

### Bid Document

Bid Details	
<b>Bid End Date/Time</b>	10-08-2021 16:00:00
<b>Bid Opening Date/Time</b>	10-08-2021 16:30:00
<b>Bid Life Cycle (From Publish Date)</b>	90 (Days)
<b>Bid Offer Validity (From End Date)</b>	60 (Days)
<b>Ministry/State Name</b>	Ministry Of Power
<b>Department Name</b>	Na
<b>Organisation Name</b>	Ntpc Limited
<b>Office Name</b>	Cc-eoc Noida
<b>Total Quantity</b>	1
<b>Item Category</b>	AI SERVER
<b>MSE Exemption for Years of Experience and Turnover</b>	No
<b>Startup Exemption for Years of Experience and Turnover</b>	No
<b>Document required from seller</b>	Additional Doc 1 (Requested in ATC) *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
<b>Bid to RA enabled</b>	No
<b>Time allowed for Technical Clarifications during technical evaluation</b>	7 Days
<b>Evaluation Method</b>	Total value wise evaluation

#### EMD Detail

Required	No
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#### ePBG Detail

Advisory Bank	State Bank of India
ePBG Percentage(%)	3.00
Duration of ePBG required (Months).	62

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

**Beneficiary:**

AGM  
CC-EOC Noida, NA, NTPC Limited, Ministry of Power  
(Surendra Pandey)

**Splitting**

Bid splitting not applied.

**MII Purchase Preference**

MII Purchase Preference	Yes
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**MSE Purchase Preference**

MSE Purchase Preference	Yes
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1. Preference to Make In India products (For bids < 200 Crore):Preference shall be given to 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. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder 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 no purchase preference shall be granted. 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. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .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.

**AI SERVER ( 1 set )**

**(Minimum 50% Local content required for MII compliance)**

Brand Type	Unbranded
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**Technical Specifications**

Buyer Specification Document	<a href="#">Download</a>
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## Consignees/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity	Delivery Days
1	Laxmi Kanth Devulapally	500020,Kavadiguda Road, Musheerabad, Bansilalpet, Hyderabad, Telangana 500020	1	90

## Buyer Added Bid Specific Additional Terms and Conditions

- Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address Kavadiguda Road, Musheerabad, Bansilalpet, Hyderabad, Telangana 500020.
- 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.
- Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- Bidder shall submit the following documents along with their bid for Vendor Code Creation:
  - Copy of PAN Card.
  - Copy of GSTIN.
  - Copy of Cancelled Cheque.
  - Copy of EFT Mandate duly certified by Bank.
- Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
- 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% 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 percentage of 100% of total value.
- The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.
- Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - The Seller fails to comply with any material term of the Contract.
  - The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - The Seller becomes bankrupt or goes into liquidation.
  - The Seller makes a general assignment for the benefit of creditors.
  - A receiver is appointed for any substantial property owned by the Seller.
  - The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the

Purchase Order on the Seller.

9. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.
10. Buyer Added text based ATC clauses

#### **10.1. Warranty:**

1. All hardware and software supplied under the project shall be under on-site warranty backed by respective OEMs (Original equipment manufacturer) for Six (06) years. Bidder to submit certificate from respective OEMs for availability of back to back on-site warranty for 06 years.
2. All support services, replacements of faulty systems or sub-systems provided during the warranty, logistics for transport of spares etc., during the warranty shall be free of cost and services shall be provided at owner's premises.
3. Call registration number and contact details with escalation matrix to be shared by OEM hardware support team.
4. During the concurrency of contract, bidder shall promptly attend to any hardware/software breakdown complaint and get the problem resolved in shortest possible time at owner's site.
5. Maximum **THREE (03)** working days resolution time for all hardware related issues. Resolution shall involve supply of replacement of faulty sub-system, installation and restoration of services. In case of hardware issue, if ability of server to provide required application service is not compromised the server shall be considered as up & running for the duration.
6. In case of delay is beyond **THREE (03)** working days the warranty period shall be correspondingly extended by 1 week for each event of non-compliance.

#### **10.2. Payment Terms:**

100% of quoted price along with applicable taxes shall be released after Supply and installation of the Server and acceptance by NTPC as per the Scope of work.

Payment shall be processed subject to submission of the following:

- a) Vendor E-Invoice in NTPC Pradip System.
- b) Submission of CPG.
- c) Certification by the Engineer-in-Charge (EIC) that the Server has been supplied and installed as per scope of work.
- d) Submission of by Bidder of Warranty certificates and back-up support guarantee for all hardware and software products from respective OEMs through assurance letter/certificates to NTPC for on-site warranty support of SIX (06) years as per warranty terms above.

**10.3. Time Schedule:** Supply and Installation within 3 Months from PO placement date.

**10.4.** The local content requirement to categorize a Bidder/Supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%.

**10.5. Contract Performance Security:**

The successful bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 3% of total order value. CPG should be valid for a period of three months (3 months) beyond the expiry of warranty period.

The CPG should be submitted within 30 days of placement of award.

**10.6.** If the Bidder is not the OEM of Server then the Bidder should also submit letter of authorization for this tender from the OEM of the Server.

**10.7.** All bids must be accompanied by “**Bid Security Declaration**” in lie of Bid Security in the form as per format attached at **Annexure 1** to this document.

## **Annexure-1**

### **Bid Security Declaration Form**

To

*[Employer's Name and Address]*

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No..... ,

We, M/s.....*[Bidder's Name]*..... having our

Registered/ Head Office at..... (Hereinafter called the 'Bidder') wish to participate in the said tender for *[Name of Package]*  
.....

We confirm that we have read the provisions of the bidding document no. .... and we hereby declare the following:

**1.** We confirm that, in case we withdraw our offer within the validity period of the offer

provided in the bidding documents or any extension thereof, then we shall be treated as ineligible for participation in the future tenders issued from NTPC for a period of **06 months** from the date of withdrawal of the bid.

**2.** In addition, we also confirm that in case after having been issued the Notification of Award/Purchase Order of a package, we either do not accept the

Notification of

Award/Purchase Order or do not sign the Contract or do not submit an acceptable

Performance Security as per bidding documents provision, and which result in tender being annulled then we shall be treated ineligible for participation in retendering of this particular package and contractual action may be taken against us as per the provisions of the Bidding documents. Further, NTPC shall also be free to take further actions as per the provisions of the policy for Withholding and Banning

of Business Dealings.

Date: Signature

Place: Name of the Authorized person

**NOTE :**

**Bidder may note that in case they do not submit the aforesaid declaration or no confirmation is indicated by them or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated against the declaration, then the bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.**

## **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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](#)

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.

**---Thank You---**

