



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3210647  
Dated/दिनांक : 22-03-2023

### Bid Document/ बिड दस्तावेज़

| Bid Details/बिड विवरण  |  |
|--|--|
| Bid End Date/Time/बिड बंद होने की तारीख/समय  | 12-04-2023 15:00:00  |
| Bid Opening Date/Time/बिड खुलने की तारीख/समय   | 12-04-2023 15:30:00  |
| 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  | Cg   |
| Total Quantity/कुल मात्रा  | 8  |
| Item Category/मद केटेगरी   | M6236000001 AL MOBILE SCAFFOLDINGS TOWER-20MTR MIN   |
| BOQ Title/बीओक्यू शीर्षक   | ALUMINIUM MOBILE SCAFFOLDINGS TOWER  |
| MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover   | No   |
| Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover   | No   |
| Document required from seller/विक्रेता से मांगे गए दस्तावेज़   | Certificate (Requested in ATC)<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 |
| Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया   | No   |
| Type of Bid/बिड का प्रकार  | Two Packet Bid   |
| Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय | 4 Days   |
| Evaluation Method/मूल्यांकन पद्धति   | Total value wise evaluation  |

EMD Detail/ईएमडी विवरण

|                             |       |
|-----------------------------|-------|
| Advisory Bank/एडवाइजरी बैंक | ICICI |
| EMD Amount/ईएमडी राशि       | 50000 |

#### ePBG Detail/ईपीबीजी विवरण

|  |       |
|--|-------|
| Advisory Bank  | ICICI |
| ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)                               | 3.00  |
| Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने). | 21    |

(a). 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./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

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

#### Beneficiary/लाभार्थी :

CnM  
NTPC Limited, Ministry of Power , GM(C&M)-CPG-1 NTPC Limited, Western Region II Headquarters, Plot No-87, Sector-24, Atal Nagar, Naya Raipur, Raipur Chhatisgarh-492018  
(Gm)

#### Splitting/विभाजन

Bid splitting not applied.

#### 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 |
|---|-----|

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 to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. 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 Seller shall be given opportunity to match L-1 price and contract will be awarded for 100%(selected by Buyer) percentage of total QUANTITY.

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.

## **M623600001 AL MOBILE SCAFFOLDINGS TOWER-20MTR MIN**

**(Minimum 50% Local Content required for qualifying as Class 1 Local Supplier)**

|                             |           |
|-----------------------------|-----------|
| Brand Type/ब्रांड का प्रकार | Unbranded |
|-----------------------------|-----------|

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

|                               |                           |
|-------------------------------|---------------------------|
| <b>Specification Document</b> | <a href="#">View File</a> |
| <b>BOQ Detail Document</b>    | <a href="#">View File</a> |

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

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

| <b>S.No./क्र. सं.</b> | <b>Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी</b> | <b>Address/पता</b>  | <b>Quantity/मात्रा</b> | <b>Delivery Days/डिलीवरी के दिन</b> |
|-----------------------|--|---|------------------------|-------------------------------------|
| 1                     | Arun Kumar Singh   | 803213,Barh Super Thermal Power Project P.O. BARH PATNA 803213 BARH | 8                      | 90                                  |

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

### 1. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

| <b>SPECIAL PURCHASE CONDITIONS (SPC)</b><br>(The conditions in this section will supersede any other related conditions anywhere else in this tender document) |  |  |
|--|--|--|
| <b>Special Purchase Conditions</b>   |  |  |
| <b>1.0</b>   | <b>TYPE OF BIDDING</b>   | Single stage Two Envelope  |
| <b>2.0</b>   | <b>REVERSE AUCTION RULES</b>   | NOT APPLICABLE   |
| <b>3.0</b>   | <b>PRICE BASIS</b>   | F.O.R. DESTINATION BASIS (NTPC STORES BASIS as per provision on GeM portal)<br><b>FOR NTPC BARH Super thermal Power station</b><br><b>Bidders are requested to indicate the Price on "FOR NTPC Site" basis.</b><br>Consignee address for respective item given on the GeM portal   |
| <b>4.0</b>   | <b>Tender Fee</b>  | Not Applicable   |
| <b>5.0</b>   | <b>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY</b><br>{ITB Clause 14.0} | EMD amount : As per the GEM bidding documents<br>The Earnest Money Deposit (EMD) shall in the form of Bank Guarantee from banks specified in the published GeM bid.<br>The format of Bid Guarantee (BG) towards EMD shall be as per GeM formats. The BG towards EMD shall remain valid for a period of <b>forty-five (45) days beyond the original Bid validity period</b> or beyond any extension in the period of Bid validity subsequently requested.<br><br>1) The bidders are requested to send the required documents (EMD, in case submitted by way of BG in Original in sealed envelope well in advance so as to be received by the respective officer <b>before the expiry of Bid Submission Closing Date &amp; time</b> as described in tender, failing which bid is liable for rejection. NTPC shall not be liable for loss/ non-receipt/ late receipt of EMD in postal transit.<br><br>2) <b>Micro and Small Enterprises (MSEs) having Udy</b> |

