

Bid Number: GEM/2021/B/1745045

Dated: 20-12-2021

# **Bid Document**

|                                                                       | Bid Details                                                                                                                                                                                                                                                                                                             |  |
|-----------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| Bid End Date/Time                                                     | 10-01-2022 16:00:00                                                                                                                                                                                                                                                                                                     |  |
| Bid Opening Date/Time                                                 | 10-01-2022 16:30:00                                                                                                                                                                                                                                                                                                     |  |
| Bid Life Cycle (From Publish Date)                                    | 90 (Days)                                                                                                                                                                                                                                                                                                               |  |
| Bid Offer Validity (From End Date)                                    | 65 (Days)                                                                                                                                                                                                                                                                                                               |  |
| Ministry/State Name                                                   | Ministry Of Power                                                                                                                                                                                                                                                                                                       |  |
| Department Name                                                       | Na                                                                                                                                                                                                                                                                                                                      |  |
| Organisation Name                                                     | Ntpc Limited                                                                                                                                                                                                                                                                                                            |  |
| Office Name                                                           | Cg                                                                                                                                                                                                                                                                                                                      |  |
| Total Quantity                                                        | 40                                                                                                                                                                                                                                                                                                                      |  |
| Item Category                                                         | COMPLETE VALVE ASSEMBLY (Q3) , Motorized operated Gate Valve (Q3)                                                                                                                                                                                                                                                       |  |
| MSE Exemption for Years of Experience and Turnover                    | No                                                                                                                                                                                                                                                                                                                      |  |
| Startup Exemption for Years of Experience and Turnover                | No                                                                                                                                                                                                                                                                                                                      |  |
| Document required from seller                                         | Experience Criteria, Bidder Turnover, OEM Authorization Certificate, 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 |  |
| Bid to RA enabled                                                     | No                                                                                                                                                                                                                                                                                                                      |  |
| Primary product category                                              | Motorized operated Gate Valve                                                                                                                                                                                                                                                                                           |  |
| Time allowed for Technical Clarifications during technical evaluation | 2 Days                                                                                                                                                                                                                                                                                                                  |  |
| Evaluation Method                                                     | Item wise evaluation                                                                                                                                                                                                                                                                                                    |  |
| ,                                                                     | ·                                                                                                                                                                                                                                                                                                                       |  |

# **EMD Detail**

| Required | No  |
|----------|-----|
| Nequired | 140 |

### ePBG Detail

| Advisory Bank                       | ICICI |
|-------------------------------------|-------|
| ePBG Percentage(%)                  | 3.00  |
| Duration of ePBG required (Months). | 20    |

- (a). The EMD % will be applicable for each schedule/group selected during Bid creation.
- (b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

### **Beneficiary:**

AGM C&M

Central Procurement Group-1, Raipur Sector-24, Atal Nagar, Nava Raipur, C.G. 492101, India (Ntpc Ltd)

### **Splitting**

Bid splitting not applied.

### **MII Purchase Preference**

| l | MII Purchase Preference | Yes |  |
|---|-------------------------|-----|--|

#### **MSE Purchase Preference**

| MSE Purchase Preference | Yes |
|-------------------------|-----|

- 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 vill 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.
- 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.

### **Evaluation Method** ( Item Wise Evaluation Method )

Contract will be awarded schedulewise and the determination of L1 will be done separately for each schedule. The details of item-consignee combination covered under each schedule are as under:

| Evaluation Schedules | Estimated Value | Item/Category                 | Quantity |  |
|----------------------|-----------------|-------------------------------|----------|--|
| Schedule 1           | 3214400         | Complete Valve Assembly       | 10       |  |
| Schedule 2           | 6403980         | Motorized Operated Gate Valve | 30       |  |

### **COMPLETE VALVE ASSEMBLY ( 10 set )**

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

| Brand Type | Unbranded |
|------------|-----------|
|            |           |

### **Technical Specifications**

| Buyer Specification Document | Download |
|------------------------------|----------|
|                              |          |

