

**बिड दस्तावेज़ / Bid Document**

<b>बिड विवरण/Bid Details</b>	
<b>बिड बंद होने की तारीख/समय /Bid End Date/Time</b>	08-01-2026 17:00:00
<b>बिड खुलने की तारीख/समय /Bid Opening Date/Time</b>	08-01-2026 17:30:00
<b>बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)</b>	120 (Days)
<b>मंत्रालय/राज्य का नाम/Ministry/State Name</b>	Ministry Of Power
<b>विभाग का नाम/Department Name</b>	Meja Urja Nigamplimited
<b>संगठन का नाम/Organisation Name</b>	Meja Urja Nigamplimited
<b>कार्यालय का नाम/Office Name</b>	Allhabaduttar Pradesh
<b>कुल मात्रा/Total Quantity</b>	80000
<b>वस्तु श्रेणी /Item Category</b>	Portland Pozzolana Cement (Fly Ash Based) (V3) Conforming to IS 1489 (Part 1) (Q2)
<b>एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover</b>	No
<b>स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover</b>	No
<b>विक्रेता से मांगे गए दस्तावेज़/Document required from seller</b>	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
<b>क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों 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?</b>	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)
<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>	3
<b>दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended</b>	5

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

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
ईएमडी राशि/EMD Amount	304374

#### ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	PUNJAB NATIONAL BANK
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 कटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने है। एमएसई कटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

#### लाभार्थी /Beneficiary :

MUNPL MEJA

allhabaduttar pradesh, Meja Urja NigamPLimited, Meja Urja NigamPLimited, Ministry of Power BANK DETAILS:  
Beneficiary: MejaUrja Nigam Private Limited. Account No: 0012008700004587 Bank: Punjab National Bank,  
Branch: Civil Lines, Prayagraj (0012) IFSC Code: PUNB0001200  
(Munpl Meja)

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

#### एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

#### 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

1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

### **Portland Pozzolana Cement (Fly Ash Based) (V3) Conforming To IS 1489 (Part 1) ( 80000 bag(s) )**

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

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

[\\* जेम कटेगरी विशिष्टि के अनुसार / As per GeM Category Specification](#)

<b>विवरण/Specification</b>	<b>विशिष्टि का नाम /Specification Name</b>	<b>बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)</b>
Requirements	<b>Fly Ash Constituent</b>	31- 35%
Packing and Marking	Packing Material	HDPE/PP Woven Sacks conforming to IS 11652
	<b>Packing size- Net quantity of cement per Bag</b>	50 Kg
Others	Agree to provide all relevant documents, Manufacturer's certificate (As per clause 9 of IS 1489)/Test Reports from Central Govt/NABL/ILAC accreditedlab /Supporting documents/reports, etc to the buyer during bidding or on demand during the supply	Yes

**Additional Specification Parameters - Portland Pozzolana Cement (Fly Ash Based) (V3) Conforming To IS 1489 (Part 1) ( 80000 bag(s) )**