Udyam Registration for Goods produced and Services rendered shall only be eligible for MSE benefits.

- 3) In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before the re-classification, **for a period of three years from the date of such upward change.**

Such registered bidders will have to submit **Udyam Registration Certificate as a proof of being MSE.**

MSEs seeking exemption and benefits should enclose a copy of Udyam registration certificate failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.

As per MSME Notification S.O. 2119 (E) dated 26th June 2020, from 1st April 2021, Udyam registration shall be the ONLY valid MSME Registration Document.

Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption & benefits. The benefit as above to MSEs shall be available only for Goods/Services produced & provided by MSEs.

MSE Bidders shall upload valid "UDYAM Registration Certificate" along with Annexure A1/A2 declaration in the EMD folder/ Techno Commercial folder.

As per answer to FAQ no. 18 circulated vide Office Memorandum F. No. 22(1)/2012-MA dated 24.10.2016 "Policy is meant for procurement of goods produced and services rendered by MSEs. **However, traders are excluded from the purview of benefits and exemption of MSEs**

Purchase preference to eligible MSE will be given only for the item(s) quoted by the bidder for which bidder is a manufacturer. If the MSE Bidder has claimed 'EMD and/or Tender fee' benefit based on 'Udyam Registration Certificate' for MSEs and If it is found that none of the items offered /quoted by the MSE bidder is / are manufactured by them, then bid of such bidder shall be rejected.

However, in case the MSE Bidder is manufacturing any / s

ome of the quoted item(s) then Purchase Preference benefits for MSEs shall be extended for such item(s) being manufactured by them. For balance items, its bid shall be evaluated as "Non MSE" bidder

For availing MSE benefits, bidder shall confirm that some or all of the items offered/ quoted are manufactured by them (specifying the name of items). Further, Bidder understands that the benefit of purchase preference will be available only for such item(s) quoted/offered by bidder for which Bidder is a manufacturer and for rest of the items, its bid shall be evaluated/treated as Non-MSE bid.

In support of above claim regarding manufacturing of each of the specified Item(s), Bidder will furnish necessary details of Stores/ Category of items etc. as mentioned in the 'Udyam Registration Certificate' along with the above Undertaking. In case, such details are not available in the Registration Certificate furnished by the Bidder for any of the above item(s), other relevant details / documentary evidence will be furnished along with the Undertaking in support of the claim that such item(s) are manufactured by the Bidder.

Format for declaration / undertaking by bidder at Annexure-A1.

**Bidder has to submit exemption certificate online at GEM portal before the expiry of Bid Submission closing date & time as described in tender, failing which bid may be rejected.**

*Sealed envelope containing EMD and any offline documents sought in tender, must be marked and details like NIT/ Tender No, Scope of Work, Bid Opening Due Date etc mentioned on the envelope*

**Bidders shall also be required to upload the scanned copy of the BG on GEM portal.**

The bidder shall be required to submit all the documents in the manner as specified, to reach NTPC/Employer before the deadline for submission of bids, failing which its bid shall be rejected as being non-responsive and not opened.

*In such a case, Bidder shall also be required to submit the Original BG in physical form to reach NTPC at the address mentioned in Bidding*

Any bid for which an acceptable bid security has not been submitted before the bid submission date and time as mentioned in NIT, shall be rejected by the employer as being non-responsive and bid shall not be opened. Bid security details and scanned copy of the instrument shall also be uploaded online in appropriate place. [The uploaded soft copy of the EMD BG shall be considered in this case.](#)

**Note :**

EMD exemption / *Exemption from furnishing Bid Security* as per the GEM - [General Terms and Conditions](#) will also be applicable.

