

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	02-06-2026 13:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	02-06-2026 13:30:00
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	20000
वस्तु श्रेणी /Item Category	100264608 LIMESTONE, SOLID, STANDARD , 100264608 Freight (10000 metric tonne)
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Freight
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Freight Containers - High Security Cable Seal as per IS 17381:2021, Portland - Pozzolana Cement (Fly Ash Based) for Bulk Buying as per IS 1489 (Part 1)
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Freight Containers - High Security Cable Seal as per IS 17381:2021
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
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC) *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 दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)

बिड विवरण/Bid Details	
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	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
प्राथमिक उत्पाद श्रेणी/Primary product category	100264608 LIMESTONE, SOLID, STANDARD
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 10 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

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	200000

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).	15

(a). 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।/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.

(c).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 :

AGM
USSC CPG2 Raipur, NA, NTPC Limited, Ministry of Power
(Ntpc Ltd)

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	25

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 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.

100264608 LIMESTONE, SOLID, STANDARD (10000 metric tonne)

(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.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Bharath N	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	10000	365

100264608 Freight (10000 Metric Tonne) (10000 metric tonne)

(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	Bharath N	231223,GSTIN: 09AAACN0255D9ZO NTPC Stores Rihand Super Thermal Power Station P.O RIHANDNAGAR, DIST. SONEBHADRA 231223	10000	365

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

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.

3. Generic

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

4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

	<p>BID ACCEPTANCE CRITERIA</p> <p>1. NTPC enlisted vendors for the Material Enlistment Group (MEG: 10MEG-39 “ Supply of Limestone for Flue Gas Desulfurization (FGD) of NTPC Stations) with Average Annual Turn Over (AATO) & EC (Execution Capacity) equal to or more than Rs. 63,00,000.00 can only participate in this tender. Others shall not be considered. Applications by vendors not meeting these criteria shall be rejected during technical evaluation.</p> <p>2. If non enlisted/rejected vendors are interested to participate, can do so in future tenders first by enlisting themselves for the respective product category (MEG). They shall have to visit NTPC CPC website www.vendor.ntpc.co.in and submit online application against items/services (Material /Contract Enlistment Groups) of their choice. If they meet the criteria stipulated in the Qualifying Requirement, they shall be enlisted in line with the Terms and Conditions of enlistment.</p> <p>3. All participating vendors in this tender shall submit their latest enlistment certificate issued to them with mention of AATO & EC values for the item category (MEG) or submit any other proof of their enlistment in which AATO & EC along with MEG is mentioned. Else vendors may also attach the mail sent to them by the C&M/buyer department for participation in this specific tender.</p> <p>4. Bids received from the Enlisted Manufacturers (as mentioned above) or their authorized dealer shall be acceptable. However, the authorization letter from the Enlisted Manufacturers should be tender specific and they have to stand guarantee for the quality of supplied material ordered on their authorized dealer. In case of award, authorized dealer has to supply material from enlisted manufacturer only, along with supporting documents.</p> <p>5. Dealer must upload the authorization letter (as mentioned above) along with their bid, failing which bid shall not be accepted.</p> <p>6. The enlistment of the bidders should be valid as on the date of issue of NIT.</p>
<p>2</p>	<p>1) Evaluation Criteria: Bids shall be evaluated on Total Value Wise (Overall L-1 basis) with following conditions:</p> <p>a. In case bidder does not quote for any of the item of the bid, bidder's bid shall be rejected.</p> <p>b. If any offered item got technically rejected during the technical evaluation, the whole bid of that bidder shall be rejected.</p> <p>2) In case of Total Value Wise Evaluation, for availing MSE benefits for purchase preference, bidder shall confirm along with documentary evidence that they are manufacturer of the Limestone.</p>
	<p>Instruction for submission of Bank Guarantees (BGs):</p> <p>a. The format of the Bank Guarantee shall be in accordance with the form of Bank Guarantee towards Bid Security/EMD/Performance security included in the Employer's Bidding Documents only. Format for EMD BG and Performance BG are attached in “Buyer Uploaded ATC” as Annexure-II and Annexure-III.</p>

Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive. Hard copy of the same will have to be submitted directly to the Buyer within 5 working days of bid opening, failing which the bid may be treated as incomplete & may lead to rejection of the bid by buyer without making any reference to the seller.

b. Bank Guarantee (BG) towards EMD/Bid Security: Please submit the Bank Guarantee (BG) towards EMD/Bid Security at below mentioned address:

NTPC Ltd.

9th Floor, Block C,

CBD Building, Atal Nagar

Sector - 21, Naya Raipur - 492101

Dealing Executive: Dhiraj Kurel

Note: EMD shall be accepted in the form of Bank Guarantee (BG) only. The EMD BG should be valid for 45 days beyond the Bid Offer Validity Period as specified in the Tender/Bid Document.

b. Performance Bank Guarantee (PBG): 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.