### **Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporti<br>ng Officer | Address                                                                                         | Quantity | Delivery Days |
|-------|---------------------------------|-------------------------------------------------------------------------------------------------|----------|---------------|
| 1     | Ravulapalli Ramesh              | 505215,Ramagundam Super<br>Thermal Power Station PO<br>JYOTINAGAR 505215 DISTRICT<br>PEDDAPALLI | 10       | 120           |

# **Motorized Operated Gate Valve (30 set)**

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

| Brand Type | Unbranded |  |
|------------|-----------|--|
|            |           |  |

# **Technical Specifications**

| Buyer Specification Document | <u>Download</u> |
|------------------------------|-----------------|

### **Consignees/Reporting Officer and Quantity**

| S.No. | Consignee/Reporti<br>ng Officer | Address | Quantity | Delivery Days |
|-------|---------------------------------|---------|----------|---------------|
|       |                                 |         |          |               |

| S.No. | Consignee/Reporti<br>ng Officer | Address                                                                                                  | Quantity | Delivery Days |
|-------|---------------------------------|----------------------------------------------------------------------------------------------------------|----------|---------------|
| 1     | Sawaliya Patidar                | 441104,Mouda Super Thermal<br>Power Project Mouda -Ramtek<br>Road ,Mouda District Nagpur<br>441104 Mouda | 30       | 90            |

### **Buyer added Bid Specific Additional Scope of Work**

| S.No. | Document Title | Description                            | Applicable i.r.o. Items |  |
|-------|----------------|----------------------------------------|-------------------------|--|
| 1     | Qualifying     | Bidders to submit documents to meet    | COMPLETE VALVE          |  |
|       | Requirement    | Technical and Financial QR requirement | ASSEMBLY(10),Motorized  |  |
|       | <u>View</u>    | of the tender                          | Operated Gate Valve(30) |  |

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

# **Buyer Added Bid Specific Terms and Conditions**

1. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### NTPC LIMITED

(A GOVERNMENT OF INDIA ENTERPRISE)

Central Procurement Group-I, Raipur

**INVITATION FOR BIDS (IFB)** 

(DOMESTIC COMPETITIVE BIDDING)

**FOR** 

# Procurement of Gate valve for mill inerting system for NTPC Ramagundam, Mouda.

- NTPC Limited (NTPC) invites online bids on "Single Stage Two Envelope Bidding Basis" from eligible bidders for aforesaid package, as per the scope of work briefly mentioned hereinafter.
- 2.0 BRIEF SCOPE OF WORK

The scope of the proposal for shall be **Procurement of Gate valve for mill inerting system for NTPC Ramagundam, Mouda** on the basis of single point responsibility completely covering the activities and services in respect of all the equipment & works specified and covered under the specifications and read in conjunction with "Scope of Supply" elaborated elsewhere.

# 3.0 QUALIFYING REQUIREMENTS FOR BIDDERS.

The bidder who wishes to participate in the bidding shall meet the Qualifying Requirements stipulated hereunder:

### 3.1 **Technical Criteria:**

- 3.1.1 The bidder should be a manufacturer of IBR certified valve(s) or an authorised 'dealer' /'distributor' / 'channel partner' / 'subsidiary' of the manufacturer of IBR certified valve(s).
- 3.1.2 The bidder should have supplied 'motor operated valve(s) with actuator' of size 8"(200NB) or above with rating of 'at least 300 class' to any industry.
- 3.1.3 The bidder should have executed order(s) for supply of "IBR certified valve(s) with / without actuators to any industry" during the preceding seven (07) years, prior to the date of Techno-Commercial bid opening, in any of the following manner:
- i) Single order with executed value not less than Rs. 77 Lakhs.

OR

ii) Two orders with executed value not less than **Rs. 48 Lakhs** each.

