave Polyester and Cotton Full Sleeve, MEDICAL GOWNS - DISPOSABLE, Shirt Polyester and Cotton Half Sleeve for IAF Personnel</p>
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>Commercial CPVC Pipe Fittings</li> </ul>
<b>BOQ Title/बीओक्यू शीर्षक</b>	CERAMIC BENDS AND SLEEVES
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Document required from seller/विक्रेता से मांगे गए दस्तावेज़</b>	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
<b>Do you want to show documents uploaded by bidders to all bidders participated in bid?/</b>	No

Bid Details/बिड विवरण	
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Schedule-1 - 10 - M4763056120
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

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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#### Reserved for Make In India products

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

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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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:

<b>Evaluation Schedules</b>	<b>Item/Category</b>	<b>Quantity</b>
Schedule 1	Schedule-1 - 10 - M4763056120	6
Schedule 2	Schedule-2 - 20 - M4763056135	3
Schedule 3	Schedule-3 - 30 - M4763056136	3
Schedule 4	Schedule-4 - 40 - M4763056140	3
Schedule 5	Schedule-5 - 50 - M4763056141	15
Schedule 6	Schedule-6 - 60 - M4763056344	10

#### **Schedule-1 - 10 - M4763056120**

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

#### **Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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	6	180

**Schedule-2 - 20 - M4763056135****(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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	3	180

**Schedule-3 - 30 - M4763056136****(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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	3	180

**Schedule-4 - 40 - M4763056140**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
BOQ Detail Document	<a href="#">View File</a>

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	3	180

**Schedule-5 - 50 - M4763056141**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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

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

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>
1	Ramesh Chandra Pradhan	759147,GSTIN: 21AAACN0255D1ZA NTPC Stores Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147	15	180

**Schedule-6 - 60 - M4763056344**

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

**Technical Specifications/तकनीकी विशिष्टियाँ**

<b>Specification Document</b>	<a href="#">View File</a>
<b>BOQ Detail Document</b>	<a href="#">View File</a>

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

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

<b>S.No./क्र. सं.</b>	<b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b>	<b>Address/पता</b>	<b>Quantity/मात्रा</b>	<b>Delivery Days/डिलीवरी के दिन</b>

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	180

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

### 1. 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 %.

### 2. Generic

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

### 3. Scope of Supply

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

### 4. 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):

NTPC RIO

Post Receipt Inspection at consignee site before acceptance of stores:  
NTPC SITE STORE

### 5. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

SN	ATC PR-100255746
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1.	<p><b>Nil Deviation Clause:</b></p> <p>The sellers who participate in current Tender are deemed to have fully accepted all Terms &amp; Conditions, Technical Specifications, Data Sheets, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids, and the same are supposed to have been taken into consideration while making their Techno-Commercial Bid &amp; Price Bid.</p> <p>Further it is construed that no deviation has been taken by the seller in this regard. In case any documents/ details/ catalogues are found to have been submitted by the bidder along 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.</p> <p>Bidder/supplier shall have no right to contest the same in case supplied material is rejected due to deviation with respect to tender specification.</p>
2.	<p>"Bidders are requested to refer detailed technical specification of the item(s). In case of any contradiction between short text of item(s) and complete technical specification of the item(s), <u>only complete technical specification of that item should be considered for the submission of offer and same shall be considered for evaluation purpose.</u>"</p>
3.	<p><b>Enlistment</b></p> <p><b>NTPC has enlisted certain vendors for the tendered items for Material Enlistment Group as per the below details:</b></p> <p><b>MEG No: 46MEG-06</b></p> <p><b>Name: Ceramic Lined Items</b></p> <p><b>AATO/EC: Rs. 18,91,878.24 or more</b></p> <ul style="list-style-type: none"> <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). <b>The enlistment of the bidders should be valid as on either date of Issue of NIT or the actual date of Bid Opening.</b> Offers of vendors not meeting above criteria shall not be evaluated and shall be rejected.</li> <li>If non enlisted/rejected vendors are interested to participate, can do so in future tenders first by enlisting themselves for the respective product category (MEG). They shall have to visit NTPC CPC website <a href="http://www.vendor.ntpc.co.in">www.vendor.ntpc.co.in</a> and submit online application against items/services (Material / Contract Enlistment Groups) of their choice. If they meet the criteria stipulated in the Qualifying Requirement, they shall be enlisted in line with the Terms and Conditions of enlistment.</li> </ul>
4.	<p><b>Payment Term:</b> As per GeM GTC</p>
5.	<p><b>Warranty / Guarantee Clause: Applicable</b></p> <p>18 months from the date of supply or 12 months from date of installation and commissioning whichever is earlier.</p>
6.	<p><b>Interchangeability Clause: NOT Applicable</b></p>
7.	<p><b>Test / Calibration / Any Other Certificate Clause : NOT Applicable</b></p>