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Note: The PBG shall be accompanied with the BG forwarding letter in the format attached as Annexure-I in the Bid Documents. [Refer Buyer Uploaded ATC Document]

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

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)

d. The BG should be on non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher.

e. The date, 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.

f. In certain States, the Rules permit levy of stamp duty by the process of franking under signature of empowered officer. Such BG may also be accepted as duly stamped.

g. Successful Bidder shall submit PBG (if applicable) within 30 days from the date of GeM Contract, failing which the PBG amount shall be retained from initial invoices. The PBG must be valid for 03 months beyond the Delivery Period as specified in the Contract.

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 Documents, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids, and the same are supposed to have been taken into consideration while making their Techno-Commercial Bid & Price Bid.

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Further it is construed that no deviation has been taken by the seller in this regard. In case any documents/ details/ catalogues are found to have been submitted by the bidder along with its bid, which is in contravention to buyer's bidding documents inter-alia including technical specification, those will not be taken into cognizance. If any deviation is observed in the bid, bidder shall have to withdraw such deviation; 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.

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"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."

6	<p>Payment Term: As per GeM GTC</p>
7	<p>Warranty / Guarantee / Test Certificate: As per specification, GEM GTC and conditions of ATC.</p>
8	<p>PDI: Not applicable</p>
9	<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.
10	<ul style="list-style-type: none"> · All post award communication/ grievance will be addressed to consignee at email id: "storeincharge-Rihand@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. · Any communication other than post award are not to be asked through above mail IDs. NTPC will not take cognizance of any such correspondence sent to above mail IDs and shall be outrightly ignored.
	<p style="text-align: center;">Conflict of Interest</p> <p>(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:</p> <ol style="list-style-type: none"> 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 tech

- nical 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 share holding or management rights or shareholders' agreements or voting agreements or in any other manner.

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

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

Annexure-1

(Compliance to "Conflict of Interest" provisions)

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

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

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

https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf

12	<p>No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer's Policy for Debarment from Business Dealings. Policy details can be referred at the URL given below:</p> <ul style="list-style-type: none"> · https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf · https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf
13	<p style="text-align: center;">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>
14	<p style="text-align: center;">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>
15	<p><u>MSE clause:</u></p> <p>MSME benefit (purchase preference) is to be given as per following conditions:</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"> a) SC-ST Women MSEs b) SC-ST other than Women MSEs c) Women MSEs d) Other MSEs <p>The MSE order quantity will be as per following:</p> <ol style="list-style-type: none"> i. Where the requirement is Not-Splitable: 100% of contract quantity will be awarded to MSEs. ii. Where the requirement is Splitable: 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>Instruction for submission of EMD in e-BG form</p> <p>(a)The Bidder shall submit, as a part of his Bid an Earnest Money Deposit of the amount as specified in the GeM portal in a sealed envelope, sup</p>

er-scribed on the top as under:

Tender Number _____

Tender Subject _____

Due Date of Bid Opening _____

From _____ (Name & address of the Bidder).”

EMD envelope shall be submitted to:

NTPC Ltd.

9th Floor, Block C,

CBD Building, Atal Nagar

Sector - 21, Naya Raipur - 492101

Dealing Executive: Dhiraj Kurel

(b)The Earnest Money Deposit (EMD) shall be either in the form of e-BG/Physical BG from the Banks as specified in this bid document,

or in form of Insurance Surety Bond from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI).

(c) “The format of the Bank Guarantee shall be as per NTPC Format only (available in Bidding Documents). In addition, the format of the Insurance Surety Bond shall also be in accordance with the form of Insurance Surety Bond towards Bid security included in Bidding Documents only”.

(d) Any bid not accompanied by an acceptable bid security in acceptable format in a sealed envelope, shall be rejected by the Employer as being non-responsive. In case, the bid security is submitted as e-BG, bidder to submit the copy of e-BG either in separate sealed envelope or in the e-tendering portal.

(e) The acceptable format of Bid Guarantee (BG) towards EMD shall be as per following link only:

https://ntpccoin-my.sharepoint.com/:b:/g/personal/adityagupta_ntpc_co_in/EcLOPlcGpZplrDHjQM9LpmEBEzKMh1-pMyav0oxU9Anpmw?e=VKY7nz

EMD e-BG submitted in any other format shall not be accepted and will lead to rejection of the bid.

