



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5668223 Dated/दिनांक : 09-12-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	23-12-2024 16:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	23-12-2024 16:30:00			
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			
Total Quantity/कुल मात्रा	824			
ltem Category/मद केटेगरी	Sch1_100248006_10_M5530076004_RETURN ROLLER ASSY TRF, Sch2_100248006_20_M5530076003_FEED ROLLER TRF, Sch3_100248006_30_M5530076006_FEED ROLLER BRACKET TRF, Sch4_100248006_40_M5530076007_ROLLER BRACKET TRF LTD, Sch5_100248006_50_M5530076002_APRON PAN TRF APRON FEEDER 2400X18100, Sch6_100248006_60_M5530076008_GUIDE RAIL TRF APRON FEEDER 2400X18100, Sch7_100248006_70_M5530076015_HEAD SPROCKET TRF APRON FEEDER			
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	TRF MAKE APRON FEEDER SPARES			
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Digital Handheld Transceiver Set (HANDHELD RADIO)			
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Conveyor roller			
BOQ Title/बीओक्यू शीर्षक	PROCUREMENT OF SPARES FOR APRON FEEDER AT CHP NTPC KUDGI			
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छ्ट	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	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	Sch1_100248006_10_M5530076004_RETURN ROLLER ASSY TRF		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 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)	15872
Schedule 2 EMD Amount/ईएमडी राशि (In INR)	29273
Schedule 3 EMD Amount/ईएमडी राशि (In INR)	1793
Schedule 4 EMD Amount/ईएमडी राशि (In INR)	2431
Schedule 5 EMD Amount/ईएमडी राशि (In INR)	42464
Schedule 6 EMD Amount/ईएमडी राशि (In INR)	3146
Schedule 7 EMD Amount/ईएमडी राशि (In INR)	5025

# 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 Ltd

EMD-BG should be sent directly through post/ courier at below mentioned address:- AGM (C&M-Purchase) NTPC Ltd Unified Shared Service Centre , CPG – 2, Sipat Super Thermal Power Station Samaveshi Bhavan PO – UjjwalNagar, Dist – Bilaspur Chhattisgarh 495 555 (Ntpc Ltd)

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

MSE Purchase Preference/एमएसर्ड खरीद वरीयता

Reserved for Make In India products	Yes
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	Quantit y
Schedule 1	Sch1_100248006_10_m5530076004_return Roller Assy Trf	130
Schedule 2	Sch2_100248006_20_m5530076003_feed Roller Trf	220
Schedule 3	Sch3_100248006_30_m5530076006_feed Roller Bracket Trf	220
Schedule 4	Sch4_100248006_40_m5530076007_roller Bracket Trf Ltd	130
Schedule 5	Sch5_100248006_50_m5530076002_apron Pan Trf Apron Feeder 2400x18100	98
Schedule 6	Sch6_100248006_60_m5530076008_guide Rail Trf Apron Feeder 2400x18100	24
Schedule 7	Sch7_100248006_70_m5530076015_head Sprocket Trf Apron Feeder	2

## Sch1\_100248006\_10\_M5530076004\_RETURN ROLLER ASSY TRF

(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	Doraiah Naidu Karri	586121,GSTIN: 29AAACN0255D1ZU NTPC Stores Kudgi Super Thermal Power Project BASAVANA BAGEWADI, 586121 BIJAPUR	130	180

# Sch2\_100248006\_20\_M5530076003\_FEED ROLLER TRF

(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	Doraiah Naidu Karri	586121,GSTIN: 29AAACN0255D1ZU NTPC Stores Kudgi Super Thermal Power Project BASAVANA BAGEWADI, 586121 BIJAPUR	220	180

# Sch3\_100248006\_30\_M5530076006\_FEED ROLLER BRACKET TRF

(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 reter	attached BOC	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	Doraiah Naidu Karri	586121,GSTIN: 29AAACN0255D1ZU NTPC Stores Kudgi Super Thermal Power Project BASAVANA BAGEWADI, 586121 BIJAPUR	220	180

# Sch4\_100248006\_40\_M5530076007\_ROLLER BRACKET TRF LTD

(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	Doraiah Naidu Karri	586121,GSTIN: 29AAACN0255D1ZU NTPC Stores Kudgi Super Thermal Power Project BASAVANA BAGEWADI, 586121 BIJAPUR	130	180

Sch5\_100248006\_50\_M5530076002\_APRON PAN TRF APRON FEEDER 2400X18100

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

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
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	Doraiah Naidu Karri	586121,GSTIN: 29AAACN0255D1ZU NTPC Stores Kudgi Super Thermal Power Project BASAVANA BAGEWADI, 586121 BIJAPUR	98	180

# Sch6 100248006 60 M5530076008 GUIDE RAIL TRF APRON FEEDER 2400X18100

(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	Doraiah Naidu Karri	586121,GSTIN: 29AAACN0255D1ZU NTPC Stores Kudgi Super Thermal Power Project BASAVANA BAGEWADI, 586121 BIJAPUR	24	180

