

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	11-05-2026 10:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	11-05-2026 10:30:00
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	00010 M5300000048 DSL GEN: 125KVA, 415V, 3, 50HZ, TROLLEY MTD
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	125KVA Trolley mounted DG set
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Diesel Generator Set as per JSS 6115-27-2022, Diesel Power Generator (up to 900 KVA), Diesel Generator Set as per MHA QRs, Truck Mounted Fog Cannon / Anti Smog Gun / Dust Suppression System, Watermist and Caf Fire Extinguisher High Pressure Trolley Mounted (V3), Distribution Transformer, 3 Phase, upto and Including 200 KVA ISI Marked To IS 1180 (Part 1), Trolley Mounted AC Supply lighting tower with LED Flood Light, Watermist and Caf Fire Extinguisher Low Pressure Trolley Mounted (V2), Power sprayer, Inverted Mirror Trolley Mounted Under Vehicle Search Mirror Convex Security Mirrors (V2)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Diesel Power Generator (up to 900 KVA)
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 विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC), Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	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	5
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
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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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).	27

(a). 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.

(b). ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

NTPC LTD

NTPC Ltd, 9th Floor, Tower-C, Commercial Complex, Plot No: C-03, Central Business District, Sector-21, Post Sector-27, Atal Nagar / Nava Raipur, Chhattisgarh, PIN - 492018 India
(Ntpc Ltd)

UIN Number NCTGC2415P

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

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

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.

00010 M530000048 DSL GEN: 125KVA, 415V, 3, 50HZ, TROLLEY MTD (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
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	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	180

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

1. 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.

2. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

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):

By NTPC RIO at Vendor's Works

Post Receipt Inspection at consignee site before acceptance of stores:
NTPC Site Stores

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Buyer Added Bid Specific Terms and Conditions (PR No: 100268772)	
1.	<p>Nil Deviation Clause for all Schedules:</p> <p>Compliance to all provisions of the bidding document (Nil Deviation bid) is mandatory which is to be accepted through the "Seller undertaking" during submission of offer by the seller in GeM. Through their acceptance, the seller undertakes the following:</p> <ol style="list-style-type: none">1. With reference to our bid submitted against the tender, we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendment(s) / Clarification(s) / Addenda/Errata (if any) issued by the Employer prior to opening of Techno-Commercial Bids and the same has been taken into consideration while making our Techno-Commercial Bid & Price Bid and we declare that we have not taken any deviation in this regard.2. We understand that in case the Products and/or Services offered do not meet the technical requirements, then our bid shall be rejected as Technically non-responsive.3. We also confirm that in case we refuse to withdraw additional conditions/deviations/exceptions/implicit or explicit, found anywhere in the techno-commercial bid, our bid shall be rejected as Technically non-responsive. <p>We further confirm that if any deviation/variation in any form is found in our Price Bid, the EMD shall be forfeited".</p>

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."

~~1. EMD exemption as per GeM GTC~~

~~2. Bidders of non-exemption category must submit EMD bank guarantee as detailed below:~~

~~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 e-BG / physical 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 physical Bank Guarantee (BG) towards EMD/Bid Security in a sealed envelope superscribed GeM Bid No on top, at below mentioned address:~~

~~NTPC Limited~~

~~9th Floor, Tower C Commercial Complex~~

~~Plot No: C-03, Central Business District (CBD)~~

~~Sector 21, Atal Nagar, Nava Raipur~~

~~Chhattisgarh India, 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 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) **Performance Bank Guarantee (PBG):**

PBG for an amount as specified in Bid Details shall be submitted only in the form of e-BG / physical 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 PBG instrument.

Except for the BGs towards Bid Security/EMD, which are required to be submitted 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)

Administrative Building, NCPS

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 ubg@ntpc.co.in by the issuing Bank.

All the BGs except BG against bid security should be valid up to the validity period mentioned in the Bidding Documents and should be enforceable for minimum ninety (90) days after expiry of its validity.

c) 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

d) 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)
(The Beneficiary field 7034 in the SFMS must be NTPC LTD.)