OR

iii) Three orders with executed value not less than **Rs. 38 Lakhs** each

Notes for Technical Criteria:

- 1. The word "Executed" mentioned above means that the bidder should have achieved the criteria specified above, even if the total contract is started earlier and/or is not completed/closed.
- 2. In case of orders under execution, the value of work executed prior to the date of Techno-Commercial bid opening duly certified by bidder's client shall be considered acceptable.
- 3. Reference work executed by the bidder as a sub-contractor

may also be considered provided the certificate issued by main contractor is duly certified by owner specifying the scope of work executed by the sub-contractor in support of qualifying requirements.

4. For arriving at the executed value of work specified above, basic amount only shall be considered. In case contract is inclusive of taxes, bidder should provide the break – up of basic value and taxes

### 3.2 Financial Criteria:

- The Average Annual Turnover of the Bidder should not be less than Rs. 96 Lakh (Rupees Ninety-Six lakh only) during the preceding three (3) completed financial years as on the date of Techno-Commercial bid opening.
- In case the bidder does not satisfy the financial criteria, stipulated at Cl. 3.2.1 above on its own, its would be required to meet the stipulated turnover requirements at Cl. 3.2.1 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 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.
- 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.

Copies of the unaudited unconsolidated financial statements of the bidder along with copies of the Audited consolidated financial statements of its Holding Company.

A Certificate from the CEO/CFO of the Holding Company, as per the format enclosed in the bidding documents, stating that the unaudited unconsolidated financial statements form part of the Consolidated Annual Report of the

# company.

In cases where audited results for the last preceding 3.2.4 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 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:-

- 1. Other income shall not be considered for arriving at annual turnover.
- 2. "Holding Company" and "Subsidiary Company" shall have the meaning ascribed to them as per Companies Act of India, in vogue.
- 3. Net worth means the sum total of the paid up share capital and free reserves. Free reserve 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.
- 4.0 NTPC reserves the right to reject any or all bids or cancel / withdraw the Invitation for Bids/NIT without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.
- 5.0 Issuance of bid 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.
- 5.0 Transfer of Bidding Documents purchased by one intending Bidder to another is not permissible.

# 7.0 Address for communication:

# Manager(C&M)-CPG-1 / DGM(C&M)-CPG-I

NTPC Limited, Central Procurement Group-I,

NTPC WR-II office, Sector-24, Tuta,

Naya Raipur, Chattisgarh - 492101 (India)

Email: <a href="mailto:sourabhbanerjee@ntpc.co.in">sourabhbanerjee@ntpc.co.in</a> / <a href="mailto:pramodkumar04@ntpc.co.in">pramodkumar04@ntpc.co.in</a> /

# 8.0 **Registered Office**

NTPC Limited

NTPC Bhawan, SCOPE Complex,

7, Institutional Area, Lodi Road,

New Delhi - 110003

Corporate Identification Number: L40101DL1975GOI007966.

Website: <a href="https://www.ntpc.co.in">www.ntpc.co.in</a>

| Special Purchase Conditions                             |                                                                                                                            |  |  |
|---------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|--|--|
| TYPE OF BIDDING                                         | Single Stage Two Envelope                                                                                                  |  |  |
| REVERSE AUCTION RULES                                   | NOT APPLICABLE                                                                                                             |  |  |
| PRICE BASIS                                             | FOR NTPC respective stores (NTPC Ramagundam, NTPC Mouda)                                                                   |  |  |
|                                                         | Bidders are requested to indicate the Price on "FOR NTPC Site" basis.                                                      |  |  |
| Tender Fee                                              | Not Applicable                                                                                                             |  |  |
| [NOT APPLICABLE]                                        |                                                                                                                            |  |  |
| EARNEST MONEY DEPOSIT (EMD) / BID SECURITY [APPLICABLE] | In the form of "Bid Security Declaration".                                                                                 |  |  |
|                                                         | TYPE OF BIDDING REVERSE AUCTION RULES PRICE BASIS  Tender Fee [NOT APPLICABLE]  EARNEST MONEY DEPOSIT (EMD) / BID SECURITY |  |  |