Specification Parameter Name	Bid Requirement (Allowed Values)
0010- M0325500504 Material PO Text (Long Desc / Tech. Spec.) IS:1489-PT-1 PORTLAND POZZOLANA CEMENT-FLY ASH BASED PPC CEMENT SHALL CONFORM TO IS: 1489 PART 1. B) ACCEPTANCE CRITERIA FOR PPC CEMENT:	1) SUPPLIER WILL SUBMIT THE TEST CERTIFICATE CONTAINING THE 3, 7 AND 28 DAYS COMPRESSIVE STRENGTH. SRV WILL BE CLEARED BASED ON THE TEST CERTIFICATE HAVING 28 DAYS COMPRESSIVE STRENGTH, EXCEPT IN CASES OF EMERGENT REQUIREMENT WHERE 7 DAYS COMPRESSIVE STRENGTH MAY BE CONSIDERED FOR ACCEPTANCE. THE MTC SHOULD INDICATE THE FINENESS, NORMAL CONSISTENCY, INITIAL AND FINAL SETTING TIME,
B.1) ACCEPTANCE CRITERIA FOR PPC CEMENT:	SOUNDNESS AND COMPRESSIVE STRENGTH. MUNPL WILL BE FREE TO CHECK THE QUALITY OF SAMPLE AS AND WHEN DESIRED. 2) IN CASE OF ANY QUALITY COMPLAINTS AT ANY STAGE DURING TESTING BY MUNPL, JOINT SAMPLING SHALL BE DONE AND THE CEMENT SHALL BE TESTED AT A THIRD PARTY LAB (NCCBM, BALLABHGARH/SHREE RAM TEST HOUSE) AT THE COST OF MUNPL. THE TEST SAMPLES SHALL BE DRAWN IN THE PRESENCE OF THE REPRESENTATIVES FROM THE VENDOR AND MUNPL.
B.2) ACCEPTANCE CRITERIA FOR PPC CEMENT:	IF THE RESULT STILL DO NOT CONFIRM TO THE SPECIFICATIONS, THE ENTIRE LOT SHALL BE REPLACED BY THE VENDOR AT NO EXTRA COST TO MUNPL AND THE COST OF CEMENT TESTING AT THIRD PARTY LAB SHALL ALSO BE RECOVERED FROM THE VENDORS. 3. THE CEMENT SHOULD BE PACKED & MARKED AS PER IS IN HDPE BAGS OF 50KG EACH. THE CEMENT BAGS SHOULD BE FREE FROM LUMPS.
D). WEIGHT VARIATION:	D). WEIGHT VARIATION: BEING UNIT OF MEASUREMENT IN MT, WEIGHBRIDGE TO WEIGHBRIDGE VARIATION @ +/-0.2% (ZERO POINT TWO PERCENT) IS PERMISSIBLE PER CONSIGNMENT.

\* Bidders offering must also comply with the additional specification parameters mentioned above.

#### 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	Vijay Kumar Yadav	212301,post office :kohrar, Meja	80000	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. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

### 3. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1-NTPC enlisted vendors for the Material Enlistment Group ( 03MEG-02, Name:Supply of PPC Cement ) with Average Annual Turn Over (AATO) & EC (Execution Capability) equal to or more than Rs 1,52,18,720.00 can **only participate in this tender**.

2- **Other vendors shall not be considered for this tender**, however if they 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](http://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.

3-All participating vendors 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.

**Note: QUANTITY VARIATION: +/- 20%OF TOTAL ORDERED QUANTITY.**

1. Inspection shall be carried out by indenting authority based on technical specification at MUNPL stores, after receipt of materials.

2. Bidder must provide make and model of offered product.

3. Vendor must mention applicable GST rate and HSN code.

4. Vendor has to submit Stamped & Signed Technical Specifications, Bid documents (confirming compliance with all terms, conditions and specifications/ drawings of the Bidding Documents), failing which their bid shall be rejected.

5. Vendor has to submit all relevant **Test Certificates** along with material supply.

**6. Payment Terms:** 100% Payment shall be made within 30 days after receipt and acceptance of material at site. One copy of Duly Signed and Stamped Originals of all documents/ certificates required as per Purchase Order must be given to NTPC-Meja-MUNPL Store at the time of delivery of material, to avoid delay in Payment Processing.

### **7 . RISK PURCHASE:**

In the event of Supplier's failure to supply the material of acceptable quality in scheduled delivery period, MUNPL reserves the right to procure the materials from any other source at the Supplier's risk and cost and the difference in cost shall be borne by the Supplier. Further, MUNPL shall retain the right of forfeiture of PBG and or any other action as deemed fit.

8. Vendor must provide latest Purchase Orders from NTPC/PSU/GOVT. /other in support of their quoted rates to proceed further.

9. Copy of GST, Pan Card, Cancelled Cheque and Bank EFT Mandate for SAP vendor code creation shall be furnished.

#### **10. COMMON IP ADDRESSES:**

Bidders are advised that the GeM portal records and displays the IP addresses used by both Buyers and Bidders/Sellers during the bidding process. Bidders are therefore advised to ensure that bids are submitted from secure and independent networks to maintain transparency and avoid rejection on account of common IP usage.

##### **For Item-wise Bids:**

In case multiple bids for the same item are submitted using a common IP address, all such bids shall be summarily rejected and excluded from further evaluation. However, submission of multiple bids from the same IP address shall be permissible if the bids pertain to different items.