- 2.** The 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 / 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.
- 3.**

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 Bidders 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 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.
- 4.** The name and designation of the Officer of the Bank executing the BG and his power of Attorney/ Signing Power No. should be duly indicated in the BG.
- 5.** 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.
- 6. The EMD BG should be valid for 45 days beyond the Bid Offer Validity Period as specified in the Tender/Bid Document.**
- 7.** Contract Performance Guarantee (CPG) value for SC/ST & Women MSEs shall be 50% of the normal CPG value applicable to other bidders.
- 8. PBG should be valid for entire guarantee/warranty period and 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 Bank Guarantee towards Bid Security/EMD/Performance security attached with the GeM bid (NTPC Format - Annexure - 1, 2 & 3 as applicable). Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive.

9. e-BG details for new BGs

1	Beneficiary	NTPC Ltd
2	PAN Number of the Beneficiary	AAACN0255D
3	Date of Incorporation of the Beneficiary	07.11.1975
4	Beneficiary Bank IFSC Code	SBIN0017313
5	Account No.	10813608669
6	Registered Address	NTPC Ltd, NTPC Bhavan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi - 110003
7	Pin Code	110003
8	Active Mobile No of the Beneficiary	9425281436
9	Active E Mail id of the Beneficiary	amiteshanand@ntpc.co.in
10	Beneficiary BU Code (BG Business Area)	Please mention business area of BG pertaining project/station
11	Contract reference Number	Please mention Contract/Sale Order no.
12	Vendor Code	Please mention NTPC Vendor code

	<p>MSE Preferences:</p> <p>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:</p> <ol style="list-style-type: none"> SC-ST Women MSEs SC-ST other than Women MSEs Women MSEs Other MSEs <p>4. The MSE order quantity will be as per following:</p> <ol style="list-style-type: none"> Where the requirement is Not-Splittable: 100% of contract quantity will be awarded to MSEs. 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. <p>For availing MSE purchase preference vendor shall submit declaration of being an OEM in the attached format “Annexure-A1”.</p>
5.	<p>Payment Term:</p> <ul style="list-style-type: none"> 95% Payment of BOQ item shall be released within thirty (30) days of Supply, Installation, Testing, Commissioning and handing over of each DG SET complete in all respect in line with the Scope of work and submission of invoice. 5% balance payment will be released on completion of warranty period or on submission of PBG of equal amount having 27 months validity from the date of handing over after commissioning of the DG SET.
6.	<p>Warranty / Guarantee Clause: Applicable</p> <p>Warranty period shall be of two years effective from the date of handover of complete 125 KVA DG SET to NTPC after commissioning or 5000 hours, whichever is earlier.</p>
7.	<p>PDI Clause (Inspection and Tests): Applicable</p> <ul style="list-style-type: none"> Pre-Dispatch inspection (PDI) shall be carried out by NTPC RIO at vendor’s works as per NTPC approved SQP: CPG-QA-SQP-E-048 Rev 02. After receipt of Purchase Order, vendor shall raise inspection call online through URL https://teamup.ntpclakshya.co.in. Help document for viewing approved documents & raising inspection call is provided in the given URL. After successful PDI, vendor has to submit Material Dispatch Clearance Certificate (MDCC) issued by NTPC RIO along with supply. Vendor has to use identification tag for all items during the execution of GeM Contract.
8.	<p>Post Bid Clarification:</p> <ul style="list-style-type: none"> 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. 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.
9.	<ul style="list-style-type: none"> All post award communication/ grievance will be addressed to consignee at email id: storeincharge-dadri@ntpc.co.in In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id: vendor_grievance_cpg2@ntpc.co.in. No pre-bid queries are to be asked through above mail IDs. NTPC will not take cognizance of any pre-bid queries sent to above mail IDs.

Conflict of Interest

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

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

10.

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

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

Annexure-1

(Compliance to "Conflict of Interest" provisions)

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

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

We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid Clause as mentioned under Buyer Added Bid Specific ATC, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of Policy for Debarment

	<p>t from Business Dealings and shall be dealt accordingly. The policy document can be accessed through the following link:</p> <p>https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf</p>
11.	<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"> · https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf · https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf
12.	<p>RISK PURCHASE</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>
13.	<p>COMMON IP ADDRESSES</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 & shall not be considered for further evaluation.</p>

Buyer Added Bid Specific ATC

5.

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

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.

9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

[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---