|     |  |  |   |           |                 |    |        |                        |     |                |   |    |           |             |
|-----|--|--|---|-----------|-----------------|----|--------|------------------------|-----|----------------|---|----|-----------|-------------|
| 6.0 | <b>CONFIRMATION OF BGS ( CONTRACT PERFORMANCE GUARANT EE) THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS)/SWIFT</b> | <p>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 above</p> <table border="1" data-bbox="762 477 1473 891"> <tr> <td data-bbox="762 477 858 562">i</td> <td data-bbox="858 477 1082 562">Bank Name</td> <td data-bbox="1082 477 1473 562">ICICI BANK LTD.</td> </tr> <tr> <td data-bbox="762 562 858 647">ii</td> <td data-bbox="858 562 1082 647">Branch</td> <td data-bbox="1082 562 1473 647">CONNAUGHT PLACE BRANCH</td> </tr> <tr> <td data-bbox="762 647 858 808">iii</td> <td data-bbox="858 647 1082 808">Bank addresses</td> <td data-bbox="1082 647 1473 808">9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001</td> </tr> <tr> <td data-bbox="762 808 858 891">iv</td> <td data-bbox="858 808 1082 891">IFSC Code</td> <td data-bbox="1082 808 1473 891">ICIC0000007</td> </tr> </table> <p>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.</p> <p>The format of the message for confirmation of the BG shall be as below:</p> <p><b>BG advising message:</b> IFN 760COV/ IFN 767COV via SFMS</p> <p><b>Field Number: Particulars (to be mentioned in Row 1)</b></p> <p><b>7037: NTPCBG (unique identifier)</b></p> | i | Bank Name | ICICI BANK LTD. | ii | Branch | CONNAUGHT PLACE BRANCH | iii | Bank addresses | 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001 | iv | IFSC Code | ICIC0000007 |
| i   | Bank Name  | ICICI BANK LTD.  |   |           |                 |    |        |                        |     |                |   |    |           |             |
| ii  | Branch   | CONNAUGHT PLACE BRANCH   |   |           |                 |    |        |                        |     |                |   |    |           |             |
| iii | Bank addresses   | 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI-110001  |   |           |                 |    |        |                        |     |                |   |    |           |             |
| iv  | IFSC Code  | ICIC0000007  |   |           |                 |    |        |                        |     |                |   |    |           |             |
| 7.0 | <b>VALIDITY OF OFFER</b><br>{ITB Clause 17.0}  | <b>120 days</b> from the date of opening of the 'Technical & Commercial Bid'   |   |           |                 |    |        |                        |     |                |   |    |           |             |
| 8.0 | <b>TRANSFER OF BID DOCUMENTS</b>   | Not applicable   |   |           |                 |    |        |                        |     |                |   |    |           |             |
| 9.0 | <b>NIL DEVIATION CERTIFICATE</b>   | This is a non-negotiable tender and any deviation on any condition(s) of this SPC shall render the bid as non responsive. The agency has to submit the <b>Certificate of "NIL" Deviation</b> as per the attached Performance.  |   |           |                 |    |        |                        |     |                |   |    |           |             |



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|------|--|---|
| 10.0 | <b>ELIGIBILITY FOR PARTICIPATION IN TENDER:</b><br><br><b>[APPLICABLE]</b>   | <p><b>Only Class-I Local Suppliers are eligible to participate i.e. MLC=&gt;50%</b></p> <p>The local content requirement to categorize a Bidder/ Supplier as 'Class-I local supplier' is minimum <b>50%</b>.</p> <p><b>Note:</b></p> <p>(1) The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in the F.NO. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division.</p> <p>However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> |
| 11.0 | <b>PURCHASE PREFERENCE TO LOCAL SUPPLIERS</b><br><br><b>[NOT APPLICABLE]</b> | <p>The local content requirement to categorize a Bidder/ Supplier as 'Class-I local supplier' is minimum <b>50%</b>.</p> <p><b><u>This tender is reserved for Only 'Class-I Local Supplier'</u></b></p>   |
| 12.0 | <b>JURISDICTION</b>  | Raipur  |
| 13.0 | <b>PLACE OF ARBITRATION</b>  | New Delhi, India  |
| 14.0 | <b>TRANSIT INSURANCE</b>   | Bidder shall be responsible for transportation and safe delivery of material. <b>Transit Insurance shall be inclusive in Bidders "FOR Site" price.</b>  |