# Sch7\_100248006\_70\_M5530076015\_HEAD SPROCKET TRF APRON FEEDER

(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	Doraiah Naidu Karri	586121,GSTIN: 29AAACN0255D1ZU NTPC Stores Kudgi Super Thermal Power Project BASAVANA BAGEWADI, 586121 BIJAPUR	2	180

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

# 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

		ATC (PR No: 100248006)	SI.No.
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	Nil Deviation Clause:
	The sellers who participate in current Tender are deemed to have fully accepted all Terms & Conditions, Technical Specifications, Data Sheets, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Docume nts, 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 & Price Bid.
1.	Further it is construed that no deviation has been taken by the seller in this reg ard. In case any documents/ details/ catalogues are found to have been submitt ed 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 int o cognizance. If any deviation is observed in the bid, bidder shall have to withdr aw 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 rejected due to deviation with respect to tender specification.
2.	"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."
	Subject Tender is floated on Limited Tender (LT) basis and Vendors eli gible to participate have been short-listed and approved by NTPC.
3.	Email has been sent to the aforesaid shortlisted vendors for participation in the subject tender on GeM Portal. Only those bidders who have received the aforesa id invitation mail from NTPC should participate in the subject tender.
	Other Bidder(s) who is not shortlisted for this Bid shall not be consider ed and bids of such Bidder(s) shall be summarily rejected.
4.	Payment Term:
71	As per GeM GTC
	Warranty / Guarantee Clause : (Applicable)
5.	18 months from the date of supply or 12 months from date of installation and c ommissioning / use whichever is earlier.
	Interchangeability Clause: (Applicable)
6.	The offered items should be Interchangeable with the items existing in NTPC Si te and if fails to interchange; the same shall be replaced free of cost.

	(Applicable for schedule 1, 2, 3, 4, 6, 7)
7.	
,,	Bidder shall submit Test Certificates as per Standard TC / Inspection Repot requirement along with supply.
	PDI Clause (Inspection and Tests):
	(Applicable for schedule 5)
8.	<ul> <li>Pre-Dispatch inspection (PDI) shall be carried out by NTPC RIO at vendor's work as per NTPC approved MQP / RQP / SQP.</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> <li>After successful PDI, vendor has to submit Material Dispatch Clearance Certificate (MDCC) issued by NTPC RIO along with supply.</li> </ul>
9.	Integrity Pact Clause: (Not Applicable)
	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 Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bond etc.) is not acceptable as an EMD instrument and bid shall be liable for rejection.  Please submit the Bank Guarantee (BG) towards EMD/Bid Security in a sealed envelope 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
	Bidder shall be required to submit the Original BG in physical form to reach to NTPC not later than 10 days from the date of submission of Techno Commercial bids or before the Price Bid opening, whichever is earlier, fai ing which its bids shall be rejected and not considered for further evaluation.
b	Performance Bank Guarantee (PBG):
	Except for the BGs towards Bid Security/EMD, which are required to be so bmitted by the Bidders along with the Bids and the BGs issued by the banks outside India, all other BGs should be received from the Bank directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:
	Unified Treasury (BG Group)
	onnied Treasury (BG Group)

Dadri NTPC Limited,

PO: Vidyut Nagar Distt: Gautam Budh Nagar

Uttar Pradesh- 201008

A soft copy of the BG (other than BG towards Bid Security) is mandatorily required to be mailed to Unified Treasury Group at <a href="maileo-ubg@ntpc.co.in">ubg@ntpc.co.in</a> by the issuing Bank.

c) Confirmation of BGs (including Bid Security) through Structured Financi al Messaging System (SFMS)/SWIFT:

While issuing the physical BGs, the Bidder 's Bank shall also send electron ic message through secure SFMS (in case of BGs issued from within India ) or SWIFT (in case of BGs issued from outside India) to Employer 's Ben eficiary 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- 11 0001

(iv) IFSC Code: ICIC0000007

d) BG issuing/amending bank must send the BG advice in the form of message for mat via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message 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 guar antee issuing bank or the party on whose behalf the BG is being issued. The B ank Guarantee shall be issued on non-judicial Stamp paper of appropriate value as per Stamp act prevailing in the States where the BG is to be submitted (Uttar Pradesh in case of PBG / Chhattisgarh in case of EMD) OR is to be acted upon (State where concerned plant/Unit is 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.

Bidders may please note that the applicable stamp duty is to be paid before o r at the time of executing the Bank Guarantee. BGs with deficient stamp pape r value will not be acceptable and submission of stamp paper for deficit stamp value post execution of the BG is not admissible".

For reference, Stamp Duty Charges as applicable on Bank Guarantee in different states is attached with the tender. However, it may plea se be noted that the Stamp Duty applicable on BG for different State s may change time to time. Therefore, bidders are advised to ascert ain the applicable Stamp Duty at the time of execution of BG. Please note that Bidder shall be responsible for any deficit in Stamp Duty a s bid shall be liable for rejection.

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10.