| 5.0 | O CONFIRMATION OF ALL BANK GUARANTEES THROUGH STRUCTURED FINANCIAL MESSAGING SYSTEM (SFMS) MODE BY BIDDER'S/ | While issuing/ amending/ extending the physical BGs, the Bidder's/ Vendor's Bank shall also send electronic message 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 details are provided herein below: |                                            |                                   |
|-----|--------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|-----------------------------------|
|     |                                                                                                              | i)                                                                                                                                                                                                                                                                                                            | Bank Name                                  | ICICI bank Ltd                    |
|     | VENDOR'S<br>BANKER                                                                                           | ii)                                                                                                                                                                                                                                                                                                           | Branch                                     | Connaught Place, New<br>Delhi     |
|     |                                                                                                              | iii)                                                                                                                                                                                                                                                                                                          | IFSC Code                                  | ICIC0000007                       |
|     |                                                                                                              | iv)                                                                                                                                                                                                                                                                                                           | Secured Message type                       | IFN 760COV / IFN 767<br>COV       |
|     |                                                                                                              | V)                                                                                                                                                                                                                                                                                                            | Field Number                               | 7037                              |
|     |                                                                                                              |                                                                                                                                                                                                                                                                                                               | ers/ Vendors are ac<br>Bankers send the se | dvised to ensure that ecure SFMS. |
| 4.0 | VALIDITY OF OFFER                                                                                            | 180 d                                                                                                                                                                                                                                                                                                         | ays from the date of                       | Bid opening                       |
| 5.0 | TRANSFER OF BID DOCUMENTS                                                                                    | Documents purchased/ downloaded by the Intending Bidders cannot be transferred.                                                                                                                                                                                                                               |                                            |                                   |
| 6.0 | DOCUMENTS IN<br>SUPPORT OF<br>MEETING THE<br>QUALIFYING<br>REQUIREMENTS                                      | APPLICABLE                                                                                                                                                                                                                                                                                                    |                                            |                                   |

# 7.0 COMPLIANCE ON QUALIFYING REQUIREMENTS

### APPLICABLE

Bidders are required to furnish the details of the past experience like authentic Work Orders / Purchase Orders / Letter of Awards / Contract Agreements, client certificates, completion certificate, etc. in support of meeting the Qualifying Requirements based on which selection is to be made as per format of the bidding documents. These references shall be considered to ascertain the bidder's compliance Qualifying Requirement (QR). No claims without supporting documents shall be accepted in this regard. However, if any of the Work Orders / Purchase Orders / Letter of Awards/Contract Agreements pertain to the work executed by Bidder for NTPC in the past, then in respect of such Work Purchase Orders Letter Awards/Contract Agreements, Bidder shall not be required to enclose Client Certificate along with its Bid.

Bidders wishing to provide additional Work Orders/Purchase Orders/Letter of Awards/Contract Agreements are required to declare the same in similar format which shall be additionally attached and uploaded.

### NOTE:

- 1. NTPC, if so desire, may verify the performance of the bidder from their respective clients.
- 2. The Bidder's attention is also drawn that only the reference Works/ Orders whose details have been declared in relevant Attachment in their Bid, shall be considered to ascertain the bidder's compliance to the specified Qualifying Requirements (QR).

| 8.0  | ELIGIBILITY FOR          | Only Class-I and Class-II Local Suppliers                                                                                                                                                                                                                                                                                                                                                                                    |
|------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|      | PARTICIPATION IN TENDER: | Note:                                                                                                                                                                                                                                                                                                                                                                                                                        |
|      | [APPLICABLE]             | (1) The Contractor shall not be allowed to sub-<br>contract works to any sub-contractor/ sub-vendor<br>from a country which shares a land border with<br>India unless such sub-contractor is registered with                                                                                                                                                                                                                 |
|      |                          | the competent Authority.                                                                                                                                                                                                                                                                                                                                                                                                     |
|      |                          | The Competent Authority for the purpose of registration shall be as mentioned in the F.NO. 6/18/2019-PPD, Ministry of Finance, Department of Expenditure, Public Procurement Division.                                                                                                                                                                                                                                       |
|      |                          | However, the said requirement of registration will not apply to sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs. |
| 9.0  | JURISDICTION             | Raipur                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 10.0 | PLACE OF<br>ARBITRATION  | New Delhi, India                                                                                                                                                                                                                                                                                                                                                                                                             |
| 11.0 | INSURANCE                | Transit Insurance shall be inclusive in Bidders "FOR Site" price.                                                                                                                                                                                                                                                                                                                                                            |
| 12.0 | FREIGHT                  | Freight charges shall be inclusive in Bidders "FOR Site" price.                                                                                                                                                                                                                                                                                                                                                              |
| 13.0 | PACKING AND FORWARDING   | Packing & Forwarding shall be inclusive in Bidder's "FOR Site" price.                                                                                                                                                                                                                                                                                                                                                        |