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|------|---|--|
| 15.0 | <b>FREIGHT</b>                          | Bidder shall be responsible for transportation and safe delivery of Material at NTPC Stores. <b>Freight charges shall be inclusive in Bidders "FOR Site" price.</b>  |
| 16.0 | <b>PACKING AND FORWARDING</b>           | <b>Packing &amp; Forwarding shall be inclusive in Bidder's "FOR Site" price.</b>   |
| 17.0 | <b>DELIVERY AND COMPLETION SCHEDULE</b> | <b>90 days from the date of issue of GEM Contract.</b>   |
| 18.0 | <b>PAYMENT TERMS</b>                    | <p>(a). 100% payment will be done after successful commissioning at site.</p> <p>(b). Successful bidder shall be required to furnish the Performance Bank Guarantee [PBG] for an amount equal to 3% of the total order value.</p> <p>PBG should be valid for a period of 03 [three] months beyond the expiry of warranty period. PBG should be submitted within 30 days of placement of award.</p> <p>If no PBG is submitted then it will be deducted from the initial bills</p> |

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|------|---|---|
| 19.0 | <b>Performance Bank Guarantee (PBG)</b> | <p><b>APPLICABLE</b><br/><b>@3% OF CONTRACT VALUE</b></p> <p>a. Within thirty (30) days of the receipt of GEM contract from the Employer, the Supplier shall furnish the Contract Performance Guarantee, if applicable, for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as mentioned below:</p> <p>b. CPG may be submitted as an irrevocable Bank Guarantee as per the GEM standard format from any Nationalized bank / Scheduled Bank.</p> <p>c. Failure of the supplier to submit the above mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and incident may be raised in GEM for suitable action.</p> <p>d. The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 3% of GEM contract value. CPG should be valid for a period of three months (3 months) beyond the expiry of warranty period.</p> <p>The CPG should be submitted within 30 days of placement of award.</p> |
| 20.0 | <b>TAXES &amp; DUTIES</b>               | <p>Inclusive as per provision on GeM portal.</p> <p>The HSN code of the material to be provided by the bidder in the offer along with item wise GST applicable rates. Based on this information provided in the offer SAP regularizing PO shall be issued in reference to the GeM contract issued on successful bidder. The SAP regularizing PO is required for raising inspection call on our team portal and for payment procedure in the NTPC SAP system.</p>  |

21.0

**WARRANTY / GUARANTEE/DEFECT LIABILITY PERIOD**

**WARRANTY / GUARANTEE :**

All equipment supplied against the specifications shall be guaranteed for a period of 12 months from the date of commissioning or 18 months from date of dispatch whichever ever is earlier.

Also any engineering error, omission, wrong provision, equipment failure etc., if found during actual commissioning of the equipment shall be attended by the agency free of cost.

|      |                            |  |
|------|----------------------------|--|
| 22.0 | <b>INSPECTION</b>          | <p><b>Pre-dispatch Inspection : Applicable</b></p> <p>PDI is applicable and the same will be done by NTPC RIO / NTPC Representative before dispatch (PDI).</p> <p>Pre-Dispatch Inspection (PDI) shall be done by NTPC as per P.O. terms &amp; conditions and approved Quality Plan.</p> <p>Quality Plan is enclosed for review and acceptance by you.</p> <p>Vendor may submit their quality plan in line with our reference QP along with the offer for acceptance of NTPC.</p> <p>Vendor should mention in their offer the place where PDI will be carried out by RIO -NTPC.</p> <p>All testing charges shall be in the scope of Agency</p> <p>Vendor has to obtain Material Dispatch clearance certificate (MDCC) from NTPC before supply of material</p> |
| 23.0 | <b>INTEGRITY PACT</b>      | Not applicable   |
| 24.0 | <b>Evaluation Criteria</b> | <p><b>As per provision on the GeM portal</b></p> <p><b>i. Item-wise Evaluation</b></p> <p><b>ii. Splitting of individual item Quantity among bidders shall not be applicable.</b></p>  |
| 25.0 | <b>Price Adjustments</b>   | <b>Not Applicable</b>  |

