

**Bid Document/ बिड दस्तावेज़**

<b>Bid Details/बिड विवरण</b>	
<b>Bid End Date/Time/बिड बंद होने की तारीख/समय</b>	09-06-2025 11:00:00
<b>Bid Opening Date/Time/बिड खुलने की तारीख/समय</b>	09-06-2025 11:30:00
<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>	buyer35.ntpc.bdl@gembuyer.in
<b>Total Quantity/कुल मात्रा</b>	33
<b>Item Category/मद केटेगरी</b>	Schedule 1 _ Item_10_M1851710252_100254405 , Schedule 2 _ Item_20_M1851703236_100254405 , Schedule 3 _ Item_30_M1851710240_100254405 , Schedule 4 _ Item_40_M1851710244_100254405 , Schedule 5 _ Item_50_M1851710248_100254405 , Schedule 6 _ Item_60_M1851710256_100254405
<b>GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS</b>	100254405_M1851710252 VV,CHK: IS5312,FG260,PN16,150MM,SGL DOOR
<b>GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS</b>	Parallel Bar - Outdoor Gym Equipment, Door Handles as per IS 208, Curtains (V2), Galvanized Steel Chain Link Fence Fabric (V2) conforming to IS 2721, Screw Drivers as per IS 844, Hexagonal Head Bolts, Screws and Nuts of Product Grades A and B as per IS 1364, Swing Check Type Reflux Valves for Water Works Purposes (Single Door Pattern) (V2) as per IS 5312 (Part1), Stud with Nuts, M.S Stopper for Traffic Control (Portable Barrier), Mechanically Woven, Double - Twisted, Hexagonal Wire Mesh Gabions, Revet Mattresses and Rock Fall Netting as per IS 16014
<b>अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification</b>	<ul style="list-style-type: none"> <li>• Check Valve(API 594)</li> <li>• Swing Type Check Valve</li> </ul>
<b>BOQ Title/बीओक्यू शीर्षक</b>	CHECK VALVES NRVs
<b>MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट</b>	No

Bid Details/बिड विवरण	
<b>Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट</b>	No
<b>Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया</b>	No
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Primary product category</b>	Schedule 1 _ Item_10_M1851710252_100254405
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	2 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Item wise evaluation/
<b>Arbitration Clause</b>	No
<b>Mediation Clause</b>	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	No
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. 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.

2. 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	Quantity
Schedule 1	Schedule 1 _ Item_10_m1851710252_100254405	4
Schedule 2	Schedule 2 _ Item_20_m1851703236_100254405	4
Schedule 3	Schedule 3 _ Item_30_m1851710240_100254405	4
Schedule 4	Schedule 4 _ Item_40_m1851710244_100254405	15
Schedule 5	Schedule 5 _ Item_50_m1851710248_100254405	4
Schedule 6	Schedule 6 _ Item_60_m1851710256_100254405	2

#### Schedule 1 \_ Item\_10\_M1851710252\_100254405

#### 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
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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	4	180

## Schedule 2 \_ Item\_20\_M1851703236\_100254405

### 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	Mukesh Jeengar	825321,GSTIN: 20AAACN0255D2ZB NTPC Stores North Karanpura Super Thermal Power Project POST-TANDWA 825321 DISTRICT-CHATRA	4	180

## Schedule 3 \_ Item\_30\_M1851710240\_100254405

### 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	Mukesh Jeengar	825321,GSTIN: 20AAACN0255D2ZB NTPC Stores North Karanpura Super Thermal Power Project POST-TANDWA 825321 DISTRICT-CHATRA	4	180

**Schedule 4 \_ Item\_40\_M1851710244\_100254405****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	Mukesh Jeengar	825321,GSTIN: 20AAACN0255D2ZB NTPC Stores North Karanpura Super Thermal Power Project POST-TANDWA 825321 DISTRICT-CHATRA	15	180

**Schedule 5 \_ Item\_50\_M1851710248\_100254405****Technical Specifications/तकनीकी विशिष्टियाँ**

Specification Document	<a href="#">View File</a>
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**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	4	180

**Schedule 6 \_ Item\_60\_M1851710256\_100254405****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	2	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**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

**3. Generic**

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

**4. Scope of Supply**

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

**5. Certificates**

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

**6. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

	<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>
<b>1.</b>	<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), only complete technical specification of that item should be considered for the submission of offer and same shall be considered for evaluation purpose."</p>
3.	<ul style="list-style-type: none"> <li>· NTPC has enlisted certain vendors for the tendered items for Material Enlistment Group ( MEG: 18MEG-01C, Name: Vendor Enlistment for "GENERAL PURPOSE MANUALLY OPERATED CI NRV/CHECK VALVES (18MEG-01C) (Cat: 1)").</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. 5,00,001.00.</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 issuance of NIT or the actual date of bid opening. "</li> <li>· All participating vendors in this tender shall submit their latest enlistment certificate issued to them with mention of AATO &amp; EC values for the item category (MEG) or submit any other proof of their enlistment in which AATO &amp; EC along with MEG is mentioned.</li> </ul>
4.	<p>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.</p>



