

INVITATION FOR BIDS

NTPC Ltd.

(A Govt. of India Enterprize)

Corporate Contracts, Noida

**INVITATION FOR BIDS (IFB)
FOR
BALANCE WORKS OF ASH DYKE PACKAGE
FOR
MUZAFFARPUR THERMAL POWER PROJECT, STAGE-II (2 X 195MW)**

LOCATED AT

Kanti (P.O), Muzaffarpur District of Bihar State.

(Domestic Competitive Bidding)

IFB No.:40088377

Date: 07.04.2021

Bidding Document No.: CS-0350-331(R)-9

1.0 NTPC, on behalf of Kanti Bijlee Utpadan Nigam Ltd. (KBUNL) invites **online** Bids on **'Single Stage Two Envelope'** bidding basis (Envelope-I: Techno-Commercial Bid & Envelope-II: Price Bid) from eligible bidders for Balance Works of Ash Dyke Package for Muzaffarpur Thermal Power Project, situated at Kanti Town in district Muzaffarpur, State of Bihar, India, as per the scope of work mentioned hereinafter:

2.0 BRIEF SCOPE OF WORK

The work in present package mainly includes, the earthen dyke for balance work of Bottom Ash lagoon-II including peripheral dyke, roads, one water escape structure and spillway in the interface between OFL and Lagoon-II.

The detailed scope and description of work covered under this package has been specified in relevant clauses of Part-A of Technical specifications.

3.0 KBUNL intends to finance subject Package through Domestic Commercial Borrowings/ Own sources.

4.0 Detailed Specification, Scope of Work and Terms & Conditions are given in the Bidding Documents, which are available for Sale as per the following schedule:

Issuance of IFB	07.04.2021
Bidding Document Sale Date & Time	From 07.04.2021 to 16.04.2021 up to 1730 Hrs. (IST)
Last Date for receipt of queries from bidders	23.04.2021
Bid Receipt Date & Time	up to 07.05 2021 by 1430 Hrs. (IST)

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Bid Opening Date & Time for Techno-Commercial Bid	07.05.2021 at 1500 Hrs. (IST)
Price Bid Opening Date & Time	Shall be intimated separately by NTPC.
Cost of Bidding Document	INR 9000/- (Rupees Nine Thousand only)

5.0 Bid Security Declaration shall be submitted in a sealed envelope separately offline by the stipulated bid submission closing date and time. Any bid not accompanied by an acceptable Bid Security Declaration in a separate sealed envelope shall be rejected by Employer as being non-responsive and shall not be opened.

6.0 QUALIFYING REQUIREMENTS FOR BIDDERS.

In addition to the requirements stipulated in section Instruction to Bidder (ITB), the Bidder should also meet the qualifying requirements stipulated under clause 6.1.0 and 6.2.0 indicated below.

6.1.0 Technical Criteria :

In addition to the satisfactory fulfillment of the requirements stipulated under Section ITB (Instructions to Bidders), the following shall also apply:

6.1.1 Bidder should have executed the following works within the preceding seven (7) years reckoned as on the date of Techno-Commercial bid opening:

6.1.1.1 At least one earthen dam work or ash dyke work or reservoir embankment work of maximum height not less than 6.0m, in one contract.

And

6.1.1.2 A cumulative progress of at least 5.0 Lacs Cu M of earthwork in earthen dam work or ash dyke work or reservoir embankment or canal embankment work in any one (1) year period, in one (1) or maximum two (2) contracts.

Notes: The following notes (a to j) explain in detail the intention of various terms in qualifying requirements:

a) Earth dams, ash dykes, and reservoir embankments, which are designed as water retaining structures, shall be qualified for this work. However, canal embankments, guide bunds along water courses shall be considered for qualification under clause 6.1.1.2 only. All other types of earth works such as road embankments, railway embankments, site leveling works etc. shall not be qualified.

b) Sand / substitute filter media as filter either in chimney or in blanket or both; used in embankment shall be considered in earthwork quantity calculations. Rock toe shall not be considered.

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- c)** For embankments / reservoir / dyke, the height and quantities shall be considered above formation level upto dyke top for qualifying requirements purpose. However, in case of ash dyke raising works, for both inward/upstream & outward/center line methods, the height of dyke shall be considered from the stripped level of ash inside the lagoon for qualifying requirement purpose.

