



Bid Number/बोली क्रमांक (बिड संख्या): GEM/2025/B/6190954 Dated/दिनांक : 08-05-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण				
Bid End Date/Time/बिड बंद होने की तारीख/समय	19-05-2025 16:00:00			
Bid Opening Date/Time/बिंड खुलने की तारीख/समय	19-05-2025 16:30:00			
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	buycon1.mtp.bihar@gembuyer.in			
Total Quantity/कुल मात्रा	54			
Item Category/मद केटेगरी	Drinking Water Cooler			
GeMARPTS में खोजी गई स्ट्रिंग / Searched Strings used in GeMARPTS	Drinking Water Cooler			
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Solar Powered Drinking Water Cooler, water baths, Self - Contained Drinking Water Coolers (V3) as per IS 1475, Drinking Water ATM / Water Vending Machine (Version 2), Recirculating chiller, Water - Drinking and Sanitation (V2), chlorine dioxide for treating drinking water, Environmental Chamber, Packaged Drinking Water( Other than Packaged Natural Mineral Water ) as per IS 14543, Water Tech			
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	Self - Contained Drinking Water Coolers (V3) as per IS 1475			
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			
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience of 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?/ Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No		
	No		
Type of Bid/बिंड का प्रकार	Two Packet Bid		
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के ौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days		
nspection Required (By Empanelled nspection 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			
Required/आवश्यकता	No		
ePBG Detail/ईपीबीजी विवरण			
Required/आवश्यकता	No		
Reserved for Make In India products			
Reserved for Make In India products	Yes		
MSE Purchase Preference/एमएसई खरीद वरीयता			

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.

## **Drinking Water Cooler (54 pieces)**

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

## Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<u>Download</u>
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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	Sanjeev Kumar Singh	231222,GSTIN: 09AAACN0255D9ZO NTPC Stores Singrauli Super Thermal Power Station P.O. SHAKTINAGAR, SONEBHADRA 231222	54	30

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

### 1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

## 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. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Special Terms & Conditions:

- 1. Vendor has to submit the declaration stating that "The sellers who participate in current Tender are dee med to have fully accepted all Terms & Conditions, Technical Specifications, Data Sheets, Drawings, Qualit y Plans, Buyer Added Bid Specific Terms and Conditions given in Bidding Documents, read in conjunction w ith 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 Te chno-Commercial Bid & Price Bid. Further it is construed that no deviation has been taken by the seller in t his 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 taken into cogni zance and will stand automatically withdrawn.
- 2. During techno-commercial evaluation of offer, clarification/reply to the queries (if asked by NTPC) given by bidder will be considered an integral part of the GeM purchase order and the vendor will be liable to ex ecute the PO also in accordance to the same. Furthermore, in the event subsequent clarification(s)/query(i es) are sought and bidder fails to respond or responds with incorrect / inadequate or non-compliant inform ation, the bid will be liable to be rejected. Subsequent representation(s) may not be accepted in such case s.
- 3. Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/refix ed 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 whatsoev er maximum Limit 10%.
- 4. Vendor has to submit the Warranty/ Guarantee Certificate along with the material at the time of delivery
- 5. All post award communication/ grievance will be addressed to consignee at email . In case of non-resol ution of the issue, matter can be escalated alo ng with previous correspondence(s) to e mail id :-vendor\_gr ievance\_cpg2@ntpc.co.in.
- 6. Payment shall be released after receipt& acceptance of material and within 10 days from the CRAC gen eration inline with GeM GTC.
- 7. For Bids reserved class-1 Local Supplier/Class-1 & Class-2 Local Supplier, MLC declaration is required to be submitted from OEM's quoted makes failing which bid shall liable to rejected on account of Non Local S upplier.

Consignee Details:

Sanjeev Kumar Singh

Sr Manager (Stores)

NTPC Singrauli

Email: <a href="mailto:sanjeevsingh05@ntpc.co.in">sanjeevsingh05@ntpc.co.in</a>

Mob: 9650996077

### Risk purchase

In the event of Suppliers failure to supply the material of acceptable quality in scheduled delivery period, N TPC reserves the right to procure 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.

#### 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 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 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; 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.

### Common IP Addresses:

Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bi dder(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.

## MSE Preference:

In case procurement of Goods/Services where requirement is not splitable preference to MSEs shall be giv en as follows subject to matching of L1 price:

- a) First preference to SC/ST & Women MSE i.e women SC/ST MSE
- b) Second preference to SC/ST MSE only
- c) Third preference to Women MSE only
- d) Other MSE

In case procurement of procurement of Goods/Services where requirement is splitable, out of 25% quantity /value, 4% shall be reserved for SC/ST and 3% shall be reserved for women and balance quantity out of 25

% shall be divided in all MSEs within the margin of purchase preference subject to matching of L1 price.

- a) In case of non-availability of SC/ST-MSE vendor within L1+15% margin, 7% will go to Women-MSE and b alance 18% to other MSEs.
- b) In case of non-availability of Women-MSE vendor within L1+15% margin, 7% to SC/ST MSE and balance 18% to other MSEs.
- c) In case of non-availability of both SC/ST MSEs & Women MSEs, than 25% quantity goes to other MSEs.

In case of non splitable tender, 02 or more bidders quoted same price, preference shall be given as follows:

- a) First preference to SC/ST & Women MSE
- b) Second preference to SC/ST MSE
- c) Third preference to Women MSE
- d) Others

#### NIL DEVIATION:

The sellers who participate in current Tender are deemed to have fully accepted all Terms & Conditions, T echnical Specifications, Data Sheets, Drawings, Quality Plans, Buyer Added Bid Specific Terms and Conditi ons given in Bidding Documents, read in conjunction with Amendment(s)/ Clarification(s)/ Addenda/Errata(i f 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 & 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."

## 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.
- 15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
- 16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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 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---