**3.** The date of purchase of stamp paper, purpose of purchase and name of the purchaser should be indicated on the stamp paper. The stamp papers (other t han e-stamp paper) should be duly signed by the stamp vendor. The date of s

	ale 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.
	<b>4.</b> Extension of all BGs should be on Stamp paper of same value as that of the original BG. Minimum extension of any BG should be three months.
	The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD/Performance security attached with the GeM bid (NTPC Format - Annexure - 1, 2 & 3 as a pplicable). Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.
11.	Query/representation, if any, may be raised on GeM portal only by using the R epresentation window within 04 days of bid publication.
	Post Bid Clarification:
12.	<ul> <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 to be rejected.</li> </ul>
	<ul> <li>During techno-commercial evaluation of offer, reply given by bidder against t he queries/clarifications asked and further accepted by NTPC shall be an inte gral part of the GeM Contract. Contract shall be executed in accordance with t he same.</li> </ul>
	<ul> <li>All post award communication/ grievance will be addressed to consignee at e mail id: "storeincharge-kudgi@ntpc.co.in.</li> </ul>
13.	<ul> <li>In case of non-resolution of the issue, matter can be escalated along with pre vious correspondence(s) to email id: - vendor grievance cpg2@ntpc.co.in.</li> <li>Any communication other than post award are not to be asked through abov e mail IDs. NTPC will not take cognizance of any such correspondence sent to above mail IDs and shall be outrightly ignored.</li> </ul>
	<ul> <li>(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 Employ er's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if: <ul> <li>a) they directly or indirectly control, or are controlled by or are under comm on control of another entity; or</li> <li>b) they have the same legal representative/agent for purposes of their bids; or</li> <li>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</li> <li>d) Bidder and/or any of its allied entity(ies), which directly or indirectly control</li> </ul> </li> </ul>
	ol(s) or is(are) controlled by or is(are) under common control of another e ntity, has(ve) participated as a consultant in the preparation of the desig n or technical specifications of the contract that is the subject of the tend er; or
	e) Bidder participates in more than one bid in this bidding process. f) In cases of agents quoting on behalf of their principal manufact urers/service providers, one agent cannot represent two manufacturers/s ervice providers or quote on their behalf in a particular tender enquiry. O ne manufacturer/service provider can also authorize only one agent. There can be only one bid from the following:

- The principal manufacturer/service provider directly or through one In dian 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 con trol the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of t heir 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 In dia/State Government.

(B) Bidders who participate in current tender are deemed to have acc epted the following Annexure as compliance to Clause "Conflict of I nterest":

### **Annexure-1**

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

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

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

We also understand that in case we become successful bidder, if it is establi shed that we have not complied with terms of aforesaid Clause as mentione d under Buyer Added Bid Specific ATC, during execution of contract, this wo uld be considered as fraudulent practice as mentioned in para 5.1 (j) of Poli cy 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

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. Po licy details can be referred at the URL given below:

**15.** 

14.

- · https://ntpctender.ntpc.co.in/Heading/Fraud Prevention Policy.pdf
- https://ntpctender.ntpc.co.in/Heading/Policy\_for\_Debarment\_from\_Business\_Dealings.pdf

### Risk purchase

16.

In the event of Suppliers failure to supply the material of acceptable quality in sc heduled delivery period, NTPC reserves the right to procure the materials from a ny 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 a nd or any other action as deemed fit.

### 2. Buyer Added Bid Specific ATC

Buyer uploaded ATC document Click here to view the file.

### 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):

At Vendor's Works by NTPC RIO

Post Receipt Inspection at consignee site before acceptance of stores: At Site Store by User Department

### 4. Inspection

Pre-dispatch inspection at Seller premises (Fee/Charges to be borne by the BUYER): Before dispatch, the goods will be inspected by Buyer / Consignee or their Authorized Representative or by Nominated External Inspection Agency (independently or jointly with Buyer or Consignee as decided by the Buyer) at Seller premises (or at designated place for inspection as declared / communicated by the seller) for their compliance to the contract specifications. Fee/Charges taken by the External inspection Agency and any external laboratories testing charges shall be borne by the Buyer. For in-house testing, the Sellers will provide necessary facilities free of cost. Seller shall notify the Buyer through e-mail about readiness of goods for pre-dispatch inspection and Buyer will notify the Seller about the Authorized Representative/ Nominated External Inspection Agency and the date for testing. The goods would be dispatched to consignee only after clearance in pre-dispatch inspection. Consignee's right of rejection as per GTC in respect of the goods finally received at his location shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by Buyer/ Consignee or its Nominated External Inspection Agency prior to the goods' shipment. While bidding, the sellers should take into account 7 days for inspection from the date of email offering the goods for inspection. Any delay in inspection beyond 7 days shall be on the part of the buyer and shall be regularised without Liquidated Damages.

When there is requirement of submission the advance sample, the seller shall inform the buyer promptly through emails about the date of submission of sample to the buyer nominated Inspection agency.

#### 5. Generic

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

### 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.

### 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---