

**बिड दस्तावेज़ / Bid Document**

| बिड विवरण/Bid Details   |   |
|---|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time  | 18-02-2026 16:00:00   |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time   | 18-02-2026 16:30:00   |
| 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   | 2   |
| वस्तु श्रेणी /Item Category   | Schedule1_PR_100265981_10_M9222010235_BATTERY, RECH, NI-CD, 220V, 990AH , Schedule2_PR_100265981_30_INSTALLATION & COMMISSIONING  |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS   | INSTALLATION & COMMISSIONING  |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS  | General Operating Table, Books (V2), Revolving Chair (V5), Computer Table (V3), Dry Erase Writing Boards (V3), XLPE Cable for Working Voltages up to and Including 1.1 KV as per IS 7098 (Part 1), Scrub Suit, Point of Care Rapid Test Kits for Humans - Dengue, Malaria, Typhoid & Others, Molded Case Circuit Breakers (MCCB) as per IS / IEC 60947, Steel Pipes for Water and Sewage as per IS 3589 |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification                                   | <ul style="list-style-type: none"> <li>Battery Cover</li> <li>Multipurpose Dry Batteries (Non-Rechargeable) (V3) ISI Marked To IS 8144</li> </ul>   |
| 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  |

| <b>बिड विवरण/Bid Details</b>  |  |
|---|--|
| <b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>   | Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document<br>*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 |
| <b>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?</b> | No   |
| <b>बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension</b>  | 2  |
| <b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>  | 7  |
| <b>ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count</b>  | 3  |
| <b>बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled</b>   | No   |
| <b>बिड का प्रकार/Type of Bid</b>  | Two Packet Bid   |
| <b>प्राथमिक उत्पाद श्रेणी/Primary product category</b>  | Schedule1_PR_100265981_10_M9222010235_ BATTERY, RECH, NI-CD, 220V, 990AH   |
| <b>तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation</b>  | 2 Days   |
| <b>निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>                                     | No   |
| <b>मूल्यांकन पद्धति/Evaluation Method</b>   | Total value wise evaluation  |
| <b>मध्यस्थता खंड/Arbitration Clause</b>   | No   |
| <b>सुलह खंड/Mediation Clause</b>  | No   |

#### ईएमडी विवरण/EMD Detail

|                          |    |
|--------------------------|----|
| <b>आवश्यकता/Required</b> | No |
|--------------------------|----|

#### ईपीबीजी विवरण /ePBG Detail

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

(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.

**लाभार्थी / Beneficiary :**

NTPC LIMITED

Unified Treasury (BG Group) Administrative Building, NCPS Dadri NTPC Limited, PO: Vidyut Nagar Distt: Gautam Budh Nagar Uttar Pradesh- 201008.  
(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 |
|---|-----|

**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.

### **Schedule1\_ PR\_ 100265981\_ 10\_ M9222010235\_ BATTERY, RECH, NI-CD, 220V, 990AH ( 1 set )**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

#### **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              | Hemant Kumar Narvariya                                  | 487770,GSTIN:<br>23AAACN0255D4Z3 NTPC<br>Stores Gadarwara STPP Tehsil-<br>Gadarwara Village-<br>Dongargaon, P.O. Gangai<br>Gadarwara Dist. NARSINGHPUR<br>(MADHYA PRADESH) Madhya<br>Pradesh- 487770, India<br>Telephone No. : 07790-220030 | 1                | 365                          |

### **Schedule2\_ PR\_ 100265981\_ 30\_ INSTALLATION & COMMISSIONING ( 1 set )**

**(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)**

#### **तकनीकी विशिष्टियाँ /Technical Specifications**

|   |                          |
|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | <a href="#">Download</a> |
|---|--------------------------|

#### **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             | Hemant Kumar Narvariya                                  | 487770,GSTIN:<br>23AAACN0255D4Z3 NTPC<br>Stores Gadarwara STPP Tehsil-<br>Gadarwara Village-<br>Dongargaon, P.O. Gangai<br>Gadarwara Dist. NARSINGHPUR<br>(MADHYA PRADESH) Madhya<br>Pradesh- 487770, India<br>Telephone No. : 07790-220030 | 1                | 365                          |

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

#### 1. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 2. Generic

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

#### 3. Scope of Supply

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

#### 4. Buyback for Non PFMS / Non GPA

Buyback for Non PFMS/Non GPA:

1. GST will apply on the value of buyback and separate invoice is to be prepared by Government buyer/Consignee for buyback items offline outside the GeM system. Vendor should work out input credit for that GST applicable on the buy back while quoting the product/services.