& format for Insurance Surety Bond shall be as per following link:

https://ntpccoin-my.sharepoint.com/:b/g/personal/adityagupta_ntpc_co_in/EWkhl02NjdhlSdJRkzCsoAEBf-nNuGTuPvM0gpSUxlrShA?e=TCT4UX

(f) The e-BG/ Insurance Surety Bond towards EMD shall remain valid for a period of forty-five **(45) days beyond the original Bid validity period** i.e. **minimum 165 days from Bid opening date.**

- 1) Scanned copy of EMD BG (physical BG or e-BG)/ Insurance Surety Bond towards EMD should be submitted along with bid at e-tender portal/Gem portal.
- 2) The bidders are requested to send the required documents (EMD, in case submitted by way of physical BG/Insurance bond) in Original in sealed envelope well in advance so as to be received by the Tender inviting authority (latest within 5 working days of Technical bid opening as mentioned in GeM GTC), failing which bid is liable for rejection. NTPC shall not be liable for loss/ non-receipt/ late receipt of EMD in postal transit.
- 3) In case of e-BG, one copy may be submitted to Tender inviting authority.
- 4) EMD Exemption shall be governed by latest GeM GTC.

<u>Information required for preparation of e-BG</u>		
1	Beneficiary	NTPC Limited
2	Pan Number of the Beneficiary	AAACN0255D
3	Date of Incorporation of the Beneficiary	07.11.1975
4	Beneficiary Bank IFSC Code	SBIN0017313
5	Registered Address	NTPC Limited, NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi -110003
6	Pin Code	110003
7	Active Mobile Number of the Beneficiary	9422006841

8	Active E Mail Id of the Beneficiary	<i>dhirajkurel@ntpc.co.in</i>
9	Contract reference number	<i>Please mention Tender Reference Number</i>

-

PBG: Performance Bank Guarantee (PBG) @ 5% of PO value.

(NOTE: In case order is placed on MSE-SC-ST or MSE-Women vendors, Performance Bank Guarantee/ Security Deposit shall be 2.5% of contract value in place of original 5% of contract value).

The timely submission of Performance Guarantee, complete in all respects, in the form of BG is mandatory, failing which payment cannot be processed.

The Performance Bank Guarantee (in NTPC format as per Annexure attached ATC) are to be submitted in the form of e-BG through NeSL platform.

In case the bidder is not able to submit e-BG, due to some practical difficulties or constraints, physical BGs are also accepted.

All physical BGs and all Insurance Surety Bonds shall be received from issuing Bank /Insurance company 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

All such Guarantees will necessarily contain the Employer's Name and Address as specified hereunder:

NTPC Limited

NTPC Bhawan,

SCOPE Complex, Institutional Area, Lodhi Road,

New Delhi - 110003

A soft copy of the physical Guarantee (other than Guarantee towards Bid Security) is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the Surety.

The Bank Guarantee/ Insurance Surety Bond shall be issued on non-judicial stamp paper/e-stamp paper of appropriate value as per applicable Stamp Act(s).

(List of Stamp duty Charges (applicable at present) in different states is attached in ATC).

(List of banks, BGs issued by whom are acceptable is attached as ATC).

The date, 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 Guarantee. The name of the Purchaser of stamp paper may either be the executing Surety or the party on whose behalf the Guarantee is issued.

In certain States, the Rules permit levy of stamp duty by the process of franking under signature of empowered officer. Such Guarantee shall also be accepted as duly stamped.

Confirmation of BGs through Structured Financial Messaging System (SFMS) (Not applicable for e-BGs through NESL platform)

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While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS 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

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)

All Bank Guarantees/ Insurance Surety Bond should be enforceable for minimum ninety (90 days) after expiry of its validity.

Bank Guarantee should be executed on Nonjudicial stamp paper/E stamp paper of appropriate value as per Stamp Act prevailing in states as under (whichever is higher):

1. State where BG is submitted (Unified Treasury, Dadri - U.P.)
2. State where BG to be acted upon (State where concerned plant is situated)

3. State where BG is executed (State of BG issuing bank branch)

Stamp value for each state is mentioned in attached document in ATC.

The date, 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.

Extension of all BGs should be on Stamp paper of same value as that of the original BG. Minimum extension of any BG/ Insurance Surety Bond should be three months along with 90 days of claim period from the revised date of expiry.

Only SFMS verified BG shall be considered at our end.

e-BG details for PBG(performance bank Guarantee)

- 1 Beneficiary -NTPC Limited
- 2 Pan Number of the Beneficiary- AAACN0255D
- 3 Date of Incorporation of the Beneficiary-07.11.1975
- 4 Beneficiary Bank IFSC Code -SBIN0017313
- 5 Registered Address-NTPC Limited, NTPC Bhawan, Scope Complex, 7 Institutional Area, Lodhi Road, New Delhi -110003
- 6 Pin Code-110003
- 7 Active Mobile Number of the Beneficiary-9650992291
- 8 Active E Mail Id of the Beneficiary ubg@ntpc.co.in, ajaybharti@ntpc.co.in
- 9 Beneficiary BU Code (BG Business Area) Please mention business area of BG pertaining project/station
- 10 Contract reference number: Please mention Contract/PO/Sale order no.
- 11 Vendor Code Please mention NTPC's vendor code

5. **Buyer Added Bid Specific ATC**

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---