

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	29-01-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	29-01-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Power
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Ntpc Limited
कार्यालय का नाम/Office Name	Ussc Cpg2 Raipur
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Vibratory Soil Compactor-100261136_ M6500000784
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Vibratory Soil Compactor
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Vibratory Compactor (Soil Compactor and Tandem Roller), Mobile Storage Compactors, Soil Compactor, Soil Scoop, Soil Auger, Refuse Compactor (V2), Soiled linen Trolley, Soil Moisture Sensor, Capacitance based Soil Moisture Sensor, Nutrient Supplement For Soil Fertility And Soil Health (Sericulture Use Only) (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Vibratory Compactor (Soil Compactor and Tandem Roller)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	50000

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	21

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कटेगरी 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।/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.

(b). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

NTPC LIMITED

NTPC LIMITED 9th Floor Tower-C Commercial Complex Plot No. C-03, Central business District (CBD), Sector - 21, Atal Nagar, Naya Raipur Dist-Raipur (Chhattisgarh) PIN-492018

(Ntpc Limited)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई के लिए आरक्षित / Reserved for Make In India products

एमआईआई के लिए आरक्षित / Reserved for Make In India products	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	100

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 100% (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.

Vibratory Soil Compactor-100261136_ M6500000784 (1 pieces)

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

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer
Specification Document

[Download](#)

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

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Uma Shanker Yadav	201008,GSTIN: 09AAACN0255D9ZO National Capital Power Project P.O. VIDYUT NAGAR GAUTAM BUDH NAGAR(U.P.) 201008	1	120

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

1. Generic

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. 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 %.

3. Generic

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

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

4. Generic

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

5. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

6. **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.

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

The following terms and conditions are applicable for the all items.

1. 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.

2. Vendor shall submit TC as per Manufacturers standard along with Material.

3. Payment Term: As per GeM GTC

4. Warranty /Guarantee certificate etc. should be handed over to NTPC Ltd, Dadri. Warranty of shall 1 year /1000 Hours. Whichever occurs first.

5. Bidders who will submit "UDYAM REGISTRATION CERTIFICATE", shall only be eligible for MSE benefits/ purchase preference. Bidder(s) who will submit any other documents e.g. NSIC etc., will not be eligible for MSE purchase preference/ benefit.

In case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:

(i) Award shall be given to L1 bidder if L1 bidder is a MSE.

(ii) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity to bring down its price to match with L1 bidder. The award shall be placed on the MSE vendor who matches the price quoted by L1 bidder subject to following order of MSE preference.

MSE Preference:

In case of tenders where splitting of quantity is not possible, participating MSEs quoting price within price band of L1 + 15 percent shall be allowed to execute the package by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise. The award shall be made as follows:

(i) Award shall be given to L1 bidder if L1 bidder is a MSE.

(ii) In case L1 bidder is not a MSE, then all the MSE vendor(s) who have quoted within the range of L1 + 15%, shall be given the opportunity to bring down its price to match with L1 bidder. The award shall be placed on the MSE vendor who matches the price quoted by L1 bidder subject to following order of MSE preference.

MSE Preference:

In case of procurement of goods / services, preferences to MSEs whose quoted prices are within L1 (non-MSEs) +15% range (subject to matching of L1 price) will be given in the following order:

- a) SC-ST Women MSEs
- b) SC-ST other than Women MSEs
- c) Women MSEs
- d) Other MSEs

The MSE order quantity will be as per following:

- i. Where the requirement is Not-Splittable: 100% of contract quantity will be awarded to MSEs.
- ii. Where the requirement is Splittable: 25% of contract quantity will be awarded to MSEs. In case of more than one MSEs (for the same category) are within range of L1+15 % price, then 25% of tendered quantity will be divided equally amongst them.

Note:

- a. Where the requirement is Not-Splittable.
- b. "In case MSE Benefit/ Purchase Preferences for MSE and/or Class-I local supplier is applicable as per the provisions specified in the Bidding documents and if during evaluation of Bids, Negotiation is required to be conducted - the Negotiation shall be carried out with L1 Bidder.

Further, eligible MSE and/or Class-I local supplier as per the provisions specified in the Bidding documents with respect to MSE Benefit/Purchase Preferences shall be offered to match the Negotiated/ Awardable price of L-1 Bidder in the order of their ranking & eligibility based on Original quoted price of L-1 Bidder (before Negotiation)."

6. MII document/ declaration shall be submitted along with the bid as per GeM Bid terms and conditions.

(a). MII document/ declaration shall be issued from OEM (Original equipment's manufacturer) on OEM's letterhead only else offer shall be liable for rejection/ MII purchase preference shall not be given.

(b). MII document shall clearly mention the MLC (%) for offered schedules.

7. Nil Deviation:- "The sellers who participate in current Tender are deemed to have fully accepted all Terms & Conditions, Technical Specifications, Delivery Days, Data Sheets, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunct

ion 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. 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, those will not be taken into cognizance and will stand automatically withdrawn."

Bidder/supplier shall have no right to contest the same in case supplied material is rejected due to deviation with respect to

tender specification.