Formation level means bottom of stripped level for the dyke formation. The earth work in cut off trench (COT) shall be included for quantity estimation for qualifying requirement under clause 6.1.1.2.

However, the depth of COT shall not be considered for the height calculation for qualifying requirement under clause 6.1.1.1.

- d)** Wherever the ash dykes and other embankments are constructed in different contracts, the height applicable to individual contract only and not the cumulative effect shall be considered for the purpose of determining compliance of clause 6.1.1.1. For example, where the contract is for raising an embankment, only the raising portion shall be considered and not the earlier starter dyke.
- e)** In clause 6.1.1.0 above, the word “executed” means the Bidder should have achieved the criteria specified in the qualifying requirements within the preceding seven (7) year period even if the contract has been started earlier and /or is not completed / closed.
- f)** In clause 6.1.1.1 above, Bidder should have constructed full 6.0m height of embankment work specified in the qualifying requirements, within the preceding seven (7) years period, even if the contract has been started earlier and/or is not completed /closed.
- g)** The “one (1) year period” means any continuous 12 months period for both one or maximum two contracts.
- h)** In case of works stipulated in clause 6.1.1.2 above the word “earthwork” shall mean earth /ash. The quantity of earth work in filling only will be considered for qualification.
- i)** Reference works executed by the Bidder, as a member of Joint Venture / Consortium/ Associate can also be considered provided:

The allocation of scope of work between the partners of the Joint Venture / Consortium/ Associate is clearly defined in the executed Joint Venture agreement/ Consortium Agreement/ Deed of Joint Undertaking and Bidder’s scope of work and break-up of quantities executed by them as individual contribution in the Joint Venture / Consortium/ Associate, duly authenticated by the Project Authority, meet the relevant provisions of qualifying requirement.

In case the reference work has been executed by the Bidder in an integrated Joint Venture wherein allocation of scope of work and break-up of quantities between the partners is not clearly specified in the integrated Joint Venture Agreement, then for Clause 6.1.1.2 above, the credit of executed quantities can be claimed by the bidder in the ratio of bidder’s share in the integrated Joint Venture Agreement, provided the bidder

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establishes that it regularly undertakes works as at Clause 6.1.1.2 above. The executed works/ quantities by integrated Joint Venture shall be duly authenticated by the Project Authority. However, the bidder will not be eligible to claim the credit of executed work by integrated Joint Venture for Clause 6.1.1.1 above, unless the bidder has individually executed the work meeting the requirement of Clause 6.1.1.1 above and which has been duly authenticated by the Project Authority.

- j) Reference work executed by a Bidder as a sub-contractor may also be considered provided the certificate issued by main contractor is duly certified by Project Authority specifying the scope of work executed by the sub-contractor in support of qualifying requirements.

6.2.0 Financial criteria:

- (a) The average annual turnover of the Bidder, should not be less than **INR 858.00 Millions (Indian Rupees Eight Hundred Fifty-Eight Millions only)** during the preceding three (3) completed financial years as on date of Techno-Commercial bid opening.

In case a Bidder does not satisfy the annual turnover criteria, stipulated above on its own, its Holding Company would be required to meet the stipulated turnover requirements as above, provided that the Net Worth of such Holding Company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the Holding Company. In such an event, the Bidder would be required to furnish along with its Techno-Commercial bid, a Letter of Undertaking from the Holding Company, supported by the Holding Company's Board Resolution, as per the format enclosed in the bid documents, pledging unconditional and irrevocable financial support for the execution of the Contract by the Bidder in case of award.

- (b) Net worth of the bidder as on the last day of the preceding financial year (reckoned on the date of techno-commercial bid opening) should not be less than 100% of the bidder's paid up share capital. In case the Bidder does not satisfy the Net worth criteria on its own, it can meet the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of its Holding Companies wherever applicable. The net worth of the Bidder and its Subsidiary(ies) and or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid up share capitals.

Net worth in combined manner shall be calculated as follows:

$$\text{Net worth (combined)} = (X1+X2+X3) / (Y1+Y2+Y3) \times 100$$

Where X1, X2, X3 are individual Net worth which should not be less than 75% of the respective paid up share capitals and Y1, Y2, Y3 are individual paid up share

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capitals.

