

## अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687789406361

अनुबंध तिथि | Generated Date : 28-Jun-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4809884](#)

अनुसूची नाम | Schedule Name: Schedule 2, Schedule 1

संगठन विवरण   Organisation Details	खरीदार विवरण   Buyer Details
प्ररूप   Type : Central PSU मंत्रालय   Ministry : Ministry of Power विभाग   Department : NA संगठन का नाम   Organisation Name : NTPC Limited कार्यालय क्षेत्र   Office Zone : USSC CPG2 Sipat	पद   Designation : MANAGER CM 6 संपर्क नंबर   Contact No. : 94258-23301- ईमेल आईडी   Email ID : buyer165.nl.mp@gembuyer.in जीएसटीआईएन   GSTIN : - पता   Address : CPG-2, Samaveshi Bhawan NTPC Limited Sipat Super Thermal Power Project, Post Office : Ujwal Nagar, Distt. - Bilaspur (C.G.), BILASPUR, CHHATTISGARH-495555, India

वित्तीय स्वीकृति विवरण   Financial Approval Detail	भुगतान प्राधिकरण विवरण   Paying Authority Details
आईएफडी सहमति   IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम   Designation of Administrative Approval : AGM वित्तीय अनुमोदन का पदनाम   Designation of Financial Approval : AGM	Role: CONSIGNEE

विक्रेता विवरण   Seller Details
जेम विक्रेता आईडी   GeM Seller ID : 053A180000092144 कंपनी का नाम   Company Name : SHAKTI FIXTURES PRIVATE LIMITED संपर्क नंबर   Contact No. : 09323095927 ईमेल आईडी   Email ID : shakti@shaktifixtures.com पता   Address : 212/B, Bombay Talkies Compound, Himanshu Rai Road, Malad West, Mumbai, Maharashtra-400064, - एमआईआई स्थिति   MII Status : True एमएसएमई सत्यापित   MSME verified : Yes एमएसएमई पंजीकरण संख्या   MSME Registration number : UDYAM-MH-18-0004851 एमएसई सामाजिक श्रेणी   MSE Social Category : General एमएसई लिंग श्रेणी   MSE Gender : Male जीएसटीआईएन   GSTIN: 27AAMCS1468H1Z0 (B), (M), (R)

\*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

वितरण निर्देश | Delivery Instructions : NA

उत्पाद विवरण   Product Details						
#	आइटम विवरण   Item Description	आइटम विवरण   Ordered Quantity	इकाई   Unit	इकाई मूल्य (INR)   Unit Price (INR)	कर विभाजन (INR)   Tax Bifurcation (INR)	मूल्य (INR में सभी शुल्क और कर सहित)   Price (Inclusive of all Duties and Taxes in INR)
1	उत्पाद का नाम   Product Name : Capacitor 42 MFD ब्रांड   Brand : Shakti ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : Capacitor 42 MFD (Q3) मॉडल   Model: Capacitor 42 MFD एचएसएन कोड   HSN Code: 8532	300	pieces	112.8	NA	33,840
2	उत्पाद का नाम   Product Name : 400W Ballast ब्रांड   Brand : Shakti ब्रांड प्रकार   Brand Type : Registered Brand कैटलॉग की स्थिति   Catalogue Status: Catalogue not verified by OEM कैसे बेचा जा रहा है   Selling As : Reseller not verified by OEM श्रेणी का नाम और चतुर्थांश   Category Name & Quadrant : 400W Ballast (Q3) मॉडल   Model: 400W Ballast एचएसएन कोड   HSN Code: 8504	600	pieces	1,249.9	NA	749,940
कुल ऑर्डर मूल्य   Total Order Value (in INR)						783,780

