



# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	30-01-2025 15:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	30-01-2025 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	Ussc Cpg2 Sipat		
क्रेता ईमेल/Buyer Email	buyer12.ntpc.vskp@gembuyer.in		
Fotal Quantity/कुल मात्र 36			
ltem Category/मद केटेगरी	M5600000119_100248593, M5600000120_100248593		
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	M560000120_STRAINER FOR HCSD SYSTEm		
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Receiver for Student Response System, Foot Operated Ped Bin or Bucket for Bio - Medical Waste Collection, Air Decontamination system for hospitals, Live Remote Temperature and Humidity Monitoring and Alert System, Camera for CCTV System (V3), Accessories for Smoke Evacuation System, Dressing for Reusable NPWT System, Canister for Reusable NPWT System, Add on GATEWAYS an Accessories for PABX System, GPS Training System For Educational Purpose		
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul><li>Industrial Strainer</li><li>Y Strainer</li></ul>		
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 छ्ट	Νο		

Bid Details/बिङ विवरण				
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			
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	No			
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Νο			
Type of Bid/बिड का प्रकार	Two Packet Bid			
Primary product category	M5600000119_100248593			
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	3 Days			
Inspection Required (By Empanelled Inspection Authority / Agencies pre- registered with GeM)	Νο			
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation			
Arbitration Clause	No			
Mediation Clause	No			
EMD Detail/ईएमडी विवरण				
Required/आवश्यकता	Νο			
ePBG Detail/ईपीबीजी विवरण				
Required/आवश्यकता	Νο			
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			
<u> </u>	,			

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 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 OM\_No.1\_4\_2021\_PPD\_dated\_18.05.2023 for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

## M5600000119\_100248593 (12 pieces )

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

#### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	Download
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## 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	ANIRUDHA NAIK	770072,GSTIN: 21AAACN0255D1ZA NTPC Stores Darlipali STPP P.O. Darlipali Sundargarh 770072 Odisha	12	120

## M5600000120\_100248593 (24 pieces)

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

## Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification				
Document/क्रेता	विशिष्टि	दस्तावेज़		

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## 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	ANIRUDHA NAIK	770072,GSTIN: 21AAACN0255D1ZA NTPC Stores Darlipali STPP P.O. Darlipali Sundargarh 770072 Odisha	24	120

# 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

The following terms and conditions are applicable for the all item schedule.

1. Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s) /Seller(s). The received bids having matching/common IP address with either Bidder (s)/ Seller(s) or Buyer, shall be outrightly rejected & shall not be considered for further evaluation.

2. Payment Term: As per GeM GTC

3. Standard TC STCR NO: CPG-QA-STC-M-167 is applicable

4. Guarantee/ Warranty certificate :Vendor has to give guarantee against material defects, manufacturing defect, workmanship defect, for a period of 18 months from the date of supply or 12 months from the date of use whichever is earlier.

5. MII document/ declaration : MII document/ declaration shall be submitted along with the bid as per GeM Bid terms and conditions.

(a). MII document/ declaration shall be issued from OEM (Original equipment's manufacturer) on OEM's lett erhead only else offer shall be liable for rejection/ MII purchase preference shall not be given.

(b). MII document shall clearly mention the MLC (%) for offered schedules.

6. Bidders who will submit "UDYAM REGISTRATION CERTIFICATE", shall only be eligible for MSE benefits/ p urchase preference. Bidder(s) who will submit any other documents e.g. NSIC etc., will not be eligible for M SE purchase preference/ benefit.

7. Nil Deviation:- "The sellers who participate in current Tender are deemed to have fully accepted all Ter ms & 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 a re 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 along with its bid, which is in contravention to buyer's bidding documents, those will not be taken into cognizance and wi II stand automatically withdrawn."

Bidder/supplier shall have no right to contest the same in case supplied material is rejected due to deviatio n with respect to

tender specification.

8. Liquidated Damages : If the Seller fails to deliver any or all of the Goods/Services within the original/re-fi xed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% of the contract v alue of delayed quantity per week or part of the week of delayed period as pre-estimated damages not exc eeding 10% of the contract value of delayed quantity without any controversy/dispute of any sort whatsoe ver.

9. "Bidders are requested to refer detailed technical specification of the item (s). In case of any contradicti on between short text of item(s) and complete technical specification of the item(s), only complete technic al specification of that item should be considered for the submission of offer and same shall be considered for evaluation purpose."

10. Post Bid Clarification:

 $\cdot$  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.

 $\cdot$  During techno-commercial evaluation of offer, reply given by bidder against the queries/clarifications ask ed and further accepted by NTPC shall be an integral part of the GeM Contract. Contract shall be executed in accordance with the same.

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

https://ntpctender.ntpc.co.in/Heading/Fraud Prevention Policy.pdf

https://ntpctender.ntpc.co.in/Heading/Policy\_for\_Debarment\_from\_Business\_Dealings.pdf

12. In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery perio d, NTPC reserves the right to procure the materials from any other source at the Suppliers risk and cost an d the difference in cost shall be borne by the Supplier. Further, NTPC shall retain the right of forfeiture of C PG and or any other action as deemed fit.

13. All post award communication/ grievance will be addressed to consignee at email id: <u>storeincharge-da</u> <u>rlipalli@ntpc.co.in</u> for Darlipalli Consignee.In case of non-resolution of the issue, matter can be escalated al ong with previous correspondence(s) to email id: - <u>vendorgrievancecpg2@ntpc.co.in</u>

## 14. Conflict of Interest

A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-com petitive practices to the detriment of Employer's interests. A bidder may be considered to have a conflict o f 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 t he 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 canno t represent two manufacturers/service providers or quote on their behalf in a particular tender enquiry. On

e manufacturer/service provider can also authorize only one agent. There can be only one bid from the foll owing:

i. The principal manufacturer/service provider directly or through one Indian agent on his behalf; a nd

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, includi ng by virtue of their shareholding or management rights or shareholders' agreements or voting agreement s 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 Go vernment of India/State Government.

**15.** Bidders who participate in current tender are deemed to have accepted the following Anne xure as 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 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 co ntract, 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 f ollowing 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

#### 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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश को बिडर हम वाता 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---