8. Liquidated Damages : If the Seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract value of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoever.

9. "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."

10. Post Bid Clarification:

· 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.

· 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.

11. All post award communication/ grievance will be addressed to consignee at email id: storeincharge-dadri@ntpc.co.in for dadri Consignee. In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id: - yendorgrievancecpg2@ntpc.co.in

12. EMD exemption is allowed as per the GeM GTC.

II. Bidders of non-exemption category must submit EMD-BANK GUARANTEE as detailed below,

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 physical Bank Guarantee (BG). Any other instrument (Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque, Insurance Surety Bond, e-BG etc.) is not acceptable as an EMD instrument and bid shall be liable for rejection.

Please submit the original Bank Guarantee (BG) towards EMD/Bid Security in a sealed envelope super scribed GeM Bid No on top, at below mentioned address directly or through regist

ered post/speed post:

NTPC LIMITED

9th Floor Tower-C
Commercial Complex Plot No. C-03,
Central business District (CBD),
Sector - 21, Atal Nagar, Naya Raipur
Dist-Raipur
(Chhattisgarh)
PIN-492018

(Scanned copy of the same shall be uploaded by Bidder in the online bid and Bidder shall be required to submit the Original BG in physical form to reach NTPC not later than 10 working days from the date of submission of Techno- Commercial bids or before the Price Bid opening, whichever is earlier, failing which its bid shall be rejected and not considered for further evaluation)

b) Confirmation of BGs (including Bid Security) through Structured Financial Messaging System (SFMS)/SWIFT:

While issuing the physical BGs, the Bidder 's Bank shall also send electronic 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 Beneficiary Bank whose details are provided herein below:

- (i) Bank Name: ICICI Bank Limited
- (ii) Branch: CONNAUGHT PLACE BRANCH
- (iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001
- (iv) IFSC Code: ICIC0000007

c) BG issuing/amending bank must send the BG advice in the form of message format 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)

(Beneficiary: NTPC Limited)

(The beneficiary field (7034) in the SFMS must be NTPC Limited.)

2. Stamp paper of appropriate value shall be purchased in the name of guarantee issuing bank or the party on whose behalf the BG is being issued. The Bank 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 (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.

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

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 than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on th

e stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either be the executing Bank or the party on whose behalf the BG is issued.

4. Extension of all BGs should be on Stamp paper of same value as that of the original BG. Minimum extension of any BG should be three months.

5. The EMD BG should be valid for 45 days beyond the Bid Offer Validity

Period as specified in the Tender/Bid Document.

The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD attached with the GeM bid as Buyer uploaded ATC document in Buyer Added Bid Specific ATC. (NTPC Format - Annexure - II).

Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.

13. Performance Bank Guarantee

d) Performance Bank Guarantee (PBG):

PBG should be received from the Bank directly through post/ courier, by Unified Treasury, Dadri at below mentioned address:

Unified Treasury (BG Group)

Administrative Building, NCPS

Dadri NTPC Limited,

PO: Vidyut Nagar Distt: Gautam Budh Nagar

Uttar Pradesh- 201008

A soft copy of the BG is mandatorily required to be mailed to Unified Treasury Group at atubg@ntpc.co.in by the issuing Bank.

e) Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT:

While issuing the physical BGs, the Bidder's Bank shall also send electronic 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 Beneficiary Bank whose details are provided herein below:

(v) Bank Name: ICICI Bank Limited

(vi) Branch: CONNAUGHT PLACE BRANCH

(vii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001

(viii) IFSC Code: ICIC0000007

f) BG issuing/amending bank must send the BG advice in the form of message format 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)

- g) Contract Performance Bank Guarantee value is five percent (05%) of the Contract value. Contract Performance Bank Guarantee value for SC / ST & Women MSEs shall be 2.5% of the Contract value.**

((i) Beneficiary must be NTPC LIMITED , (ii)7034 field in the SFMS must be NTPC LIMITED.)

- 2.** Stamp paper of appropriate value shall be purchased in the name of guarantee issuing bank or the party on whose behalf the BG is being issued. The Bank 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) 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 or at the time of executing the Bank Guarantee. BGs with deficient stamp paper 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 please be noted that the Stamp Duty applicable on BG for different States may change time to time. Therefore, bidders are advised to ascertain the applicable Stamp Duty at the time of execution of BG. Please note that Bidder shall be responsible for any deficit in Stamp Duty.

- 5.** 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 than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either be the executing Bank or the party on whose behalf the BG is issued.
- 6.** 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.

5. All Bank Guarantees should be enforceable for minimum ninety (90 days) after expiry of its validity.

The format of the Bank Guarantee shall be in accordance with the form Of Performance bank Guarantee attached with the GeM bid as Buyer uploaded ATC document in Buyer Added Bid Specific ATC. (NTPC Format - Annexure -III).

14. 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.

15. Conflict of Interest

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

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

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

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

Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.

16. 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 AT C 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

8. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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 shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (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. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

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।/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.

---धन्यवाद/Thank You---