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|------|---|---|
| 26.0 | <b>MSE Benefits</b>   | <p>Benefits under PPP 2012 for MSEs shall be provided for (a) Goods produced and (b) Services provided by MSEs. MSE benefits shall not be applicable to Trader/Dealer of Goods.</p> <p>Only <b>Micro and Small Enterprises</b> registered with the following shall be considered for MSE benefits:</p> <ul style="list-style-type: none"> <li>• <b>Udyam Registration Certificate</b></li> </ul> <p>Except Udyam Registration Certificate no other registration documents will be considered for MSEs exemption &amp; benefits for bids which will be under evaluation stage on 1st July 2022 onwards, unless until GOI extend the validity of other MSEs registration certificate. The benefits above to MSEs shall be available only for Goods/Services produced &amp; provided by MSEs.</p> <p><b>MSE Bidders must attach duly filled and signed Annexure-A1/A2 (format available below) along with valid MSE registration in their online bid in "EMD FOLDER/Techno commercial folder".</b></p> |
| 27.0 | <b>E-WAYBILL</b>  | E WAY BILL if required shall be arranged by the vendor.   |
| 28.0 | <b>CONTRACTOR'S LABOUR INFORMATION MANAGEMENT SYSTEM (NOT APPLICABLE)</b> | <p>Contractor's Labour Information Management System (CLIMS):</p> <ol style="list-style-type: none"> <li>The Contractor has to necessarily get itself registered in the Contractor's Labor Information Management System (CLIMS), which will be installed by the Employer.</li> <li>The entry and exit of all contract labor to the plant premises will be through Gate Access Control System of above 'Contractor's Labor Information Management System'.</li> <li>It will be the responsibility of the Contractor to ensure timely exit of all labors from the plant premises after completion of job of that day.</li> <li>The contractor has to abide with all the statutory compliance applicable to its workers and employees and update the details of the same in the above System.</li> </ol>  |

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| 29.0 | <b>Safety</b>                          | The Contractor, including his sub-contractors, while executing the Works, will strictly comply with the statutory requirements (including amendments thereof), as applicable, in respect of safety of his employees, equipment and materials. The contractor will also comply with the provisions of NTPC Safety Rules as issued from time to time and displayed on NTPC's tender website <a href="http://www.ntpctender.com">http://www.ntpctender.com</a> .   |
| 30.0 | <b>LIQUIDATED DAMAGES</b>              | Applicable  |
| 31.0 | <b>No Claim for Interest or damage</b> | <p><b>1. Interest on money due to the contractor:</b> Contractor shall not be entitled to any interest or damage in case of any delay on the part of the Employer to pay the amount due upon measurement or as per Contract or otherwise. Contractor shall also not be entitled to interest upon any guarantee/security/ retention money or payments in arrears or upon any balance which may on the final settlement of his account be due to him.</p> <p><b>No claim for interest or damage:</b> No claim for interest or damage will be entertained or be payable by the Employer in respect of any amount or balance which may be lying with the Employer or may become due upon settlement/adjudication of any dispute, difference or misunderstanding between the parties by way of arbitration or court proceedings or otherwise or in respect of any delay or omission on the part of the Employer in making intermediate or final payment or in respect of any amount/damage which may be claimed through arbitration or court proceedings or in any other respect whatsoever.</p> |

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| 32.0 | <p><b>Restrictions on procurement from a Bidder of a country which shares a land border with India</b></p> | <p><b>Bidders Eligible for Bidding:</b></p> <p>The Contractor shall not be allowed to sub-contract works to any sub-contractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in the F.NO. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division.</p> <p>However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>Bidding is open to bidders from within the Employer's country only subject to fulfilment of conditions specified GEM GTC</p> |
| 33.0 | <p><b>Bid to be addressed to</b></p>   | <p>GM(C&amp;M)-CPG-1</p> <p>NTPC Limited, Western Region II Headquarters,<br/>Plot No-87, Sector-24, Atal Nagar,<br/>Naya Raipur, Raipur<br/>Chhatisgarh-492018</p> <p>E-MAIL<br/><a href="mailto:usgupta01@ntpc.co.in">usgupta01@ntpc.co.in</a>/<a href="mailto:dppradhan@ntpc.co.in">dppradhan@ntpc.co.in</a></p>  |



|             |                                  |  |
|-------------|----------------------------------|--|
| <b>34.0</b> | <b>CONTACT PERSONS / ADDRESS</b> | Sr Manager(C&M)-CPG-1/AGM (C&M)-CPG-1<br>NTPC Limited, Western Region II Headquarters,<br>Plot No-87, Sector-24, Atal Nagar,<br>Naya Raipur, Raipur<br>Chhatisgarh-492018<br>Contact no. 07712515476 |
|             |                                  | <a href="mailto:sushilmeena@ntpc.co.in">sushilmeena@ntpc.co.in</a> / <a href="mailto:dppradhan@ntpc.co.in">dppradhan@ntpc.co.in</a>  |

## 2. Buyer Added Bid Specific ATC

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

## 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. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

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.
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 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।

**---Thank You/धन्यवाद---**