2. Input GST Credit consideration by seller- seller shall offer the prices in the bid by the total amount of new goods including GST- total amount of old goods quoted by the firm excluding GST. This is because GST charged by buyer on buy-back value will be available for full ITC (input tax credit) on the hands of bidder. Therefore, for the purpose of quoting in the bid and evaluation, value as quoted by the bidder (excluding any GST on buy back) as indicated in column G below will be considered.

Illustrative examples for bidders are as under for understanding of the seller.

| Excel sheet for explanation to Buyback ATC |                        |   |                              |                          |   |  |                                 |
|--|------------------------|---|------------------------------|--------------------------|---|--|---------------------------------|
| S.No                                       | Cost of Fresh Good (A) | %age of GST on Fresh Good as considered by seller at the time of quote (B). | GST Amount on Fresh Good (C) | Cost of Buyback item (D) | %age of GST on Buyback items (E) as fixed by buyer in the bid | GST Amount on Buyback item (F) as applicable at the time of invoice by buyer | Quote of the Bidder (G={A+C-D}) |
| 1  | 100                    | 28  | 28                           | 20                       | 8   | 1.6  | 108                             |
| 2  | 100                    | 9   | 9                            | 20                       | 8   | 1.6  | 89                              |
| 3  | 110                    | 10  | 11                           | 24                       | 8   | 1.92   | 97                              |

Seller after the award of the GeM contract, will indicate all column A to G which will not alter their quoted price indicated in Colum-G

3. Successful lowest bidder has to provide detailed cost break up of tendered items as well as buy back

- items separately after award of contract through email to the government buyer/consignee.
4. The seller of new item /service provider shall deposit the cost of invoiced buy back item with GST to the buyer for allowing seller to lift up the material from the buyer/consignee premise.
  5. Transportation of buy back items from buyer premises shall be arranged by the seller itself without any extra cost.
  6. Government Buyer organisation /consignee will issue invoice of buy back items to the seller at the cost of buyback to be indicated to the buyer by the seller offline after receipt of order. This in no case will modify the bid in any manner.
  7. The seller will be entirely responsible for the safe disposal of old items without affecting the environment in any manner as per prevailing statutory rules and Act/ law of the land.
  8. The seller may visit the site and inspect the condition of buy back item in advance before quoting for the bid.
  9. Receipt of payment by the buyer for Old items and invoicing by buyer will be out of GeM portal.
  10. Government Buyer will upload the details of old goods along with the bid in the corrigendum with minimum price.
  11. If the minimum price (Optional) is indicated and sellers of new item who are not agreeing to take back the old item at equal to or above that minimum price should not participate in the bid.
  12. In case they participate into the bid and afterwards indicates the price of old goods, less than the minimum price shown by Government Buyer in corrigendum, EMD of the bidder will be forfeited.
  13. Item Details Consignee wise will be indicated in the corrigendum like -
    1. Consignee wise
    2. Item Description
    3. Serial Number
    4. Model
    5. Brand
    6. Year of manufacturing
    7. Purchased on
    8. Age
    9. Size, Rating, Designation
    10. Quantity
    11. Min price (Optional)
    12. Unit
    13. Working Guidelines (/Functional/Non-Functional)
    14. Remarks
  14. The successful bidder shall remove the old goods from the premise of the Government buyer/consignee at the time of the supply, installation and commisioning of fresh goods. Seller will be entitled for payment only after removal of old goods from Government buyer/consignee/user's premise and after supplying the fresh goods in terms of contract.
  15. Note: This clause of ATC shall be operated by non PFMS; non GPA buyer i.e. all PSU working through their ERP and not integrated with GPA.

**5. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

| SN | ATC (PR No. 100265981 ) |
|----|-------------------------|
|----|-------------------------|

|   |  |
|---|--|
| 1 | <p>Nil Deviation Clause:</p> <p>The sellers who participate in current Tender are deemed to have fully accepted all Terms &amp; Conditions, Technical Specifications, Data Sheets, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids, and the same are supposed to have been taken into consideration while making their Techno-Commercial Bid &amp; Price Bid.</p> <p>Further it is construed that no deviation has been taken by the seller in this regard. In case any documents/ details/ catalogues are found to have been submitted by the bidder along with its bid, which is in contravention to buyer's bidding documents inter-alia including technical specification, those will not be taken into cognizance. If any deviation is observed in the bid, the bidder shall have to withdraw such deviations; failing which bid shall be liable for rejection.</p> <p>Bidder/supplier shall have no right to contest the same in case supplied material is rejected due to deviation with respect to tender specification.</p> |
| 2 | <p>Bidders are requested to refer detailed technical specification of the item (s). In case of any contradiction between short text of item(s) and complete technical specification of the item(s), only complete technical specification of that item should be considered for the submission of offer and same shall be considered for evaluation purpose.</p>   |
| 3 | <p>Bidder may quote as per "Technical Specification" and/ or technical specification sheet attached for each line item/ schedule. In case of any contradiction between Category/ BOQ Item description and "Technical Specification" of the item(s) attached in the tender, TECHNICAL SPECIFICATION OF THAT ITEM SHOULD BE CONSIDERED FOR THE SUBMISSION OF OFFER AND SAME SHALL BE CONSIDERED FOR EVALUATION PURPOSE AT OUR END. The details mentioned in the detailed Technical specification shall be considered final for the offer/ bid/ technical evaluation.</p>   |
| 4 | <p><b>Bid Acceptance Criteria:</b> Bidder names mentioned in NTPC Source standardization circular for "Ni-Cd Batteries for NTPC stations", circular No. 01/VEC/Standardisation/Ni-Cd Dated 23.09.2025 can only participate in this tender. <b>Bid of other bidders, whose name are not appearing in the above-mentioned circular, shall not be considered for further processing, and shall be rejected during technical evaluation.</b></p>   |

