



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2024/B/5572014 Dated/दिनांक : 05-11-2024

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	15-11-2024 17:00:00		
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	15-11-2024 17:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	111() (Davs)		
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	60		
Item Category/मद केटेगरी 100246422-CARBON-DECHLORNATION, 50KG			
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	CARBON-DECHLORNATION,50KG		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Carbon Cleaner, Electronic Weighing Systems as per IS 9281 (Part I, Part II, Part III, Part IV), Carbon Bush, Carbon Electrode paste, Carbon brush, Online UPS (V2), Carbon Molecular Sieves, Carbon brushes for motor and generator, Cloth Dryer Stand, Carbon Monoxide Meter		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Activated Carbons Granular as per IS 2752		
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No		
Certificate (Requested in ATC),Additional Doc 1 (Red in ATC),Compliance of BoQ specification and support document *In case any bidder is seeking exemption from Expe Turnover Criteria, the supporting documents to prove ligibility for exemption must be uploaded for evaluating the buyer			
Do you want to show documents uploaded by bidders to all bidders participated in bid?/			

Bid Details/बिड विवरण	
Bid to RA enabled/बिंड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिंड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

# EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	ICICI
EMD Amount/ईएमडी राशि	50000

# ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	15

- (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 दस्तावेज़ प्रस्तुत करने है। 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:

NTPC Limited

Unified Shared Service Centre (CPG – 2) Sipat Super Thermal Power Station Samaveshi Bhavan PO – Ujjwal Nagar, Dist – Bilaspur Chhattisgarh 495 555

(Ntpc Limited)

## **Reserved for Make In India products**

Reserved for Make In India products	Yes
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#### 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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM No.1 4 2021 PPD dated 18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
- 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.

# 100246422-CARBON-DECHLORNATION, 50KG (60 metric tonne)

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

Technical Specifications/तकनीकी विशिष्टियाँ

ш	Buyer Specification Document/क्रेता विशिष्टि दस्तावेज	<u>Download</u>	
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#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा

S.No./व्र सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Arun Kumar Singh	803213,GSTIN: 10AAACN0255D2ZC NTPC Stores Barh Super Thermal Power Project P.O. BARH PATNA 803213	60	365

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

#### 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 by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 2. 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.

# 3. Generic

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

### 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

#### A) NIL DEVIATION STATEMENT:

"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 S pecific Terms and Conditions given in Bidding Documents, read in conjunction with Amendmen t(s)/ Clarification(s)/ Addenda/ Errata (if any) issued by the Buyer prior to opening of Techno-C ommercial Bids, and the same are supposed to have been taken into consideration while making their Techno-Commercial Bid & Price Bid. 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 al ong with its bid, which is in contravention to buyer's bidding documents, those will not be tak en into cognizance and will stand automatically withdrawn."

# B) Instruction for submission of Bank Guarantees (BGs):

"The format of the Bank Guarantee shall be in accordance with the for m of Bank Guarantee towards <u>Bid Security/EMD & Performance Security</u> as attached under Buyer Uploaded ATC Document only.

Any bid not accompanied by an acceptable bid security in a separate sealed envelope shall be rejected by the Employer as being non-responsive."

1. Bank Guarantee (BG) towards EMD/Bid Security: Please submit the Bank Guarantee (BG) towards EMD/Bid Security at below mentioned address:

USSC, CPG-2 (Sipat),

NTPC Limited

Samaveshi Bhawan.

PO: Ujjwal Nagar,

NTPC Sipat,

Bilaspur (C.G.) India, Pin- 495555

Note: EMD shall be accepted in the form of Bank Guarantee (BG) only. The EMD BG should be valid for 45 days beyond the Bid Offer Validity Period as specified in the Tender/Bid Document.

2. Performance Bank Guarantee (PBG):

Except for the BGs towards Bid Security/EMD, which are required to be submitte d by the Bidders along with the Bids and the BGs issued by the banks outside In dia, all other BGs should be received from the Bank directly through post/ couri er, by Unified Treasury, Dadri at below mentioned address:

Unified Treasury (BG Group)

Administrative Building, NCPS, Dadri

NTPC Limited,

PO. Vidyut Nagar

Distt: Gautam Budh Nagar,

Uttar Pradesh- 201008.

A soft copy of the BG (other than BG towards Bid Security) is mandatorily required to be mailed to Unified Treasury Group at ubg@ntpc.co.in by the issuing Bank.