परेषिती विवरण   Consignee Detail

क्र.सं.   S.No	प्रेषित   Consignee	वस्तु   Item	लॉट नंबर   Lot No.	मात्रा   Quantity	दिनांक के बाद डिलीवरी शुरू करना है   Delivery Start After	वितरण पूरा कब तक करना है   Delivery To Be Completed By
1	पद   Designation : - ईमेल आईडी   Email ID : con147.nl.bh@gembuyer.in संपर्क   Contact : 94371-84652- जीएसटीआईएन   GSTIN : - पता   Address : GSTIN: 10AAACN0255D2ZC NTPC Stores, Nabinagar STPS NPGC-Shivanpur Aurangabad 824303 Bihar, AURANGABAD(BH), BIHAR-824301, India	Capacitor 42 MFD	-	300	28-Jun-2024	26-Sep-2024
		400W Ballast	-	600	28-Jun-2024	26-Sep-2024
Product Specification for Capacitor 42 MFD						
विनिर्देश   Specification		उप-विनिर्देश   Sub-Spec			मूल्य   Value	
Custom Specification		Custom Specification			Yes	
विक्रेता विशिष्टता दस्तावेज़   Seller Specification Document:						
1. <a href="#">SpecificationDocument1</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/18/48/642/CatalogAttrs/SpecificationDocument/2024/4/6/2024_04_06_17_39_42_declaration_oem_local_content_2024-04-06-17-39-45_ddfc745a4fd60175c6626d3fded4d904.pdf				
खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:						
1. <a href="#">SpecificationDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4763238/54/78/703/CatalogAttrs/SpecificationDocument/2024/3/21/sch2_qp_merged_-1_2024-03-21-16-31-47_7bf198d30373d4106f99dd5b633afb52.pdf				
Product Specification for 400W Ballast						
विनिर्देश   Specification		उप-विनिर्देश   Sub-Spec			मूल्य   Value	
Custom Specification		Custom Specification			Yes	
विक्रेता विशिष्टता दस्तावेज़   Seller Specification Document:						
1. <a href="#">SpecificationDocument1</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/18/48/642/CatalogAttrs/SpecificationDocument/2024/4/6/2024_04_06_17_34_37_declaration_oem_local_content_2024-04-06-17-34-38_0b9cd92243e63d942a87f47b1bc88a82.pdf				
खरीदार विशिष्टता दस्तावेज़   Buyer Specification Document:						
1. <a href="#">SpecificationDocument</a>		mkp.gem.gov.in/catalog_data/catalog_support_document/buyer_documents/4763238/54/78/703/CatalogAttrs/SpecificationDocument/2024/3/21/sch1_qp_merged_-1_2024-03-21-16-30-49_8e8b620ce2828dee72dcdb0416e9e83a.pdf				
ईपीबीजी विवरण   ePBG Detail						
सलाहकार बैंक   Advisory Bank :						NA
ईपीबीजी प्रतिशत (%)   ePBG Percentage(%):						NA
नियम और शर्तें   Terms and Conditions						
1. General Terms and Conditions-						
1.1 This contract is governed by the <a href="#">General Terms and Conditions</a> , conditions stipulated to this Product/Service as provided in the Marketplace.						
1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable						
2. Buyer Added Bid Specific Terms and Conditions-						
2.1 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.

## 2.2 Generic

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

## 2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

Sl.No.	ATC (PR No: 300042919)
	<b>Nil Deviation Clause:</b>  <b>The sellers who participate in current Tender are deemed to have fully accepted all Terms &amp; Conditions, Technical Specifications, Data Sheets, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techno-Commercial Bids, and the same are supposed to have been taken into consideration while making their Techno-Commercial Bid &amp; Price Bid.</b>  <b>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 deviation is observed in the bid, bidder shall have to withdraw such deviations; failing which bid shall be liable for rejection.</b>  <b>Bidder/supplier shall have no right to contest the same in case supplied material is rejected due to deviation with respect to tender specification.</b>
2.	<b>"Bidders are requested to refer detailed technical specification of the item (s). In case of any contradiction between short text of item(s) and complete technical specification of the item(s), <u>only complete technical specification of that item should be considered for the submission of offer and same shall be considered for evaluation purpose.</u>"</b>
3.	<b>Payment Term:</b> <b>As per GeM GTC</b>
4.	<b>Warranty / Guarantee Clause: (Applicable )</b> <b>18 months from the date of supply or 12 months from date of installation and commissioning / use whichever is earlier.</b>
5.	<b>Interchangeability Clause: ( Not Applicable)</b>
6.	<b>Test / Calibration / Any Other Certificate Clause: (Applicable)</b> <b>Bidder shall submit Test Certificates as per Standard TC / Inspection Report requirement along with supply If applicable.</b>
7.	<b>PDI Clause (Inspection and Tests): Not Applicable</b>
8.	<b>Integrity Pact Clause: Not Applicable</b> <b>Bidder shall upload digitally signed Integrity Pact along with their bid. NTPC Integrity Pact format is attached for reference.</b>
9.	<b>1. Instruction for submission of Bank Guarantees (BGs): Not Applicable</b>
10.	<b>Post Bid Clarification:</b> <ul style="list-style-type: none"><li><b>In the event subsequent clarification(s)/query(ies) by NTPC are sought from Bidder and bidder fails to respond or responds with incorrect / inadequate or non-compliant information, the bid shall be liable to be rejected.</b></li><li><b>During techno-commercial evaluation of offer, reply given by bidder against the queries/clarifications asked and further accepted by NTPC shall be an integral part of the GeM Contract. Contract shall be executed in accordance with the same.</b></li></ul>
	<ul style="list-style-type: none"><li><b>Consignee Details</b></li></ul>