<b>8.</b>	<p><b>PDI Clause (Inspection and Tests): Applicable</b>  <b>Pre-Dispatch inspection (PDI) shall be carried out at vendors work as per NTPC approved QP /MQP / RQP / SQP.</b>  After receipt of Purchase Order, vendor shall raise inspection call online through URL <a href="https://teamup.ntpclakshya.co.in">https://teamup.ntpclakshya.co.in</a>. Help document for viewing approved documents &amp; 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.</p>
<b>9.</b>	<b>Integrity Pact Clause: Not Applicable</b>
<b>10.</b>	<b>EMD: NOT APPLICABLE</b>
<b>11.</b>	<p><b>Applicable clauses for MSE Category SC/ST/Women</b>  <b>Splitting Applicable - Purchase preference to MSEs shall be given as follows:</b></p> <ul style="list-style-type: none"> <li>Out of the 25% quantity/ value, 4% shall be reserved for SC/ST, 3% shall be reserved for Women and balance quantity out of 25% shall be divided in all MSEs within the margin of purchase preference, subject to matching of L1 price (in case L1 is Non-MSME &amp; Quoted price of MSEs are L1+15%).</li> <li>In case of non-availability of SC/ST-MSE vendor within L1+15 % Margin, 7% will go to women-MSE &amp; 18% to others MSEs.</li> <li>In case of non-availability of Women-MSE, 7% will go to SC/ST-MSE and 18% to other MSEs.</li> <li>In case of non-availability of both SC/ST &amp; women-MSEs, all 25% will go to other MSEs</li> </ul>
<b>12.</b>	<p><b>Post Bid Clarification:</b></p> <ul style="list-style-type: none"> <li>In the event subsequent clarification(s)/query(ies) by NTPC are sought from bidder and bidder fails to respond or responds with incorrect / inadequate or non-compliant information, the bid shall be liable for rejection.</li> <li>During techno-commercial evaluation of offer, reply given by bidder against the queries/clarifications asked and further accepted by NTPC shall be an integral part of the GeM Contract. Contract shall be executed in accordance with the same.</li> </ul>
<b>13.</b>	<p><b>Post Award Communications &amp; Grievances:</b></p> <ul style="list-style-type: none"> <li>All post award communication/ grievance will be addressed to consignee at email id "storeincharge-talcher@ntpc.co.in" (Email ID of Respective NTPC Store)</li> <li>In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id vendor_grievance_cpg2@ntpc.co.in</li> <li>Note: 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 outrightly ignored</li> </ul>

14.

### **Conflict of Interest**

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

- a) they directly or indirectly control, or are controlled by or are under common control of another entity; or
- b) they have the same legal representative/agent for purposes of their bid; 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.**

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

#### **Annexure-1**

##### **(Compliance to "Conflict of Interest" provisions)**

We confirm that we have read and understood the Clause as mentioned under Buyer Added Bid Specific ATC regarding "Conflict of Interest" and our bid is in compliance to this clause.

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

We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid Clause as mentioned under Buyer Added Bid Specific ATC, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of Policy for Debarment from Business Dealings and shall be dealt accordingly. The policy document can be accessed through the following link:

[https://ntpctender.ntpc.co.in/Heading/Policy\\_for\\_Debarment\\_from\\_Business\\_Dealings.pdf](https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf)

15.	No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer's Policy for Debarment from Business Dealings. Policy details can be referred at the URL given below:  <a href="https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf">https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf</a> <a href="https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf">https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf</a>
16.	<b>Risk purchase:</b> In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.
17.	<b>Common IP address:</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 matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

#### 6. Buyer Added Bid Specific ATC

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

### 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.

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---**