| 14.0 | DELIVERY SCHEDULE/ COMPLETION SCHEDULE                                 | <ul> <li>(1) For NTPC Ramagundam: Within 120 days from the date of issue of PO.</li> <li>(2) For NTPC Mouda: Within 90 days from the date of issue of PO.</li> </ul>                     |  |
|------|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| 15.0 | PAYMENT TERMS                                                          | 100% within 30 days of receipt and acceptance of materials at store.                                                                                                                     |  |
| 16.0 | CONTRACT PERFORMANCE GUARANTEE (CPG) /PERFORMANCE BANK GUARANTEE (PBG) | APPLICABLE for a warranty period plus 02 months claim period.                                                                                                                            |  |
| 17.0 | TAXES & DUTIES                                                         | Inclusive                                                                                                                                                                                |  |
| 18.0 | WARRANTY/ GUARANTEE                                                    | 18 months from the date of supply or 12 months from the date of commissioning whichever is earlier.                                                                                      |  |
| 19.0 | Any other certificate                                                  | <ul> <li>(1) Vendor has to submit material test certificate along with supply.</li> <li>(2) Certificate of compliance (CoC) from manufacturer required at the time of supply.</li> </ul> |  |
| 20.0 | Pre Dispatch<br>Inspection<br>(Not Applicable)                         | Material shall be inspected at site stores.  Items of AS/SS shall be checked by XRF analyzer at site for acceptance.                                                                     |  |
| 21.0 | INTEGRITY PACT                                                         | NOT APPLICABLE                                                                                                                                                                           |  |
| 22.0 | Evaluation<br>Criteria                                                 | <ol> <li>Item-wise evaluation.</li> <li>Splitting of Quantities among bidders</li> </ol>                                                                                                 |  |

# shall "not be" applicable.

### Note:-

Evaluation shall be carried out as per below mentioned procedure elaborated:

- (i) Among all qualified and substantially responsive bids, the lowest evaluated bid will be termed as L1.
- (ii) If L1 bid is from an MSE, the contract will be awarded to L1.
- (iii) If L1 Bid is not from an MSE, the lowest evaluated bidder among the MSEs, will be invited to match the lowest evaluated bid (L1) price subject to MSE's evaluated bid price falling within the fifteen (15%) of the lowest evaluated bid (L1) price and the contract shall be awarded to such MSE subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible MSE fails to match the lowest evaluated bid (L1) price, the MSE with the next higher evaluated bid within fifteen (15%) of the lowest evaluated bid (L1) price shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly.
- (iv) In case none of the MSEs within the fifteen (15%) of the lowest evaluated bid (L1) price matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder, if L1 bid is from a Class-I local supplier.
- (v) If L1 is neither from a Class-I local supplier nor from MSE, the lowest evaluated bidder among the Class-I local suppliers, will be invited to match the lowest evaluated bid (L1) price subject to Class-I local supplier's evaluated bid price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such Class-I local supplier subject to matching the lowest evaluated bid (L1) price. In case such lowest eligible Class-I local supplier fails to match the lowest evaluated bid (L1) price, the Class-I local supplier with the