##### **For Package-wise Bids:**

If multiple bids for the entire package are submitted using a common IP address, all such bids pertaining to that entire package shall be outrightly rejected and will not be considered for further evaluation.

Under no circumstances shall the IP address of the buyer and the seller be the same. Any such instance shall be treated as a violation and will lead to disqualification of the bid.

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

a. they directly or indirectly control, or are controlled by or are under common control of another entity; or

b. they have the same legal representative/agent for purposes of their bids; or

c. they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or

d. Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has (ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or

e. Bidder participates in more than one bid in this bidding process.

f. In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry.

12. 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.

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.

13. This is a non-negotiable tender and any deviation on any condition(s) or technical specification shall not be considered at our end.

14. Participation in this tender shall be deemed to comply with all tender requirements and no separate "Nil Deviation Certificate" is required to be submitted by the bidder.

15. The Bidder along with its associate/ collaborators/ sub-contractors/sub-vendors/ consultants/ service providers shall strictly adhere to the Policy for Debarment from Business Dealings and Fraud Prevention Policy of EMPLOYER/ BUYER displayed on website <http://www.ntpctender.ntpc.co.in> and shall immediately apprise Employer/ BUYER about any fraud or suspected fraud as soon as it comes to their notice. If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the bid shall be rejected and suitable action as per above policy shall be taken.

#### **16. EMD Instructions:**

The Bidder shall furnish, as part of its Bid, a Bid Security amount: as given in general bid EMD Details, deposited as EFT only. Proof of e-payment of Bid Security, shall be submitted along with the bid. The Bid Security shall be in the form of Electronic Fund Transfer (EFT) only as per following details:

#### **BANK DETAILS:**

Beneficiary: MejaUrja Nigam Private Limited.

Account No: 0012008700004587

Bank: Punjab National Bank,

Branch: Civil Lines, Prayagraj (0012)

IFSC Code: PUNB0001200

Only MSE Manufacturers of tendered item, having valid Udyam Registration Certificates are eligible for EMD exemption, other traders or service providers or ot

her manufacturers shall not be considered for EMD exemption. EMD exemption shall be allowed as per GeM GTC.

Upon successful e-payment of the Bid Security on the NTPC e-tender portal/GeM, an receipt (clearly indicating the UTR number) shall be generated by the system, a copy of which is to be submitted by the bidder as a part of its bid, in the e-tendering portal/GeM, as a proof of e-payment of Bid Security.

EMD of successful bidder shall be converted into SD (security Deposit).

16. PBG : In case of award of P.O., Vendor has to submit PBG of 5% of award value over a guarantee period excluding three months of PBG Claim period as per following details:

CONFIRMATION OF BGS (CONTRACT PERFORMANCE GUARANTEE) 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:

Bank Name: PNB Branch:

CIVIL LINES, BRANCH, ALLAHABAD

Bank Address: CIVIL LINES, DISTT.ALLAHABAD. (0012) UTTAR PRADESH-212301  
State: UTTAR PRADESH IFSC

Code: PUNB0001200

Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the BG.

PBG shall be submitted as per proforma attached below in "Buyer Added Bid Specific ATC".

**17. Documents Required for Vehicle Entry at NTPC-Meja:**

- Driving License
- Registration Certificate

- Vehicle Insurance
- Vehicle Permit
- Vehicle Fitness Certificate

**Note:**

Kindly advise the transporter to send the materials in any vehicle and its driver should be able to produce above documents at CISF Material Entry Gate.

**Also** kindly advise the driver not to give any original dispatch documents at CIS F gate, if sent by any supplier.

One copy of Originals of Dispatch Document and all documents/certificates as per Purchase Order, must be given to NTPC-Meja-MUNPL Store, to avoid delay in Payment Processing.

18. In case material is not sent by vehicle, it should be sent through speed post only to avoid usual returns by other courier partners. In case, vendor still sends material through other courier partners, same shall carry the risk of returns.

**For and On Behalf of MUNPL:**

**Sr. Manager (C&M)**

**NTPC MEJA, MUNPL,**

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**5. 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---**