5.	<p><b><u>MSE preferences:</u></b></p> <ol style="list-style-type: none"> <li>1. In case of procurement of Goods/Services, where requirement is not splittable, preference to MSEs shall be given as follows subject to matching of L1 price: <ol style="list-style-type: none"> <li>a) First Preference to SC/ST &amp; Women MSE-s i.e. Women SC-ST MSE.</li> <li>b) Second preference to SC/ST -MSE Only</li> <li>c) Third Preference to Women- MSE only.</li> <li>d) Others MSEs.</li> </ol> </li> <li>2. In case the requirement is Splittable, out of the 25% quantity/value, 4% shall be reserved for SC/ST and 3% shall be reserved for Women and balance qty. out of 25% shall be divided in all MSEs within the margin of purchase preference subject to matching of L1 price (L1 is Non-MSME &amp; Quoted price of MSEs are L 1+15%). <ol style="list-style-type: none"> <li>a) In case of non-availability of SC/ST-MSE vendor within L 1+15 % Margin, 7% will go to women-MSE &amp; 18% to others MSEs.</li> <li>b) In case of non-availability of Women-MSE, then 7% to SC/ST-MSE and 18% to others MSEs.</li> <li>c) In case of non-availability of both SC/ST &amp; women-MSEs, all 25 % goes to other MSEs.</li> </ol> </li> <li>3. In case where in a non-splittable tender two or more bidders have quoted the same price, preference shall be given as per follows: <ol style="list-style-type: none"> <li>a) First Preference to SC/ST &amp; Women MSE</li> <li>b) Second preference to SC/ST-MSE</li> <li>c) Third Preference to Women-MSE</li> <li>d) Others</li> </ol> </li> </ol>
6.	<p><b>Payment Term:</b></p> <p>As per GeM GTC</p>
7.	<p><b>Warranty / Guarantee Clause:</b></p> <p>18 months from the date of supply or 12 months from date of installation and commissioning / use whichever is earlier. Vendor should submit guarantee/warranty certificate along with supply.</p>

8.	<p><b><u>[I]Pre-Dispatch Inspection-Applicable only for schedule- 6.</u></b></p> <ul style="list-style-type: none"> <li>Pre-Dispatch inspection (PDI) shall be carried out by NTPC RIO at vendor's work as per NTPC approved SQP: CPG-QA-SQP-M031 Rev. 00 dtd 18.07.2022.</li> <li>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.</li> </ul> <p>After successful PDI, vendor has to submit Material Dispatch Clearance Certificate (MDCC) issued by NTPC RIO along with supply.</p> <p><b><u>[II]PDI is not Applicable for schedule-1 to 5:-</u></b></p> <p>Pre-Dispatch Inspection (PDI) by NTPC is not envisaged.</p> <p>Vendor, along with material, shall submit test certificate / internal inspection reports as per document: STANDARD TC / INSPECTION REPORT REQUIREMENT vide STCR NO: CPG-QA-STC-M-008 Rev. 01 dated 17-01-2024 (attached with technical sheet in bid).</p> <p><b><u>[III]</u></b>The vendor has to use an identification tag for all the items during the execution of GeM Contract.</p>
9.	<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>
10.	<ul style="list-style-type: none"> <li>All post award communication/ grievance will be addressed to consignee at email id: "storeincharge-nabinagar@ntpc.co.in".</li> <li>In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id: - <a href="mailto:vendor_grievance_cpg2@ntpc.co.in">vendor_grievance_cpg2@ntpc.co.in</a>.</li> <li>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>
	<p style="text-align: center;"><b>Conflict of Interest</b></p> <p><b>(A)</b> A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <p>a) they directly or indirectly control, or are controlled by or are under common control of another entity; or</p>

11.	<p>b) they have the same legal representative/agent for purposes of their bids; or</p> <p>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</p> <p>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</p> <p>e) Bidder participates in more than one bid in this bidding process.</p> <p>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:</p> <ol style="list-style-type: none"> <li>The principal manufacturer/service provider directly or through one Indian agent on his behalf; and</li> <li>Indian/foreign agent on behalf of only one principal.</li> </ol> <p>For the purposes of this clause the term 'control' shall have the following meaning:</p> <p>"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.</p> <p><b>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></p> <p><b>(B) Bidders who participate in current tender are deemed to have accepted the following Annexure as compliance to Clause "Conflict of Interest":</b></p> <p style="text-align: center;"><b>Annexure-1</b></p> <p style="text-align: center;"><b>(Compliance to "Conflict of Interest" provisions)</b></p> <p>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.</p> <p>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.</p> <p>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:</p> <p><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></p>
12.	<p>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:</p> <ul style="list-style-type: none"> <li>· <a href="https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf">https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf</a></li> <li>· <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></li> </ul>

13.	<p style="text-align: center;"><b>RISK PURCHASE</b></p> <p>In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit.</p>
14.	<p style="text-align: center;"><b>COMMON IP ADDRESSES</b></p> <p>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 &amp; shall not be considered for further evaluation.</p>

## 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---**