next higher evaluated bid within the margin of purchase preference shall be invited to match the lowest evaluated bid (L1) price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference (i.e. 20%) matches the lowest evaluated bid (L1) price, then the contract may be awarded to the L1 bidder. "Class-II local supplier" will not get purchase preference in any procurement, undertaken by NTPC. For the purpose of matching of lowest (vii) evaluated bid (L1) price, the MSE/ Class-I local supplier would have to necessarily reduce all components of the guoted price on pro-rata basis. The reduction should not apply on the evaluation loading on account of functional guarantees and other loadings (if any, which are not dependent on quoted price). Further, the Contract shall be awarded on such revised/ reduced quoted price. The summation of the revised/ reduced quoted price and the evaluation loading on account of functional guarantees and other loadings (if any) shall be equal to the lowest evaluated bid (L1) price. 23.0 CONTRACTOR'S Labour Information Contractor's Management **LABOUR** System (CLIMS): **INFORMATION** (a) The Contractor has to necessarily get itself **MANAGEMENT** registered in the Contractor's Labor Information SYSTEM Management System (CLIMS), which will be (NOT installed by the Employer. APPLICABLE) (b) The entry and exit of all contract labor to the plant premises will be through Gate Access Control System of above 'Contractor's Labor Information Management System'. (c) It will be the responsibility of the Contractor to ensure timely exit of all labors from the plant premises after completion of job of that day. (d) The contractor has to abide with all the statutory compliance applicable to its workers and employees and update the details of the same in the above System.

| 24.0 | Safety                                        | The Contractor, including his sub-contractors, while executing the Works, will strictly comply with the statutory requirements (including amendments thereof), as applicable, in respect of safety of his employees, equipment and materials. The contractor will also comply with the provisions of NTPC Safety Rules as issued from time to time and displayed on NTPC's tender website http://www.ntpctender.com. |
|------|-----------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25.0 | LIQUIDATED<br>DAMAGES                         | Applicable                                                                                                                                                                                                                                                                                                                                                                                                           |
|      | GST ON<br>LIQUIDATED<br>DAMAGES               | GST extra as applicable shall also be levied on Liquidated Damages.                                                                                                                                                                                                                                                                                                                                                  |
| 26.0 | SITE/ DELIVERY<br>ADDRESS/<br>BILLING ADDRESS | As mentioned in Gem Tender documents                                                                                                                                                                                                                                                                                                                                                                                 |
| 27.0 | Bid to be                                     | GM (C&M)-CPG-1/ AGM(C&M)-CPG-1                                                                                                                                                                                                                                                                                                                                                                                       |
|      | addressed to                                  | NTPC Limited, Western Region II Headquarters,                                                                                                                                                                                                                                                                                                                                                                        |
|      |                                               | Plot No-87, Sector-24, Atal Nagar,                                                                                                                                                                                                                                                                                                                                                                                   |
|      |                                               | Naya Raipur, Raipur                                                                                                                                                                                                                                                                                                                                                                                                  |
|      |                                               | Chhatisgarh-492018                                                                                                                                                                                                                                                                                                                                                                                                   |
|      |                                               | Email:- sgovindarajan@ntpc.co.in/<br>usgupta01@ntpc.co.in                                                                                                                                                                                                                                                                                                                                                            |
| 28.0 | CONTACT                                       | Manager(C&M)-CPG-1/DGM (C&M)-CPG-1                                                                                                                                                                                                                                                                                                                                                                                   |
|      | PERSONS /                                     | NTPC Limited, Western Region II Headquarters,                                                                                                                                                                                                                                                                                                                                                                        |
|      | ADDRESS                                       | Plot No-87, Sector-24, Atal Nagar,                                                                                                                                                                                                                                                                                                                                                                                   |
|      |                                               | Naya Raipur, Raipur                                                                                                                                                                                                                                                                                                                                                                                                  |
|      |                                               | Chhatisgarh-492018                                                                                                                                                                                                                                                                                                                                                                                                   |
|      | E mail ID                                     | sourabhbanerjee@ntpc.co.in/<br>pramodkumar04 <u>@ntpc.co.in</u>                                                                                                                                                                                                                                                                                                                                                      |

# 3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document <u>Click here to view the file</u>.

# **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---