|   |   |
|---|---|
| 5 | <p>Payment Term:</p> <p><b>For Material Supply Portion:</b> - 95% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) after the retention of quoted buyback amount (with GST), which shall be regularized after buyback of old existing battery bank by the Vendor. For buyback related clause, refer <b>Buyback for Non PFMS / Non GPA clause</b> of Buyer Added Bid Specific Terms and Conditions of published GeM NIT.</p> <p>Balance 5% shall be released after successful Installation, Commissioning of battery bank at site. However, the balance 5 % payment against Supply contract for the items supplied may be released against Bank Guarantee of equivalent amount with an initial validity upto ninety (90) days beyond contract period. The aforesaid BG may be extended from time to time till successful commissioning of last item to be supplied under the contract.</p> <p><b>For Installation, Commissioning Charges:</b> - 100 % Installation, Commissioning Charges shall be released after successful Installation, Commissioning battery bank at site.</p> |
| 6 | <p><b>Delivery Period:</b> Total period of execution of this contract shall be 12 months after the placement of the GeM Contract. This Period includes Supply &amp; Commissioning.</p> <p>The bidder shall submit drawings for approval to NTPC Ltd within 3 Weeks from the date of award. The drawings shall be approved within 5 weeks from date of submission.</p> <p>Supply of material shall be completed within Five months from the date of receipt of approved drawings.</p> <p>LD as per GEM ATC would be calculated after completion of overall delivery period.</p>  |
| 7 | <p><b>Warranty / Guarantee Clause:</b> The Material shall be warranted against all manufacturing defects for a period of 12 months from the Date of Commissioning (or) 18 months from the date of Supply, whichever is earlier. Accordingly, the vendor has to submit Guarantee/ warranty certificate along with the Supply.</p> <p>Any weak Cell (Cell Voltage less than 01.00 V) during discharge test (four cycles) has to be replaced by the Vendor free of cost to NTPC.</p>   |
| 8 | <p><b>Interchangeability Clause:</b> Not Applicable</p>   |
| 9 | <p><b>Test / Calibration / Any Other Certificate Clause:</b> Applicable as per attached technical specification and SQP.</p>  |

|    |  |
|----|--|
| 10 | <p>PDI Clause (Inspection and Tests): Applicable for Schedule1(SUPPLY ITEM).</p> <p><u>PDI will be carried out at by NTPC as per approved quality plan prior to dispatch.</u></p> <p><u>Successful bidder may access the following URL for viewing approved documents online or raising online Inspection Call: <a href="https://teamup.ntpclakshya.co.in">https://teamup.ntpclakshya.co.in</a> (Browser should be Internet Explorer version 8 or higher or Google Chrome).</u></p> <p><u>We have provided help document at the above site for accessing the above system and for viewing approved documents and raising inspection call online.</u></p> <p><u>If vendor faces any issue in logging in, they may contact NTPC's ERP team at <a href="mailto:erpqm@ntpc.co.in">erpqm@ntpc.co.in</a>.</u></p> <p><u>Vendor has to submit MDCC (Material Dispatch Clearance Certificate) along with the supply for payment purposes."</u></p> |
| 11 | Integrity Pact Clause: (Not Applicable)  |

Instruction for submission of Bank Guarantees (BGs):

**Performance Bank Guarantee (PBG):** - Except for the BGs towards Bid Security, 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.

**a) 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)

b) 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.

c) 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. 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.

**Important Note for submission of EMD-BG:** - Bidder has to submit Performance bank Guarantee (PBG) in attached format only. Format Performance bank Guarantee (PBG) is attached in the buyer uploaded ATC.