## 2.4 Scope of Supply:

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

## 2.5 Inspection:

Materials shall be guaranteed for 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier.

## 2.6 Generic:

Manufacturer Authorization:Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

11.	<ul style="list-style-type: none"> <li>Name - Bidyasagar Sawaiyan ,</li> <li>Number - 9437184652</li> <li>Email id - <a href="mailto:vssawaiyan@ntpc.co.in">vssawaiyan@ntpc.co.in</a></li> <li>All post award communication/ grievance will be addressed to consignee at email id: "<a href="mailto:storeincharge-nabinagar@ntpc.co.in">storeincharge-nabinagar@ntpc.co.in</a>".</li> <li>In case of non-resolution of the issue, matter can be escalated along with previous correspondence(s) to email id: - <a href="mailto:vendor_grievance_cpg2@ntpc.co.in">vendor_grievance_cpg2@ntpc.co.in</a>.</li> <li>Any communication other than post award are not to be asked through above mail IDs. NTPC will not take cognizance of any such correspondence sent to above mail IDs and shall be outrightly ignored.</li> </ul>
12.	<p><b>Conflict of Interest</b></p> <p>(A) A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> <li>a) they directly or indirectly control, or are controlled by or are under common control of another entity; or</li> <li>b) they have the same legal representative/agent for purposes of their bids; or</li> <li>c) they have relationship with each other, directly or through common third party(ies), that puts them in a position to have access to information about or influence on the bid of another Bidder; or</li> <li>d) Bidder and/or any of its allied entity(ies), which directly or indirectly control(s) or is(are) controlled by or is(are) under common control of another entity, has(ve) participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the tender; or</li> <li>e) Bidder participates in more than one bid in this bidding process.</li> <li>f) In cases of agents quoting on behalf of their principal manufacturers/service providers, one agent cannot represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. One manufacturer/service provider can also authorize only one agent. There can be only one bid from the following: <ul style="list-style-type: none"> <li>i) The principal manufacturer/service provider directly or through one Indian agent on his behalf; and</li> <li>ii) Indian/foreign agent on behalf of only one principal.</li> </ul> </li> </ul> <p>For the purposes of this clause the term 'control' shall have the following meaning:</p> <p>"Control" shall include the right to appoint majority of the directors or to control the management or policy decisions exercisable by a person or persons acting individually or in concert, directly or indirectly, including by virtue of their shareholding or management rights or shareholders' agreements or voting agreements or in any other manner.</p> <p><b>Note:</b> 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.</p> <p>(B) Bidders who participate in current tender are deemed to have accepted the following Annexure as compliance to Clause "Conflict of Interest":</p> <p style="text-align: center;"><b>Annexure-1</b></p> <p style="text-align: center;">(Compliance to "Conflict of Interest" provisions)</p> <p>We confirm that we have read and understood the Clause as mentioned under Buyer Added Bid Specific ATC regarding "Conflict of Interest" and our bid is in compliance to this clause.</p> <p>In case it is established that we have provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited.</p> <p>We also understand that in case we become successful bidder, if it is established that we have not complied with terms of aforesaid Clause as mentioned under Buyer Added Bid Specific ATC, during execution of contract, this would be considered as fraudulent practice as mentioned in para 5.1 (j) of Policy for Debarment from Business Dealings and shall be dealt accordingly. The policy document can be accessed through the following link:</p> <p><a href="https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Bu">https://ntpctender.ntpc.co.in/Heading/Policy_for_Debarment_from_Bu</a></p>

13.

No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employer's Policy for Debarment from Business Dealings. Policy details can be referred at the URL given below:

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है। इस दस्तावेज़ का प्रिंट आउट भुगतान/लेनदेन उद्देश्य के लिए मान्य नहीं है।

Note: This is system generated file. No signature is required. Print out of this document is not valid for payment/ transaction purpose.