- (c) In case the Bidder is not able to furnish its audited financial statements on stand-alone entity basis, the unaudited unconsolidated financial statements of the Bidder can be considered acceptable provided the Bidder further furnishes the following documents for substantiation of its qualification.
 - (i) Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of its Holding Company.
 - (ii) A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bid documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Financial Statements of the Holding company.

In cases where audited results for the last financial year as on the date of Techno Commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the Certificate from a practicing Chartered Accountant certifying its financial parameters, the audited results of three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters. Further, a certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that the Financial results of the Company are under audit as on the date of Techno-commercial bid opening and the Certificate from the practicing Chartered Accountant certifying the financial parameters is not available.

NOTES FOR CLAUSE 6.2.0 ABOVE:

- (i) Net worth means the sum total of the paid up share capital and free reserves. Free reserves means all reserves credited out of the profits and share premium account but does not include reserves credited out of the revaluation of the assets, write back of depreciation provision and amalgamation. Further any debit balance of Profit and Loss account and miscellaneous expenses to the extent not adjusted or written off, if any, shall be reduced from reserves and surplus.
- (ii) Other income shall not be considered for arriving at annual turnover.

7.0 Notwithstanding anything stated above, the Employer reserves the right to assess the capabilities and capacity of the Bidder/ his collaborators / associates/ subsidiaries/ group companies to perform the contract, should the circumstances warrant such assessment in the overall interest of the Employer.

8.0 Employer reserves the right to reject any or all bids or cancel / withdraw the invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.

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9.0 A complete set of Bidding Documents may be downloaded by any interested Bidder on payment (non-refundable) of the cost of the documents as mentioned above in the form of a crossed account Payee demand draft in favour of NTPC Ltd., Payable at New Delhi or directly through the payment gateway at our SRM Site (<https://etender.ntpclakshya.co.in>). For logging on to the SRM Site, the bidder would require vendor code and SRM user id and password, which can be obtained by submitting a questionnaire available at our SRM site as well as at NTPC tender site (www.ntpctender.com). First time users not allotted any vendor code are required to approach NTPC at least three working days prior to Document Sale Close date along with duly filled in questionnaire for issue of vendor code and SRM user id/password.

Note: No hard copy of Bidding Documents shall be issued.

10.0 Issuance of Bidding Documents to any Bidder shall not construe that such Bidder is considered to be qualified. Bids shall be submitted online and opened at the address given below in the presence of Bidder's representatives who choose to attend the Bid Opening. Bidder shall furnish Bid Security Declaration, Deed of Joint Undertaking/JV Agreement (as applicable) in physical form as detailed in Bidding Documents before the stipulated bid submission closing date and time at the address given below."

11.0 For Goods/Services/Works covered under para 2.1 above

'Class-I local suppliers' only are eligible to participate in this tender, as defined in the bidding documents/ Public Procurement (Preference to Make in India), Order 2017 and its subsequent amendments/ revisions issued by DPIIT. The bidders may apprise themselves of the relevant provisions of bidding documents in this regard before submission of their bids."

12.0 No Queries from Bidders, whatsoever, shall be entertained by the Employer beyond the last date of receipt of Queries/Pre-Bid Conference (if applicable) as specified above.

13.0 Issuance of Bidding Documents to any Bidder shall not construe that such Bidder is considered to be qualified.

14.0 Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

15.0 Any 'Bidder from a country which shares a land border with India', as specified in the Bidding Documents, will be eligible to bid in this tender only if bidder is registered with the Competent Authority as mentioned in the Bidding Documents.

16.0 Address for communication:

DGM (CS-I) / Sr. Manager (CS-I)

NTPC Limited,

6th Floor, Engineering Office Complex, Plot No. A-8A, Sector-24, NOIDA,

Distt. Gautam Budh Nagar, (UP), INDIA, Pin-201301.

Fax No.: 0120-2410335/2410011

Tel. No.: 0120-4948663/4946669

E-mail: vksoni01@ntpc.co.in/sdebroy@ntpc.co.in

Websites: <https://etender.ntpclakshya.co.in> or www.ntpctender.com or www.ntpc.co.in

17.0 Registered Office

NTPC Limited
NTPC Bhawan, SCOPE
Complex, 7, Institutional Area,
Lodi Road, New Delhi –
110003

Corporate Identification Number:
L40101DL1975GOI007966. Website: www.ntpc.co.in