Note: The PBG shall be accompanied with the BG forwarding letter in the format attached as Annexure-I in the Bid Documents. [Refer Buyer Uploaded ATC Document]

3. Confirmation of BGs (including Bid Security) through Structured Financial Mes saging System (SFMS)/SWIFT:

While issuing the physical BGs, the Bidder's Bank shall also send electronic mes sage 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 de tails are provided herein below:

(i) Bank Name: ICICI Bank Limited

(ii) Branch: CONNAUGHT PLACE BRANCH

(iii) Bank Address: 9A, PHELPS BUILDING, INNER CIRCLE, NEW DELHI- 110001

(iv) IFSC Code: ICIC0000007

BG issuing/amending bank must send the BG advice in the form of message for mat via SFMS (Structured Financial Messaging System) as provided by RBI. The format of the message for confirmation of the BG shall be as below:

BG advising message: IFN 760COV/ IFN 767COV via SFMS

Field Number: Particulars (to be mentioned in Row 1)

7037: NTPCBG (unique identifier)

- 4. The BG should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or i s to be acted upon or the rate prevailing in the State where the BG is executed, whichever is higher.
- 5. The date, purpose of purchase and name of the purchaser should be indicate d on the stamp paper. The stamp papers (other than e-stamp paper) should be duly signed by the stamp vendor. The date of sale of the non-judicial stamp paper, as indicated on the stamp paper should be of any date on or before the date of execution of the BG. The name of the Purchaser of stamp paper may either b e the executing Bank or the party on whose behalf the BG is issued.

In certain States, the Rules permit levy of stamp duty by the process of franking under signature of empowered officer. Such BG may also be accepted as duly st amped.

6. Successful Bidder shall submit PBG (if applicable) within 30 days from the dat e of GeM Contract, failing which the PBG amount shall be retained from initial in

voices. The PBG must be valid for 03 months beyond the Delivery Period as specified in the Contract.

**C)** "In case MSE Benefit/ Purchase Preferences \* [for MSE and/or Class-I local su pplier \*] is applicable as per the provisions specified in the Bidding documents and if during evaluation of Bids, Negotiation is required to be conducted - the N egotiation shall be carried out with L1 Bidder.

Further, eligible MSE and/or Class-I local supplier \* (as per the provisions specified in the Bidding documents with respect to MSE Benefit/ Purchase Preferences \*) shall be offered to match the Negotiated/ Awardable price of L-1 Bidder in the order of their ranking & eligibility based on Original quoted price of L-1 Bidder (before Negotiation)."

# D) Risk Purchase:

Bidders who participate in current tender are deemed to have accepted the following as compliance to Clause "Risk Purchase":

"In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, NTPC reserves the right to procur e the materials from any other source at the Suppliers risk and cost and the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of CPG and or any other action as deemed fit."

#### E) Conflict of Interest

- (A) A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-c ompetitive 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 te nder enquiry. 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 beha

If: 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 shareholding or management rights or shareholders' agreements or voting agreements or in any other manner. Note: If two or more CPSEs/State PSEs participate in a tender, they will not be deemed to fall under the 'Conflict of Interest' provisions solely because they are under common control of Government of India/State Government.

(B) Bidders who participate in current tender are deemed to have accepted the following as compliance to Clause "Conflict of Interest":

#### (Compliance to "Conflict of Interest" provisions)

We confirm that we have read and understood the Clause as mentioned under Buyer Added Bid Specific AT C regarding "Conflict of Interest" and our bid is in compliance to this clause.

In case it is established that we have provided any false information in pursuance of the aforesaid Clause, while competing for this contract, then our bid shall be rejected and bid security shall be forfeited.

We also understand that in case we become successful bidder, if it is established that we have not complie d 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: https://ntpctender.ntpc.co.in/Heading/Policy for Debarment from Business Dealings.pdf

No contract shall be awarded to a bidder against whom a Debarment Order has been issued as per Employ er'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/Policy for Debarment from Business Dealings.pdf

## F) Post Bid Clarification:

- In the event subsequent clarification(s)/query(ies) by NTPC are sought from bi dder and bidder fails to respond 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 further accepted by NTPC shall be an integral part of the GeM Contract. Contract shall be executed in accordance with the same.
- **G) i)** All post award communication/ grievance will be addressed to consignee a t email id: "storeincharge-barh@ntpc.co.in".
- **ii)** In case of non-resolution of the issue, matter can be escalated along with pre vious correspondence (s) to email id: <u>vendor grievance cpg2@ntpc.co.in</u>.
- **iii)** Any communication other than post award are not to be asked through abov e mail IDs. NTPC will not take cognizance of any such correspondence sent to a bove mail IDs and shall be outrightly ignored.

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#### 7. 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. 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 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---