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| 13 | <p><b>Post Bid Clarification:</b> ·</p> <p>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.</p> <p>During techno-commercial evaluation of the 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.</p>   |
| 14 | <p><b>Preference to Make in India for MII Exempted Items only:(Not applicable)</b></p>  |
| 15 | <ul style="list-style-type: none"> <li>· All post award communication/ grievance will be addressed to consignee at email id: "<a href="mailto:storeincharge-gadarwara@ntpc.co.in">storeincharge-gadarwara@ntpc.co.in</a>".</li> <li>· In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id: - <a href="mailto:vendor_grievance_cpg2@ntpc.co.in">vendor_grievance_cpg2@ntpc.co.in</a>.</li> <li>· Any communication other than post award are not to be asked through above mail IDs. NTPC will not take cognizance of any such correspondence sent to above mail IDs and shall be outrightly ignored.</li> </ul>   |
| 16 | <p><b>Conflict of Interest</b></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> <ul style="list-style-type: none"> <li>a) they directly or indirectly control, or are controlled by or are under common control of another entity; or</li> <li>b) they have the same legal representative/agent for purposes of their bids; or</li> <li>c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or</li> <li>d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(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</li> <li>e) Bidder participates in more than one bid in this bidding process.</li> <li>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: <ul style="list-style-type: none"> <li>i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and</li> <li>ii) Indian/foreign agent on behalf of only one principal.</li> </ul> </li> </ul> <p>For the purposes of this clause the term 'control' shall have the following meaning:</p> |

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

**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 as compliance to Clause "Conflict of Interest":**

**(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:

17 [https://ntpctender.ntpc.co.in/Heading/Policy\\_for\\_Debarment\\_from\\_Business\\_Dealings.pdf](https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf)  
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: ·  
[https://ntpctender.ntpc.co.in/Heading/Fraud\\_Prevention\\_Policy.pdf](https://ntpctender.ntpc.co.in/Heading/Fraud_Prevention_Policy.pdf) · [https://ntpctender.ntpc.co.in/Heading/Policy\\_for\\_Debarment\\_from\\_Business\\_Dealings.pdf](https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Business_Dealings.pdf)

18 **Risk Purchase**  
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

19 **GST conditions:** Bidder should clearly declare HSN code & GST rate of the quoted item. Further change in HSN will not be allowed during the execution of contract (including at the time of invoicing) saving any instruction for change in HSN code from statutory authority and change in GST rate corresponding HSN code will be as per GeM tender document (GeM GTC).

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| 20 | <p><b>Common IP Addresses:</b></p> <p>Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address with either Bidder(s)/Seller(s) or Buyer, shall be outrightly rejected &amp; shall not be considered for further evaluation.</p>   |
| 21 | <p><b>MSE benefit shall be given as per following conditions:</b></p> <p>1. In case procurement of Goods/Services where requirement is not splittable preference to MSEs shall be given as follows subject to matching of L1 price:</p> <ul style="list-style-type: none"> <li>a) First preference to SC/ST &amp; Women MSE i.e women SC/ST MSE</li> <li>b) Second preference to SC/ST MSE only</li> <li>c) Third preference to Women MSE only</li> <li>d) Other MSE</li> </ul> <p>2. In case procurement of procurement of Goods/Services where requirement is splittable, out of 25% quantity/value, 4% shall be reserved for SC/ST and 3% shall be reserved for women and balance quantity out of 25% shall be divided in all MSEs within the margin of purchase preference subject to matching of L1 price. (L1 is Non-MSME &amp; Quoted price of MSEs are L1+15%)</p> <ul style="list-style-type: none"> <li>a) In case of non-availability of SC/ST-MSE vendor within L1+15% margin, 7% will go to Women-MSE and balance 18% to other MSEs.</li> <li>b) In case of non-availability of Women-MSE vendor within L1+15% margin, then 7% to SC/ST MSE and balance 18% to other MSEs.</li> <li>c) In case of non-availability of both SC/ST MSEs &amp; Women MSEs, then all 25% quantity goes to other MSEs.</li> </ul> <p>3. In case of non-splittable tender, 02 or more bidders quoted same price, preference shall be given as follows:</p> <ul style="list-style-type: none"> <li>a) First preference to SC/ST &amp; Women MSE</li> <li>b) Second preference to SC/ST MSE</li> <li>c) Third preference to Women MSE</li> <li>d) Others</li> </ul> <p>4.If as per bid conditions, Performance Bank Guarantee (PBG) is applicable in the case. Then in that case, Performance Bank Guarantee (PBG) shall be 2.5% of contract value in place of original 5% of contract value for all MSE-SC-ST or MSE-Women vendors on whom order is placed.</p> |
| 22 | <p><b>MII Certificate:</b> As per public procurement (Preference to make in India), order 2017- May please upload the OEM- certificate regarding the percentage of the local content and the details of locations at which the local value addition is made.</p>  |

6. **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---**