



Bid Number/बोली क्रमांक (बिड संख्या)[:] GEM/2024/B/5091139 Dated/दिनांक : 26-06-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	11-07-2024 19:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	11-07-2024 19:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Power		
Department Name/विभाग का नाम	Na		
Organisation Name/संगठन का नाम	Ntpc Limited		
Office Name/कार्यालय का नाम	Ussc Cpg2 Sipat		
Total Quantity/कुल मात्रा	1650		
ltem Category/मद केटेगरी	ITEM_10_M1666119222_100238234 , ITEM_20_M1666119301_100238234 , ITEM_30_M1666119347_100238234 , ITEM_40_M1666119365_100238234 , ITEM_60_M1666119444_100238234 , ITEM_70_M1666112407_100238234		
BOQ Title/बीओक्यू शीर्षक	PROCUREMENT OF CPVC PIPE FOR NTPC TALCHER SUPER		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	Νο		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	Νο		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	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		
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Νο		
Type of Bid/बिड का प्रकार	Two Packet Bid		
Primary product category	ITEM_10_M1666119222_100238234		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days		

Bid	Bid Details/बिड विवरण			
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Νο			
Evaluation Method/मूल्यांकन पद्धति	Item wise evaluation/			
EMD Detail/ईएमडी विवरण				
Required/आवश्यकता	No			
ePBG Detail/ईपीबीजी विवरण				
Required/आवश्यकता	No			
Reserved for Make In India products				
Reserved for Make In India products	Yes			
MSE Purchase Preference/एमएसई खरीद वरीयता				
MSE Purchase Preference/एमएसई खरीद वरीयता	Yes			
supplier as defined in public procurement (Prefere and its subsequent Orders/Notifications issued by eligible micro and small enterprises will be allowe 1 local supplier is denoted in the bid document. A percentage of the local content and the details of their bid, failing which the bid is liable to be reject declaration relating to percentage of local content OEM is a company and by a practicing cost accou as per the Public Procurement (preference to Mak	urement under this bid is reserved for purchase from Class 1 loca ence to Make in India), Order 2017 as amended from time to time r concerned Nodal Ministry for specific Goods/Products. However, ed to participate. The minimum local content to qualify as a class Il bidders must upload a certificate from the OEM regarding the Flocations at which the local value addition is made along with ted. In case the bid value is more than Rs 10 Crore, the t shall be certified by the statutory auditor or cost auditor, if the intant or a chartered accountant for OEMs other than companies ke-in -India) order 2017 dated 04.06.2020 . In case Buyer has 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 <u>OM_No.1 4 2021 PPD dated 18.05.2023</u> 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.

Evaluation Method (Item Wise Evaluation Method)

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

Evaluation Schedules	Item/Category	Quantity
Schedule 1	Item_10_m1666119222_100238234	250
Schedule 2	Item_20_m1666119301_100238234	150
Schedule 3	Item_30_m1666119347_100238234	350
Schedule 4	Item_40_m1666119365_100238234	100
Schedule 5	Item_60_m1666119444_100238234	500
Schedule 6	Item_70_m1666112407_100238234	300

ITEM_10_M1666119222_100238234

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No. /क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Hemant Joshi	759147,GSTIN: 21AAACN0255D1ZA NTPC Stores Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147	250	120
ITEM_20_M1666119301_100238234 (Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)				er)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Hemant Joshi	759147,GSTIN: 21AAACN0255D1ZA NTPC Stores Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147	150	120

ITEM_30_M1666119347_100238234

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Hemant Joshi	759147,GSTIN: 21AAACN0255D1ZA NTPC Stores Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147	350	120

ITEM_40_M1666119365_100238234

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Hemant Joshi	759147,GSTIN: 21AAACN0255D1ZA NTPC Stores Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147	100	120

ITEM_60_M1666119444_100238234

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	View File

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No. /क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Hemant Joshi	759147,GSTIN: 21AAACN0255D1ZA NTPC Stores Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147	500	120

ITEM_70_M1666112407_100238234

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

Technical Specifications/तकनीकी विशिष्टियाँ

Specification Document	View File
BOQ Detail Document	<u>View File</u>

Advisory-Please refer attached BOQ document for detailed consignee list and delivery period.

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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Hemant Joshi	759147,GSTIN: 21AAACN0255D1ZA NTPC Stores Talcher Super Thermal Power Station P.O. DEEPSHIKHA ANGUL 759147	300	120

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

1. Generic

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

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

2. Generic

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

3. 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 %.

4. Scope of Supply

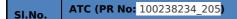
Scope of supply (Bid price to include all cost components) : Only supply of Goods

5. 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.

6. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses



	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 considerati on while making their Techno-Commercial Bid & Price Bid.
1.	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 deviat ion is observed in the bid, bidder shall have to withdraw such deviations; failing which bid shall be liable for rejectio n.
	Bidder/supplier shall have no right to contest the same in case supplied material is rejected due to deviation with re spect to tender specification.
2.	"Bidders are requested to refer detailed technical specification of the item (s). In case of any contradiction betwee n short text of item(s) and complete technical specification of the item(s), <u>only complete technical specification of</u> <u>that item should be considered for the submission of offer and same shall be considered for evaluation purpose.</u> "
3.	 NTPC has enlisted certain vendors for the tendered items for Material Enlistment Group MEG:16MEG-27 (PV C Pipes, CPVC fittings and CPVC Solvent Cement (Cat: 1)) Offers from the bidders who have been enlisted by NTPC as said above shall only be considered subject to me eting AATO (Average Annual Turnover) and EC (Execution capability) equal to or more than Rs. 21,50,316.00 Offers of vendors not meeting above criteria shall not be evaluated and shall be rejected.
4.	If non enlisted/rejected vendors are interested to participate, can do so in future tenders first by enlisting themselve s for the respective product category (MEG). They shall have to visit NTPC CPC website www.vendor.ntpc.co.in/ vdc. ntpc.co.in and submit online application against items/services (Material /Contract Enlistment Groups) of their choic e. If they meet the criteria stipulated in the Qualifying Requirement, they shall be enlisted in line with the Terms an d Conditions of enlistment.
5.	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 alo ng with MEG is mentioned.
6.	Payment Term: As per GeM GTC
7.	Warranty / Guarantee Clause: Applicable 18 months from the date of supply or 12 months from date of installation and commissioning / use whichever is e arlier (Certificate to be submitted with supply)
8.	LD clause applicable as per GEM GTC.

	PDI Clause (Inspection and Tests): Applicable
	• Pre-Dispatch inspection (PDI) shall be carried out by NTPC RIO at vendor's work as per NTPC approved SQP.SQ
	P attached with the technical specifications.
	After receipt of Purchase Order, vendor shall raise inspection call online through
9.	URL <u>https://teamup.ntpclakshya.co.in</u> . Help document for viewing approved documents & raising inspection call
	is provided in the given URL.
	After successful PDI, vendor has to submit Material Dispatch Clearance Certificate (MDCC) issued by NTPC RIO alon
	g with supply.
	Post Bid Clarification:
	In the event subsequent clarification(s)/query(ies) by NTPC are sought from bidder and bidder fails to respond
10.	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 fur
	ther accepted by NTPC shall be an integral part of the GeM Contract. Contract shall be executed in accordance with
	the same.
	· All post award communication/ grievance will be addressed to consignee at email id: "storeincharge-talcher@n
	<u>tpc.co.in</u> ".
	· In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email
11.	id: - <u>vendor_grievance_cpg2@ntpc.co.in</u> .
	• Any communication other than post award are not to be asked through above mail IDs. NTPC will not take cog
	nizance of any such correspondence sent to above mail IDs and shall be outrightly ignored.

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		flict of Interest A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-compet
	(A)	itive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of inter
		est 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 pos
		ition 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 th
		e design or technical specifications of the contract that is the subject of the tender; or
		e) Bidder participates in more than one bid in this bidding process.
		f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the follo wing:
		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 b
		y virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in a
		ny other manner.
12.		Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall und er the 'Conflict of Interest' provisions solely because they are under common control of Governme
		nt of India/State Government.
	(B)	Bidders who participate in current tender are deemed to have accepted the following Annexure a
	(B)	Bidders who participate in current tender are deemed to have accepted the following Annexure a s compliance to Clause "Conflict of Interest":
	(B)	s compliance to Clause "Conflict of Interest":
	(B)	
	(B)	s compliance to Clause "Conflict of Interest":
	(B)	s compliance to Clause "Conflict of Interest": Annexure-1
	(B)	s compliance to Clause "Conflict of Interest": Annexure-1 (Compliance to "Conflict of Interest" provisions)
	(B)	s 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 r
	(B)	s 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 r egarding "Conflict of Interest" and our bid is in compliance to this clause.
	(B)	s 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 r egarding "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, whil e competing for this contract, then our bid shall be rejected and bid security shall be forfeited.
	(B)	s 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 r egarding "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, whil e 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 wi
	(B)	s 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 r egarding "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, whil e 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 wi th terms of aforesaid Clause as mentioned under Buyer Added Bid Specific ATC, during execution of contract,
	(B)	s 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 r egarding "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, whil e 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 wi th 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 Busi
	(B)	s 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 r egarding "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, whil e 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 wi th 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 Busi ness Dealings and shall be dealt accordingly. The policy document can be accessed through the following link
	(B)	s 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 r egarding "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, whil e 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 wi th 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 Busi
	(B)	s 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 r egarding "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, whil e 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 wi th 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 Busi ness Dealings and shall be dealt accordingly. The policy document can be accessed through the following link :
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	No c	s 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 r egarding "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, whil e 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 wi th 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 Busi ness Dealings and shall be dealt accordingly. The policy document can be accessed through the following link :
13.	No c	s 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 r egarding "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, whil e 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 wi th 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 Busi ness 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
13.	No c cy fo	s 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 r egarding "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, whil e 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 wi th 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 Busi ness 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

Disclaimer/अस्वीकरण

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 <u>attached categories</u>, 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.

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.

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

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./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 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 कान्ट्रन के अनुसार आगे की कान्ट्रनी कार्रवाई का आधार होगा।

---Thank You/धन्यवाद---